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**

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

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

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

# AGENDA
# December 11, 2018

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

Inspirational Thought- *"There is nothing in the world so irresistibly contagious as laughter and good humor."* ~Charles Dickens, author

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.69 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.**

## DISCUSSION ITEMS

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

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

**D. 3** CONSIDER accepting an update on Contra Costa County's implementation of the Stepping Up Initiative to reduce the number people with mental illnesses in jails. (Timothy Ewell, Chief Assistant County Administrator)

**D. 4** HEARING to consider adopting Resolution No. 2018/556, superseding Resolution No. 2013/465, to establish the new Fines and Charges Schedule for the Contra Costa County Library effective January 1, 2019. (Melinda Cervantes, County Librarian)

**D. 5** HEARING to consider adopting Resolution No. 2018/585 and Ordinance No. 2018-29, authorizing the levy of a special tax for police protection services in Zone 2904 of County Service Area P-6 for Subdivision No. 9442 (County File #SD16-9442) in the unincorporated area of Lafayette, and fixing an election on February 12, 2019, to obtain voter approval. (Jennifer Cruz, Department of Conservation and Development)

**D. 6** HEARING to consider the proposed formation of Zone 2904 within County Service Area P-6 (Police Services) for Subdivision No. 9442 in the unincorporated area of Lafayette for (County File #SD16-9442). (Jennifer Cruz, Department of Conservation and Development)

**D. 7** CONSIDER accepting report on status of third annual Keller Canyon Landfill land use permit review and take related actions. (100% Landfill operator fees) (Deidra Dingman, Conservation and Development Department)

**D. 8** CONSIDER adopting Resolution No. 2018/582 approving the Memorandum of Understanding between Contra Costa County and the Deputy District Attorneys' Association for the period of July 1, 2018 through June 30, 2022. (David Twa, County Administrator)

**D. 9** CONSIDER adopting Resolution No. 2018/583 approving the Memorandum of Understanding between Contra Costa County and the Contra Costa County Defenders Association for the period of July 1, 2018 through June 30, 2022. (David Twa, County Administrator)

**D.10** CONSIDER adopting Resolution No. 2018/584 regarding salary increases for specified unrepresented classifications. (David Twa, County Administrator)

**D.11** Acting as the Governing Body of the In-Home Supportive Services Public Authority, CONSIDER adopting Resolution No. 2018/609 to provide for a general salary increase for the employees of the In-Home Supportive Services Public Authority for the period July 1, 2019 and beyond. (David Twa, County Administrator)

**D.12** CONSIDER adopting Resolution No. 2018/612, which supersedes Resolution No. 2018/563, regarding compensation and benefits for the County Administrator, County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented employees, to reflect specified changes. (David Twa, County Administrator)

D. 13 CONSIDER reports of Board members.

**Closed Session**

A. CONFERENCE WITH LABOR NEGOTIATORS

1. Agency Negotiators: David Twa and Richard Bolanos.

Employee Organizations: Public Employees Union, Local 1; AFSCME Locals 512 and 2700; California Nurses Assn.; SEIU Locals 1021 and 2015; District Attorney Investigators' Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters I.A.F.F., Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Contra Costa County Defenders Assn.; Contra Costa County Deputy District Attorneys' Assn.; Prof. & Tech. Engineers IFPTE, Local 21; and Teamsters Local 856.

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

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

1. *Masood Noman and Gulshan Noman v. County of Contra Costa et al.*, Alameda County Superior Court Case No. RG17876124

***ADJOURN to the Contra Costa County Housing Authority Meeting***

## CONSENT ITEMS

### Road and Transportation

**C. 1** APPROVE the contingency fund increase of $400,000 for a new contingency fund total of $1,740,432 and a new payment limit of $5,994,754, and ADOPT Resolution No. 2018/580 accepting as complete the contracted work performed by Granite Rock Company for the Balfour Road Shoulder Widening Project, as recommended by the Public Works Director, Brentwood area. (100% Discovery Bay West Mitigation Fees)

**C. 2** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an encroachment permit from the City of Oakley in connection from the Jersey Island Road Bridge Repair Project, Oakley area. (100% Local Road Funds)

### Engineering Services

**C. 3** ADOPT Resolution No. 2018/594 accepting completion of the warranty period for the Road Improvement Agreement and release of cash deposit for faithful performance for road acceptance RA06-01210 (cross-reference subdivision SD04-08856), for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (100% Developer Fees)

**C. 4** ADOPT Resolution No. 2018/595 accepting completion of the warranty period for the Road Improvement Agreement and release of cash deposit for faithful performance for road acceptance RA12-01249 (cross-reference subdivision SD04-08856), for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (100% Developer Fees)

**C. 5** ADOPT Resolution No. 2018/596 accepting completion of private improvements for subdivision SD07-09174 for a project being developed by Arbor View Estates, LLC, as recommended by the Public Works Director, Lafayette area. (No fiscal impact)

**C. 6** ADOPT Resolution No. 2018/598 accepting completion of private improvements for subdivision SD16-09326 for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)

**C. 7** ADOPT Resolution No. 2018/599 accepting completion of improvements for minor subdivision MS14-00006 for a project developed by MMA Homes 2013 LLC, as recommended by the Public Works Director, Walnut Creek area. (No Fiscal Impact)

**C. 8** ADOPT Resolution No. 2018/600 accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance for subdivision SD08-09036 for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, Danville area. (100% Developer Fees)

**Special Districts & County Airports**

**C. 9** As the governing board of the Contra Costa County Flood Control and Water Conservation District, ADOPT the Flood Control Capital Improvement Plan for fiscal years 2017/18 to 2023/24, as recommended by the Transportation, Water and Infrastructure Committee, Countywide. (100% Flood Control District Funds)

**C. 10** RECEIVE and ACCEPT the 2018 Annual Report submitted by the Aviation Advisory Committee. (No fiscal impact)

**Claims, Collections & Litigation**

**C. 11** 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 $188,686 to perform medical billing reviews for the period effective January 1, 2019 through December 31, 2019. (100% Workers' Compensation Internal Service Fund)

**C. 12** DENY claims filed by Backcountry.com, LLC, Robin & Jason Gholston, David B. Ketroser, Maria Moreno, and Shirley S. Willmore.

**Honors & Proclamations**

**C. 13** ADOPT Resolution No. 2018/602 honoring Hercules City Council Member Myrna de Vera on the occasion of her retirement, as recommended by Supervisor Glover.

**Appointments & Resignations**

**C. 14** REAPPOINT Glenn Umont to the District 2 seat of the Countywide Bicycle Advisory Committee, as recommended by Supervisor Andersen.

**C. 15** APPOINT Karin Schnaider to the District 3 seat on the Emergency Medical Care Committee, as recommended by Supervisor Burgis.

**C. 16** Acting as the Governing Board of the Crockett-Carquinez Fire Protection District, ACCEPT the resignation of Frederick Maria, DECLARE a vacancy on the Crockett-Carquinez Fire Protection District Fire Advisory Commission Appointee 3, effective immediately, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Director Glover.

**C. 17** REAPPOINT John F. Jones as District V Regular Position Representative of the First 5 Contra Costa Children and Families Commission, as recommended by Supervisor Glover.

**C. 18** APPOINT Jill Kleiner, Steve Lipson, and Jatin Mehta to At Large seats on the Advisory Council on Aging, as recommended by the Family and Human Services Committee.

**Personnel Actions**

**C. 19** ADOPT Position Adjustment Resolution No. 22389 to add one Public Health Nurse position (represented) in the Health Services Department. (100% Health Resources and Services Administration)

**C. 20** Acting as the Governing Body of the Contra Costa County Fire Protection District, ADOPT Position Adjustment Resolution No. 22391 authorizing the addition and deletion of certain positions in the Contra Costa County Fire Protection District. (100% Special District Revenue)

**C. 21** ADOPT Position Adjustment Resolution No. 22386 to increase the hours of one Community Library Manager position (represented) from part time (32/40) to full time; increase the hours of one Library Assistant-Journey Level position (represented) from part time (20/40) hours to full time and flag it as Spanish bilingual; and cancel one part time (20/40) Library Assistant-Journey Level position (represented) in the Library Department. (100% Library Fund)

**C. 22** ADOPT Position Adjustment Resolution No. 22387 to add one Librarian Specialist (represented) position; and cancel one Librarian (represented) position in the Library Department. (100% Library Fund)

**Grants & Contracts**

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

**C. 23** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of its Aging and Adult Services Bureau, to apply for and accept funding from the California Department of Health and Human Services, Housing Bureau, in an amount not to exceed $1,088,351 for the Adult Protective Services Home Safe Program for the period January 1, 2019 through June 30, 2021. (100% State, Required 1:1 County Match)

**C. 24** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept funding from the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start, in an amount not to exceed $755,851 for a supplemental, one-time grant to provide quality enhancement improvements at Head Start program centers. (80% Federal, 20% In-kind match)

**C. 25** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept funding in an amount not to exceed $1,308,000 from the Department of Health and Human Services Administration for Children and Families for Early Head Start supplemental funding, for the period January 1 through December 31, 2019. (80% Federal, 20% In-kind County match)

**C. 26** APPROVE and AUTHORIZE the Public Defender, or designee, to apply for and accept a grant in the amount of up to $50,000 from Wallace Alexander Gerbode Foundation to support legal services for immigrants residing in Contra Costa County provided through Contra Costa's Stand Together Contra Costa program for the period July 1, 2018 through June 30, 2019. (No County match)

**C. 27** APPROVE clarification of board action on November 13, 2018 (C.30), which approved the Employment and Human Services Department to execute a revenue agreement accepting funding from the California Department of Community Services and Development for Community Services Block Grant, to change the payment limit from $847,381 to $850,578 with no change to the term ending December 31, 2019. (No County match)

**C. 28** APPROVE and AUTHORIZE the Health Services Director, or designee, to apply to the California Department of Resources Recycling and Recovery in an amount not to exceed $450,000 to perform enforcement/compliance and surveillance activities at waste tire facilities for the Environmental Health Waste Tire Enforcement Program for the period June 30, 2019 through September 30, 2020. (No County match)

**C. 29** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with West Contra Costa Unified School District, including indemnifying the District, to pay the County an amount not to exceed $70,000 to provide school-based mobile clinic services to children within the District for the period July 1, 2018 through June 30, 2019. (No County match)

**C. 30** ADOPT Resolution No. 2018/601 approving and authorizing the Sheriff-Coroner or designee, to apply for and accept the California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement in an initial amount of $738,249 for marine patrol and boating regulation enforcement for the period July 1, 2018 through the end of available funding. (No County Match)

**C. 31** Acting as the Governing Body of the Contra Costa Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the 2019 State Homeland Security Grant Program in an amount not to exceed $1,200,000 for a land mobile radio site in the city of Antioch. (Federal; may require 25% District 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. 32** APPROVE and AUTHORIZE the Substantial Amendment to the FY 2018/19 Annual Action Plan for HOME Investment Partnerships Act funds to allocate $1,145,000 in funds to Satellite Affordable Housing Associates to finance a portion of Veteran's Square, a 30-unit affordable housing development in Pittsburg, as recommended by the Affordable Housing Finance Committee. (100% Federal funds)

**C. 33** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with KinderCare Learning Centers LLC effective December 11, 2018, to increase the payment limit by $45,368 to a new payment limit of $520,890, to provide Early Head Start Childcare Partnership and State General Childcare program services, with no change to term ending June 30, 2019. (51% State, 49% Federal)

**C. 34** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Gary Craft (dba Craft Consulting Group), to extend the term from December 31, 2018 through June 30, 2019, with no change to the payment limit of $125,514 to continue to provide services on the preparation of the Strategic Action Plan and related tasks for the Northern Waterfront Economic Development Initiative. (No fiscal impact)

**C. 35** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Microsoft Corporation in an amount not to exceed $2,371,715, for Microsoft software licensing for servers and end-users, for the period January 1, 2019 through December 31, 2021. (42% State, $48% Federal, 10% County)

**C. 36** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Francisco & Associates, Inc. effective January 1, 2019, to extend the term from December 31, 2018 to December 31, 2019, to change the contractor business address, and amend the scope of services to continue providing pipeline franchise administration services with no change to the payment limit, Countywide. (100% Pipeline Franchise Fees)

**C. 37** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an inter-agency agreement amendment with San Ramon Valley Unified School District to increase the payment limit by $12,614 to provide State Preschool services, to a new payment limit of $237,686, with no change to term July 1, 2018 through June 30, 2019. (100% State)

**C. 38** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Harris & Associates, Inc., in the amount not to exceed $300,000 to provide on-call assessment engineering services for the period January 1, 2019 to December 31, 2021, Countywide. (100% Special Revenue Funds)

**C. 39** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Francisco & Associates, Inc., in an amount not to exceed $400,000 to provide on-call assessment engineering services for the period January 1, 2019 to December 1, 2021, Countywide. (100% Special Revenue Funds)

**C. 40** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract including modified indemnification language with Community Climate Solutions in an amount not to exceed $50,000 to provide an internet-based community engagement platform for tracking community carbon dioxide emission reductions, for the period January 1, 2019 through December 31, 2020. (100% Bay Area Air Quality Management District grant funds)

**C. 41** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Yaron Friedman, M.D., Inc., in an amount not to exceed $1,000,000 to provide obstetrics and gynecology services for Contra Costa Health Plan members for the period January 1, 2019 through December 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

**C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Susan P. Willman, M.D., Medical Corporation, in an amount not to exceed $194,300 to provide obstetrics and gynecology services for Contra Costa Regional Medical Center and Health Center patients for the period December 1, 2018 through November 30, 2020. (100% Hospital Enterprise Fund I)

**C. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kirsten Schick, D.C., in an amount not to exceed $134,400 to provide chiropractic services to Contra Costa Regional Medical Center and Health Center patients for the period January 1 through December 31, 2019. (100% Hospital Enterprise Fund I)

**C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Valerie Keim, MFT, in an amount not to exceed $150,000 to provide outpatient psychotherapy services for Contra Costa Health Plan members for the period January 1, 2019 through December 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

**C. 45** APPROVE and AUTHORIZE the Department of Information Technology's Chief Information Officer, or designee, to execute a contract with Pictometry International Corp., in an amount not to exceed $294,561 to provide digital aerial data products, data licensing, and services to the Department of Information Technology’s Geographical Information Systems unit for the period December 11, 2018 through December 10, 2021. (100% User Fees)

**C. 46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Diablo Valley Perinatal Associates, Inc., in an amount not to exceed $1,000,000 to provide perinatology services to Contra Costa Health Plan members for the period January 1, 2019 through December 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

**C. 47** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Hank H. Sun, M.D., in an amount not to exceed $380,000 to provide anesthesia services for Contra Costa Regional Medical Center and Health Center patients for the period October 1, 2018 through September 30, 2019. (100% Hospital Enterprise Fund I)

**C. 48** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment effective December 11, 2018 with Lawrence G. Mallon, Esquire, to extend the term from December 31, 2018 through December 31, 2020 with no change to the payment limit of $150,000, to provide technical assistance services related to the San Francisco to Stockton Navigation Improvement Study and other navigation projects. (100% Ship Channel Maintenance Assessment District funding)

**C. 49** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with STAND! For Families Free of Violence, in an amount not to exceed $103,626, to provide services to victims of domestic violence, sexual abuse, human trafficking, and/or stalking, through the Federal Grant for Improving Criminal Justice Response Program Services, for the period January 1 through December 31, 2019. (100% Federal)

**C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Park L. Hsieh, O.D., A Professional Optometric Corporation, in an amount not to exceed $200,000 to provide optometry services to Contra Costa Health Plan members for the period January 1, 2019 through December 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

**C. 51** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with CoCoKids, Inc., a non-profit public benefit corporation, effective January 1, 2019, to increase the payment limit by $269,611 to a new payment limit of $1,143,473 to provide additional Emergency Child Care Bridge Program for Foster Children services, with no change to term January 1, 2018 through June 30, 2019. (91% State, 9% Federal)

**C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Michael Levin, M.D., in an amount not to exceed $285,496 to provide outpatient psychiatric services at the Central County Adult Mental Health Clinic, and to provide expert testimony in Lanterman Petris Short conservatorship trials for the period January 1 through December 31, 2019. (100% Mental Health Realignment)

**C. 53** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract including modified indemnification language with Crestwood Behavioral Health, Inc., in an amount not to exceed $95,000 to provide emergency residential care placement services to mentally ill adults for the period January 1 through December 31, 2019. (100% Mental Health Realignment)

**C. 54** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Henry Schein, Inc., in an amount not to exceed $400,000 for the purchase of dental supplies, equipment, and instruments, for the dental services at the Contra Costa Regional Medical Center, Contra Costa Health Centers, and Detention Facilities for the period January 1 through December 31, 2019. (100% Hospital Enterprise Fund I)

**C. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract including modified indemnification language with Oliver Wyman Actuarial Consulting, Inc., in an amount not to exceed $405,000 to provide actuarial services for Contra Costa Health Plan and Contra Costa Health Services for the period December 1, 2018 through November 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

**C. 56** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Arjo Inc., in an amount not to exceed $1,000,000 for rental of patient care equipment and the purchase of therapeutic medical supplies and products for the Operating Room at the Contra Costa Regional Medical Center for the period September 1, 2018 through October 31, 2020. (100% Hospital Enterprise Fund I)

**C. 57** APPROVE and AUTHORIZE the Director of Child Support Services, or designee, to execute a contract including modified indemnification language with Laboratory Corporation of America Holding, in an amount of $50,000 for genetic parentage testing services for the period January 1 through December 31, 2019. (66% Federal, 34% State)

**Other Actions**

**C. 58** ACCEPT the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee Annual Report for 2018 and corrected Annual Report for 2017, as recommended by the Conservation and Development Director. (No fiscal impact)

**C. 59** APPROVE the second amended 2017/2018 North Richmond Waste and Recovery Mitigation Fee Expenditure Plan with updated funding allocations applicable to previously approved activities for the period of July 1, 2017 through June 30, 2018, as recommended by the North Richmond Waste and Recovery Mitigation Fee Joint Expenditure Planning Committee. (100% North Richmond Mitigation funds)

**C. 60** ADOPT Resolution No. 2018/603 supporting grant proposals for the restoration of Marsh Creek, as recommended by Supervisor Burgis.

**C. 61** 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 $322,927 for book rental for the Contra Costa County Library, for the period January 1 through December 31, 2019. (100% Library Fund)

**C. 62** ACCEPT the Contra Costa County Library Commission 2018 Annual Report and 2019 Work Plan, as recommended by the County Librarian. (No fiscal impact)

**C. 63** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Regents of the University of California on behalf of its University of California, San Diego Extension - Healthcare, to provide supervised field instruction to lactation consultant students at Contra Costa Regional Medical Center and Health Centers for the period December 1, 2018 through November 30, 2020. (Non-financial agreement)

**C. 64** RECEIVE and ACCEPT the 2018 Annual Report of the Alamo Municipal Advisory Council, as recommended by Supervisor Andersen.

**C. 65** DECLARE the candidates who filed for an office for which the number of candidates is equal to or less than the number required to be elected as "Appointed in Lieu of Election" or "Appointed" at the November 6, 2018 General Election, as recommended by the Clerk Recorder. (No fiscal impact)

**C. 66** ACCEPT the cumulative evaluation report from the Health Services Department on the implementation of Laura's Law – Assisted Outpatient Treatment program through June 2018, and APPROVE and AUTHORIZE the extension of the program beyond the approved three-year pilot period as part of Contra Costa Behavioral Health Services' ongoing service delivery for persons experiencing serious mental illness, as recommended by the Family and Human Services Committee. (95% Mental Health Services Act; 5% County General Fund)

**C. 67** APPROVE and AUTHORIZE the Purchasing Agent to purchase, on behalf of the County Probation Officer, one-hundred Wal-Mart gift cards and one-hundred Target gift cards in an amount of $25 each for a total of $5,000 to promote participation in the Thinking For a Change rehabilitative program. (50% SB 678, 50% General Fund)

**C. 68** Acting as the governing board of the Contra Costa County Fire Protection District, ACCEPT a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives.

**C. 69** DECLARE and ACCEPT the results of the November 6, 2018 General Election; and DECLARE specified candidates elected, as recommended by the County Clerk-Recorder and Registrar. (No fiscal impact)

## GENERAL INFORMATION

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

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

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

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

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

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

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

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

www.co.contra-costa.ca.us

## STANDING COMMITTEES

The **Airport Committee** (Supervisors Diane Burgis and Karen Mitchoff) meets quarterly on the second Wednesday of the month at 11:00 a.m. at the Director of Airports Office, 550 Sally Ride Drive, Concord.

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

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

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

The **Internal Operations Committee** (Supervisors Diane Burgis and Candace Andersen) meets on the second Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

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

The **Transportation, Water & Infrastructure Committee** (Supervisors Karen Mitchoff and Candace Andersen) meets on the second Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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|---|---|---|---|
| Airports Committee | February 13, 2019 | 11:00 a.m. | 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: Board of Supervisors

From: David Twa, County Administrator

Date: December 11, 2018

Subject: UPDATE ON COUNTY PARTICIPATION IN THE STEPPING UP INITIATIVE

**RECOMMENDATION(S):**
ACCEPT an update on Contra Costa County's implementation of the Stepping Up Initiative to reduce the number people with mental illnesses in jails.

**FISCAL IMPACT:**
No fiscal impact.

**BACKGROUND:**
## History of Stepping Up Initiative

In July 2015, the National Association of Counties (NACo) and partners at the Council of State Governments (CSG) Justice Center and American Psychiatric Association Foundation (APAF) launched Stepping Up, a national initiative to reduce the number of people with mental illnesses in jails and announced a call to action to demonstrate strong county and state leadership and a shared commitment to a multi-step planning process that can achieve concrete results for jails in counties of all sizes. As part of this call to action, county elected officials were asked to pass resolutions and work with other local leaders (e.g., the sheriff, judges, district attorney, treatment providers, and state and local policymakers), people with mental illnesses and their advocates, and other stakeholders to reduce the number of people with mental illnesses in jails.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Timothy Ewell, (925)335-1036

**cc:** Hon. David O. Livingston, Sheriff-Coroner, Hon. Diana Becton, District Attorney, Robin Lipetzky, Public Defender, Todd Billeci, County Probation Officer, Anna Roth, Health Services Director, Kathy Gallagher, EHS Director

Stepping Up participants receive an online resources toolkit to assist with efforts, including a series of webinars, exercises and related distance-learning opportunities; peer-to-peer exchanges; and key resources from initiative partners. The online toolkit includes self-assessment checklists and information to assist counties in identifying how much progress they have already made and a planning template to help county teams develop data-driven strategies that are tailored to local needs.

In support of Stepping Up, NACo, the CSG Justice Center, and the APAF hosted the National Summit on Reducing the Prevalence of Individuals with Mental Illnesses in Jails in Spring 2016 in Washington, D.C.

BACKGROUND: (CONT'D)

## County Involvement with Stepping Up Initiative

## Representation at State Convening

On December 8, 2015 the Board of Supervisors affirmed its commitment of Contra Costa County to reduce the number of people with mental illnesses in our County jails consistent with the goals of the Stepping Up Initiative by adopting Resolution No. 2015/456 (Attachment A), which was sponsored by Supervisor Andersen and Sheriff Livingston.

In January 2017, a Contra Costa team was selected to attend the Californa Stepping up Intiative Summit held in Sacramento. The County was represented by:

- Supervisor Candace Andersen
- Todd Billeci, County Probation Officer
- Robin Lipetzky, Public Defender
- Tom Kensok, District Attorney's Office
- Captain Chris Simmons, Sheriff's Office (now Assistant Sheriff)
- David Seidner, Behavioral Health Division of Health Services Department

## Identification of County Programs

One aspect of analyzing the County's interaction with individuals having behavioral health needs is taking inventory of current programs and those planned for expansion. Below is a partial list of programs that the County has identified as being related to the goals of the Stepping Up Initiative:

*Current policies, strategies, and programs (partial list)*

**1. The County Behavioral Healthcare Partnership** with Contra Costa Regional Medical Center and Health Centers (BHP) was formed in 2009 as a multi-stakeholder team of senior hospital administrators, doctors and clinicians from the County's Psychiatric Emergency Services (PES), the Sheriff's Office (which provides security services for the health centers), mental health consumers, and family members. Chaired by a consumer or consumer ally and staffed by a Patient and Family Advisory Council Coordinator, the goal of the BHP is to ensure that the hospital and psychiatric emergency settings provide effective and holistic services, include family and consumer voice, and reduce seclusion, blame, and shame. Meeting monthly, the BHP has developed a strategic plan and operational protocol to ensure that the Health Centers provide welcoming and accessible care for all mental health consumers and their families.

**2. Inter-Agency Electronic Health Record**: In 2012, the Health Services Department implemented an electronic health record (EHR) system, ccLink, based on software by Epic; this EHR is connected to both Detention Mental Health staff (DMH, a unit of County Health Services) and the County's Regional Medical Center, including PES. The system has been refined to include prompts related to housing status, substance use, and other psychosocial factors. With the support of this integrated data system, County Hospital administrators and DMH have developed a shared Treatment Implementation Plan (TIP) and protocol to identify and develop coordinated response and planning for people who frequently cycle among the detention facilities, psychiatric emergency, and hospitals.

**3. Homeless Encampment Action Protocol**: For the past several years, an interagency

partnership (including the Health, Housing and Homeless Services Division of the Health Services Department, the Sheriff's Office, multiple police departments, and Contra Costa Public Works) has worked to develop a Homeless Encampment Action Protocol. Memorialized in a Memorandum of Understanding signed in 2013, this protocol details a coordinated and supportive response to homeless encampments. According to this protocol, upon any report of a homeless encampment, an officer notifies the Homeless Services Director, who dispatches the Homeless outreach team (CORE) to build connections, protect and store individuals' personal property, arrange immediate alternative shelter, and provide coordinated connection to ongoing services.

**4. Crisis Intervention Training (CIT)**: With the County's increasing attention to helping agencies differentiate between criminal behaviors and those that result from mental illness or substance use, under new leadership the County's longstanding CIT has been enhanced over the past two years. A partnership of the Sheriff's Office, DMH, and Psychiatric Emergency Services (PES), the CIT is a four-day, 32-hour specialized mental health training, specifically intended to reduce the number of people with mental illness who are either arrested or committed on an involuntary hold, by broadening multi-agency perspectives, deepening technical understanding, and building operational partnerships. Offered twice a year to up to 40 people per session, the CIT is open not only to sworn Sheriff's Office personnel, but to all other law enforcement agencies in the County as a resource.

**5. The George & Cynthia Miller Wellness Center**, opened in 2014, is designed to improve access to integrated behavioral and physical health care, especially for people with complex challenges. Located on the campus of the County Regional Medical Center and technologically connected to its data systems, the Wellness Center offers a preventive and more ongoing alternative to County Psychiatric Emergency Services (PES). In addition to offering primary care, pediatrics, group medical visits, and same-day appointments, its behavioral health services include psychiatry, short-term individual and family therapy, outpatient care for substance abuse, support groups, and crisis management and referral into long-term treatment for children and adults. Located just a few miles from the County's main jail, the Wellness Center is well suited to provide post-release support, an effective intervention that can prevent rapid reincarceration.

**6. Laura's Law Implementation**: In February 2015, Contra Costa County adopted Laura's Law (also known as Assisted Outpatient Treatment, or AOT), the California law that allows the Court to order a small subset of people with serious mental illness to accept treatment and to order the mental health system to provide treatment. Using the Assertive Community Treatment (ACT) model of care, and led by a licensed clinician, the County's multidisciplinary Care Team manages Laura's Law referrals. Following a standardized screening, intervention, and investigation protocol, and working with the individual, family, and appropriate professionals, the Care Team undertakes a coordinated response, develops a treatment plan, facilitates voluntary treatment whenever possible, and ensures connection with the proper level and type of care.

**7. Mental Health Evaluation Teams (MHET)**: Established in mid-2015 as a partnership of County Behavioral Health Services and several local police departments, MHET teams are designed to provide targeted support to people whose mental health challenges result in repeated police calls for violent or threatening behavior, or who have been involuntarily hospitalized due to psychiatric crisis. Operating as a pilot in cities located in each region of the County, the MHET teams include both behavioral clinicians and dedicated police officers. Following an incident with either law enforcement or PES, staff can refer cases to their region's MHET for follow up. The MHET officer and partnering clinician then work with identified individuals, and their families, to identify underlying causes and facilitate connections to appropriate services and supports.

**8.** At the **County's Adult Detention Facilities**, the current intake process includes an initial screening for potential mental health disorders for anyone booked into the jail. Whether an individual self-discloses a mental health issue or the possibility is raised based on observed behavior or a report from a family member or others, any such report triggers an automatic referral to Detention Mental Health. Once a report is made, the person is assessed by DMH clinicians, who may then refer the person to the facility's psychiatrists, whose diagnosis and treatment protocol will in turn initiate additional decisions, whether they be related to in-custody housing assignment or any other medical treatment decisions. DMH staff chart this medical information into the HIPAA-compliant EHR, which is then accessible to appropriate staff in DMH, PES, and the County hospitals and clinics. In addition, the DMH Supervisor is assigned to shifts both at the detention facilities and at PES, which further facilitates identification of people who are cycling back and forth between the two systems.

**9. The County Mental Health Commission** has a longstanding mission: To ensure that the County's Mental Health System delivers services that are effective, efficient, culturally relevant and responsive to the needs and desires of the clients it serves; and to advocate to the Board of Supervisors, the Behavioral Health Division, and the community on behalf of all Contra Costa County residents in need of mental health services. The Commission's Justice Committee is charged with responsibility for advising County stakeholders regarding issues of criminal justice and mental illness.

**10. The Juvenile Justice Commission** and the **Juvenile Justice Coordinating Council** work with the Probation Department, Superior Court and other juvenile justice stakeholders to ensure appropriate services for youth, including those with mental health challenges who interact with the Probation Department.

*Current plans to enhance existing policies or services for this population*

**1.** Contra Costa Health Services, in collaboration with the Sheriff's Office Custody Bureau, has embarked on a process to **redesign the health services provided in the jails**. Participants include Detention Health, including both medical and mental health components, Behavioral Health, Contra Costa Regional Medical Center and Health Centers, Reentry Health Conductors, additional community service providers as well as inmate-patients. Targeted improvement efforts include:

* Timely access to care
* Care for those with acute/emergent behavioral health issues
* Care for those with urgent medical and/or behavioral health issues
* Care for those with routine medical and/or behavioral health issues
* Medication assessment, prescription, and management
* Specialty Care
* Pre-release and reentry medical care and continuity

**2.** A new, state-funded, public-private initiative managed by the Behavioral Health Division of Contra Costa County Health Services, ***CoCo LEAD Plus*** is intended to break the cycle of criminalization and incarceration for people with mental illness or substance use disorders. CoCo LEAD Plus will implement new arrest-diversion protocols and intensive services for people with behavioral health issues who have been repeatedly arrested by the Antioch Police Department for a broad array of low-level, non-violent charges. CoCo LEAD Plus builds on Seattle's Law Enforcement Assisted Diversion (LEAD) model, which provides diversion opportunities for people arrested on low-level drug and prostitution charges. CoCo LEAD Plus includes a wider array of misdemeanors and felony "wobblers" in its list of potentially divertible charges. The project combines coordinated diversion protocols with peer-driven outreach and engagement, community-based cognitive behavioral services,

community-based restorative justice programing, dedicated transitional housing, subsidized employment, and access to permanent housing for qualified candidates, via Section 8. CoCo LEAD Plus is primarily funded by a three-year, $5,984,000 Prop. 47 grant from the California Board of State and Community Corrections (BSCC). Services began in summer of 2018.

**3.** Having substantially enhanced the scale and sophistication of the **Crisis Intervention Training (CIT),** the Sheriff's Office is working to foster training and adoption of the CIT approaches and practices in all law enforcement agencies countywide. In addition to ensuring that 100% of the Sheriff's staff are trained to use CIT in all settings (detention, PES, and on patrol), the Sheriff's Office intends to increase the frequency of the four-day training series available to other law enforcement agencies. CIT was offered to 40 people twice a year, but to better meet the demand, these trainings were increased to three times a year in 2016 and no less than quarterly thereafter.

**4.** To increase speed of response and maximize utilization for the County's Emergency Shelters (including specialty shelters), the Health, Housing and Homeless (H3) division of County Health Services has developed an electronic **Shelter-Bed Reservation System and coordinated entry**, which tracks availability at all County shelters and other services available to vulnerable populations.

**5. Coordinated Assessment and Resource (CARE) Center.** As one of the main entry points into the coordinated entry system, CARE Centers play a critical role in helping to identify and engage individuals into services. The County has established three CARE centers in collaboration with community-based organizations GRIP and Anka Behavioral Health, who are providing support services to Contra Costa County families who are homeless, including case management, day shelter services, transportation needs, mental health assessment, and crisis intervention.

**6.** Detention Health is currently examining the process to ensure that returning residents can maintain continuity of care, including medication prescription and management. Currently, some individuals may receive a short course of medication when they are released. Other possibilities that Detention Health is exploring for **ensuring medications and continuity of care** include Detention Health providers sending prescriptions to a community pharmacy for pick up when the newly released individual returns back to their community, a linkage/referral to a Public Health Nurse case manager through a new program called *CommunityConnect,* and an appointment in the Health Services Transition Clinic where providers are trained to provide culturally competent and respectful care.

## Sequential Intercept Mapping (SIM) Process

Following participation in national and state convenings along with identifying county programs critical to this population over the past three years, the County engaged Policy Research Associates (PRA) to assist with a project to map the path of individuals in our community with behavioral health needs through the local criminal justice system. Sequential Intercept Mapping (SIM) is a model developed to assist in identifying resources in certain points within a service delivery system. The model also highlights gaps in a system, which helps to focus stakeholders attention on issues.

On September 19-20, 2018, PRA facilitated a SIM development workshop, which was attended by 55 representatives, including County employees, stakeholders involved in the county behavioral health delivery system, the local criminal justice system and members of the public. A more comprehensive report, including detailed information about each intercept point, is being finalized by PRA and will be forwarded to the Board of Supervisors at a future date.

## Conclusion

Today's report is designed to reintroduce the Stepping Up Inititative to the Board and interested members of the public and to outline efforts undertaken by the County over the last three years to advance the initiative. As described above, the comprehensive SIM report is being finalized by PRA. Staff plans to bring that report to the Board once complete along with recommendations for action based on the contents of the report. Ms. Regina Huerter of PRA, who facilitated the County's SIM development process, will be present to outline that effort. Ms. Huerter's PowerPoint presentation is attached as Attachment B for reference.

CONSEQUENCE OF NEGATIVE ACTION:

This report is informational only.

ATTACHMENTS

Attachment A - Resolution No. 2015/456

Attachment B - PowerPoint Presentation

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

**and for Special Districts, Agencies and Authorities Governed by the Board**

**Adopted this Resolution on 12/08/2015 by the following vote:**

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

**Resolution No. 2015/456**

**In the matter of "Stepping Up" to Reduce the Number of People with Mental Illnesses in Jails**

WHEREAS, counties routinely provide treatment services to the estimated two million people with serious mental illnesses booked into jail each year;

WHEREAS, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general public;

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails also have substance use disorders;

WHEREAS, adults with mental illnesses tend to stay longer in jail and, upon release, are at a higher risk of recidivism than people without these disorders;

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs;

WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families;

WHEREAS, Contra Costa County and all counties take pride in their responsibility to protect and enhance the health, welfare, and safety of its residents in efficient and cost-effective ways;

WHEREAS, Contra Costa County provides enhanced mental health services and care to inmates housed at both the West County Detention and Marsh Creek Detention Facilities and, additionally, assists internal and external agencies in coordinating discharge planning and medical/mental health/medication information for inmates prior to their release to the community.

WHEREAS, through Stepping Up, the National Association of Counties, The Council of State Governments Justice Center, and the American Psychiatric Association Foundation are encouraging public, private, and nonprofit partners to reduce the number of people with mental illnesses in jails.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors does hereby subscribe to the Call to Action to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in our state and across the country to support a national initiative and encourage all county officials, employees, and residents to participate in Stepping Up. We resolve to utilize the comprehensive resources available through Stepping Up to:

- Convene or draw on a diverse team of leaders and decision makers from multiple agencies committed to safely reducing the number of people with mental illnesses in jails;
- Collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk, and use that baseline information to guide decision making at the system, program, and case levels;
- Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders, and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and supports in the community;
- Develop a plan with measurable outcomes that draws on the jail assessment and prevalence data and the examination of available treatment and service capacity, while considering identified barriers;
- Implement research-based approaches that advance the plan; and
- Create a process to track progress using data and information systems, and to report on successes.

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

**ATTESTED: December 8, 2015**

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**Contact: Jill Ray, (925) 957-8860**

**cc:**

# Sequential Intercept Model Mapping Outcome Summary

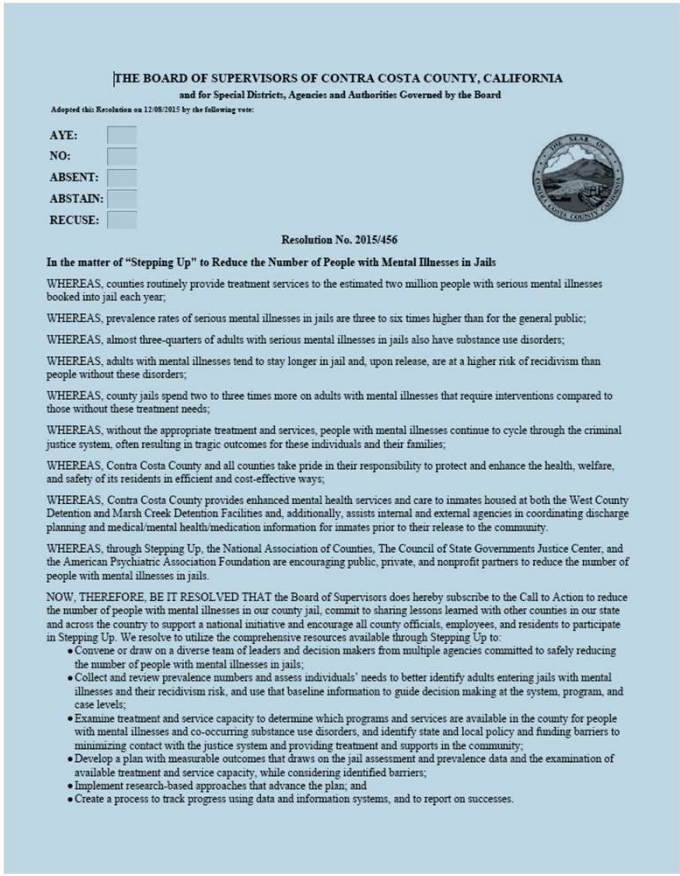
## Contra Costa County

## December 11, 2018

POLICY RESEARCH ASSOCIATES

# Stepping Up Resolution

- **Board of Supervisors**
  - **Resolution No. 2015/456**
  - **Attested December 8, 2015**
- **Foundation for initiatives to reduce jail incarceration of individuals with SMI**



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

Adopted this Resolution on 12/08/2015 by the following vote:

**AYE:**
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- Implement research-based approaches that advance the plan; and
- Create a process to track progress using data and information systems, and to report on successes.

PRA
POLICY RESEARCH ASSOCIATES

# Cross Section of Contra Costa Leaders and Invested Parties

- Mapping took place September 19, 2018
- 55 Participants representing a broad spectrum of criminal justice, health, community provider and advocacy groups
- Kick off and opening remarks were provided by
  - District II Supervisor Candace Andersen
  - Contra Costa Health Services Director Anna Roth

- Special thank you to Lara Delany, Rebecca Brown, Erika Jenssen, Ellen McDonnell, Nancy Kenoyer and David Seidner

# People move through the criminal justice system in predictable ways

**The SIM map follows the process to identify Resources and Gaps**

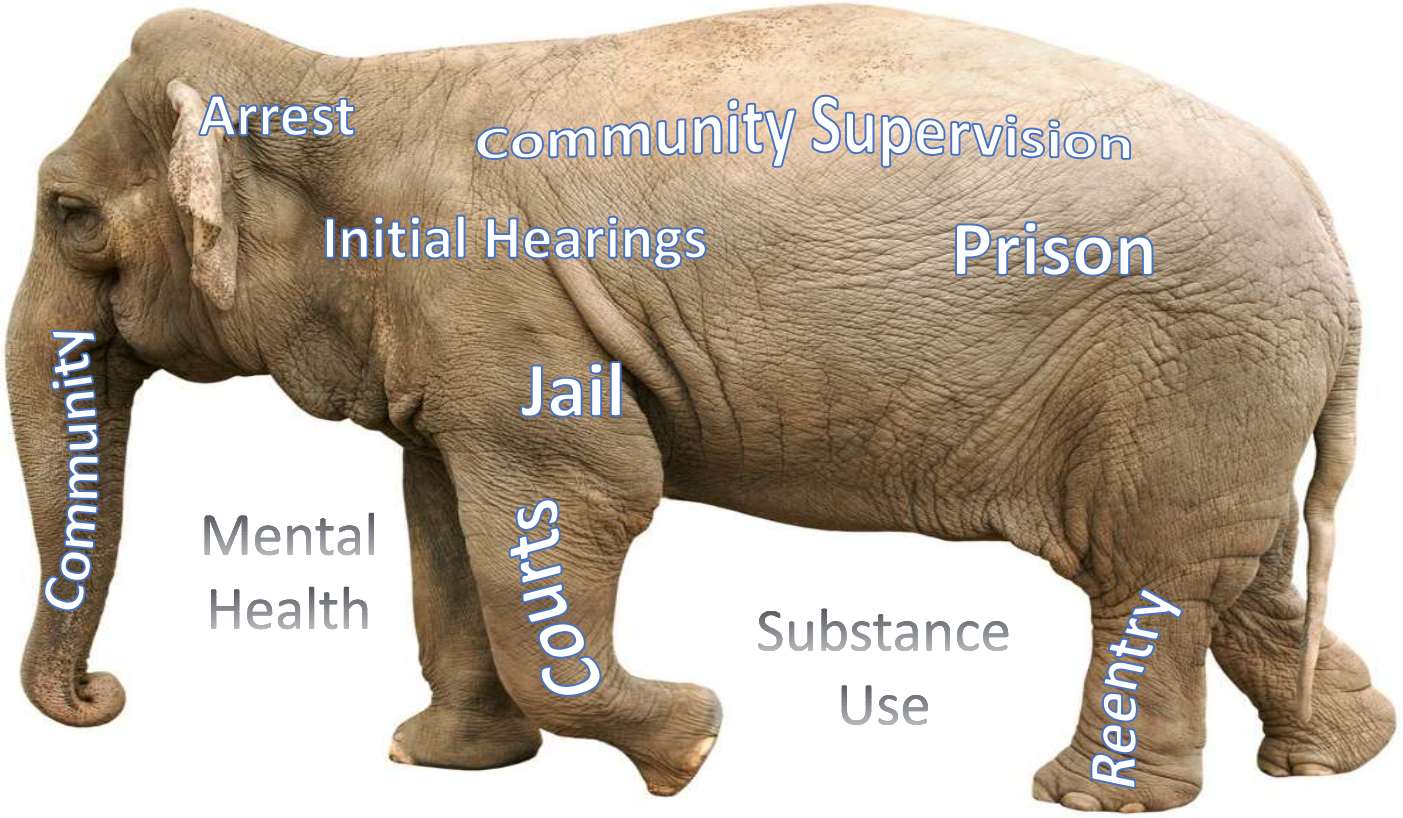
PRA
POLICY RESEARCH ASSOCIATES

# Focus

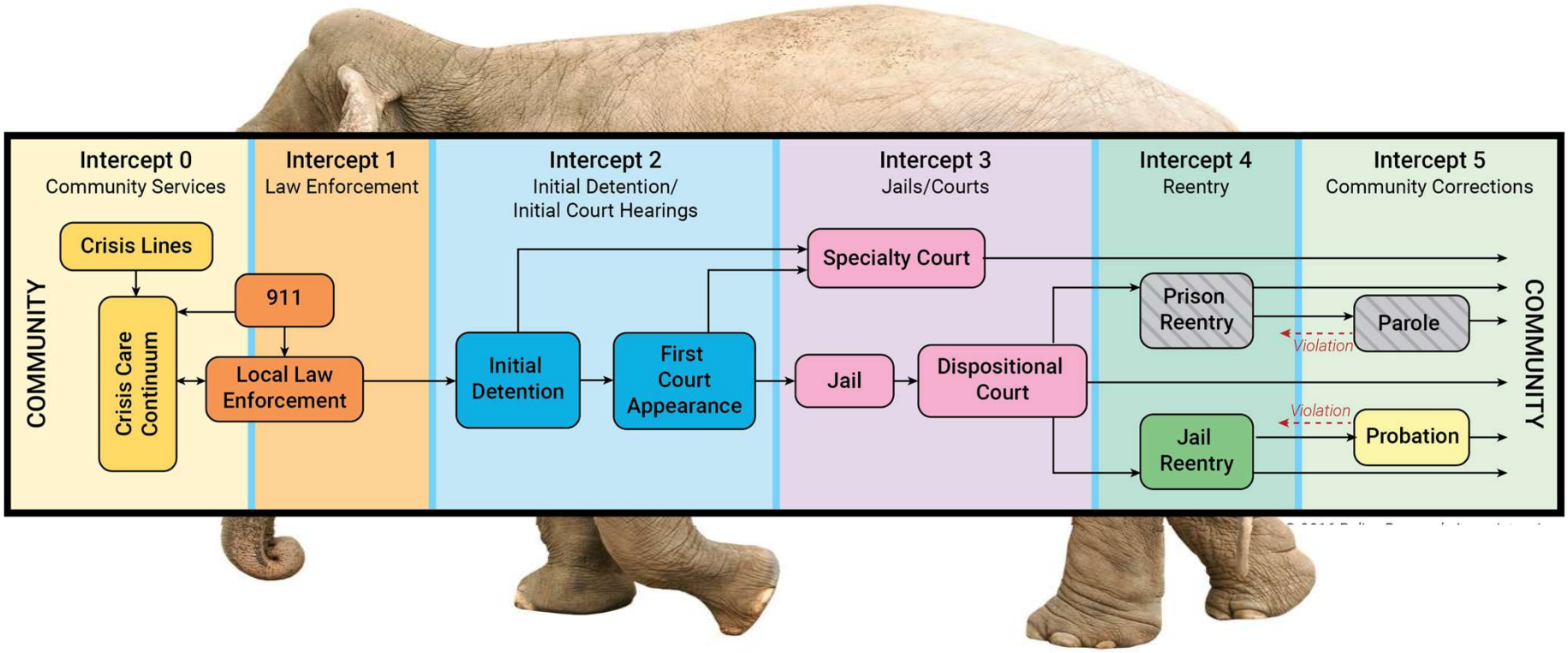
Men and women with…

- Serious mental illness, and often
  - Co-occurring substance use disorders
    - Involved with the criminal justice system OR at risk of involvement

# The “Unsequential” Model



# Sequential Intercept Model



# Next Steps

- Final report draft
- Final report
- Stakeholder review and prioritize recommendations
- Action…

# Thank you

**Regina Huerter, Policy Research Associates**

**Senior Project Associate**

PRA
POLICY RESEARCH ASSOCIATES

Contra Costa County

To: Board of Supervisors

From: Melinda Cervantes, County Librarian

Date: December 11, 2018

Subject: Hearing to Adopt Resolution Approving New Schedule of Fines and Charges for the Contra Costa County Library

**RECOMMENDATION(S):**

1. OPEN the public hearing to consider adopting resolution 2018/556: RECEIVE public comments, and CLOSE public hearing.

2. ADOPT Resolution No. 2018/556, superseding Resolution No. 2013/465, approving the new Fines and Charges Schedule for the Contra Costa County Library effective January 1, 2019, as recommended by the County Librarian.

**FISCAL IMPACT:**

No impact to the General Fund. The Library budget will be adjusted to reflect the estimated reduction in revenue due to the elimination of overdue library materials fines and the one time discharge of library materials replacement cost charges. The budgeted appropriation allocation for the acquisition of library books will be reduced by $300,000 to offset the reduction in estimated revenue.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Melinda Cervantes, 925-608-7701

By: , Deputy

**cc:**

BACKGROUND:

The County Librarian and County Library Commission are recommending changes to the library fines and charges schedule. Contra Costa County Library goals include ensuring that everyone has easy, equitable access to library services. Following the public hearing the County Librarian requests the Board of Supervisors to adopt the new Contra Costa County Library Fines and Charges Schedule that will no longer include daily fines for overdue items to increase equitable access.

In a recent survey of Contra Costa County Library customers, respondents overwhelming identified "Cost of Living" as the most pressing concern in their communities. The Government Alliance on Race and Equity (GARE) recently published an *Issue Brief on Advancing Racial Equity in Public Libraries*, and identified library fines as a form of "structural racism," pointing out that people who have difficulty paying fines experience negative consequences that include being blocked from library and computer use, or being reported to a collections agency. Supporting Parents in Early Literacy through Libraries (SPELL) research reveals that library fines and fees are barriers preventing low-income families from using public libraries. Other libraries in California that have recently eliminated overdue library fines include San Diego Public Library and Berkeley Public Library.

Communities in Contra Costa County with the largest amount of uncollectable debt include Antioch, Concord, Pleasant Hill, Pittsburg and San Pablo. The impact of fines on youth patron accounts alone prevents access to library materials and perceived access to all library services; kids and parents stop using the library. Of the 132,000 registered children and teen library cards, 43% currently owe a balance on their library accounts. Approximately 21,000 youth patron cards are blocked at a critical time in their lives when they most need access.

Overdue library material fines and library material replacement charges make up approximately 2% of the library's budgeted revenue. Since FY 2013-14 revenue from fines and charges decreased by 31%. During this same period, circulation of ebooks and other e-resources have increased 128%. E-resources are already fine free and benefit those with greater access to technology.

Charges for replacement of lost or damaged library materials will remain on the Fines and Charges Schedule Policy. The processing charge has not changed since 1995 and does not reflect actual processing costs; staff recommends an increase from $5.00 to $10.00 per item. If an item is damaged or lost, replacement charges apply. If not returned thirty days after an item is due, the item is considered lost and the customer must pay the replacement and processing charges. The processing charge includes costs for replacement bar codes, Radio-Frequency identification (RFID) tags, book jackets, and property stamps, plus staff costs associated with processing.

Contra Costa County Library's *Project Equitable Access* resets the library's relationship with the public, inviting people to return to the library and take advantage of all that is offered. With the elimination of late fines it's anticipated that there will be a significant increase in the circulation of library materials and the number of active cardholders.

Upon approval by the Board of Supervisors, the Library will conduct an aggressive outreach effort to current and former library cardholders through the print and broadcast media, social media, schools, outreach events and via emails to encourage all to visit their closest library, get a new library card or reactivate an expired card, and return books and other materials without penalty. *Project Equitable Access* will offer a "fresh start" to children, teens and adults in Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

Without a public hearing, the proposed change to the Library Fines and Charges Schedule Policy could not be presented.

ATTACHMENTS

Resolution No. 2018/556

Schedule of Fines & Charges

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/556

In the Matter of the Schedule of Fines and Charges for the Contra Costa County Library

WHEREAS, the Contra Costa County Librarian has recommended that effective January 1, 2019, a new Schedule of Fines and Charges for the Contra Costa County Library be adopted that will result in an increase in processing costs from $5.00 to $10.00 per item, the elimination of the $1.00 charge for a replacement library card, and the elimination of overdue fines for all Contra Costa County Library owned materials.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Processing costs are increased from $5.00 to $10.00 per item.

2. The $1.00 charge for a replacement library card is eliminated.

3. All overdue/late fines for all Contra Costa County Library owned materials are eliminated.

4. The Schedule of Fines and Charges, as set forth in Attachment 1 of this Resolution, is adopted effective January 1, 2019.

5. This resolution supersedes and replaces Resolution No. 2013/465.

I hereby certify that this 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: Melinda Cervantes, 925-608-7701

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:**

CONTRA COSTA COUNTY LIBRARY
Bringing People and Ideas Together
ccclib.org

# Proposed - SCHEDULE OF FINES & CHARGES - EFFECTIVE JANUARY 1, 2019

| TYPE OF MATERIAL | LOST AND DAMAGED CHARGE | PROCESSING CHARGE * |
|---|---|---|
| All Books, CDs, and DVDs | Item price, if known, or $25.00 | $10.00 |
| All Magazines | $5.00 | |
| Kits | Replacement Cost | $10.00 |
| Equipment | Replacement Cost | $10.00 |
| LINK+ Interlibrary Loan items | Determined by lending library, not to exceed $115.00, including processing charge | |

*** Processing charges for lost items are non-refundable if the item is later found and returned.**

## OTHER CHARGES

| | |
|---|---|
| Missing portions of sets & kits, including cases | $8.00 |
| Print/Copy Smart Card – Initial Purchase | $ .50 per card |
| Black & White Prints/Copies<br>Color Prints/Copies | $ .15 per page<br>$ .50 per page |
| Returned Check Fee | $15.00 |
| Materials Recovery Late Fee** | $10.00 per account |
| Non-refundable Meeting Room Fee*** | |
| Large Room | $40.00/hour |
| Small Room | $10.00/hour |

**** Materials Recovery fee assessed on an account when oldest fine/charge is 60 days past due, and the total balance due is $50.00 or more.**
***** Meeting rooms at Antioch, Concord, El Sobrante, Kensington, Pinole, Pleasant Hill, and Ygnacio Valley Libraries**

Form 9-6 (Revised 1/19) Goldenrod

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 11, 2018

Subject: HEARING TO CONSIDER ADOPTION OF PROPOSED SPECIAL TAX ORDINANCE AND AUTHORIZE ELECTION TO OBTAIN VOTER APPROVAL (DISTRICT V)

**RECOMMENDATION(S):**

1. OPEN hearing to consider adopting Ordinance No. 2018-29, authorizing the levy of a special tax for police protection services in Zone 2904 of County Service area P-6 in the unincorporated area of Lafayette; CONSIDER oral and written comments received; and CLOSE the public hearing.

2. ADOPT Ordinance No. 2018-29, attached hereto.

3. ADOPT Resolution No. 2018/585, attached hereto, authorizing an election in Zone 2904 of County Service Area P-6 to consider approval of Ordinance No. 2018-29.

4. DIRECT the County Clerk, Elections Division, to conduct the election required by Government Code Sections 23027 and 53978. This election shall be held on February 12, 2019.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Jennifer Cruz, (925) 674-7790

**cc:** Rosa Mena

FISCAL IMPACT:

The cost of establishing the Police Service District and election is paid for by the developer of the subdivision.

BACKGROUND:

Per the conditions of approval for Subdivision No. 9442 (County File #SD16-9442), prior to recording the final map for the subdivision, the subdivider is required to establish a special Police Services tax district for the purposes of providing additional funding to augment police services in the area of the subdivision. The property to be subdivided and placed within the proposed special tax district consists of a vacant 10.68-acre site located at 4 Diablo Vista Way in the unincorporated area of Lafayette.

On November 13, 2018, the Board approved Resolution No. 2018/555, as required by Government Code Section 25217, subdivision (b), as the first step in forming a new zone within County Service Area (CSA) P-6 in the unincorporated area of Lafayette. The proposed zone would serve as the vehicle to collect special taxes within the boundaries of the zone if a special tax measure is approved by registered voters within the zone area at the February 12, 2019, election.

The Board is scheduled to conduct a separate hearing on December 11, 2018, on the formation of the proposed zone. If the Board determines there is no majority protest to the formation of this new zone, and if the Board adopts Resolution No. 2018/586, establishing CSA P-6, Zone 2904 subject to voter approval of the special tax, the next step in the process is the hearing on the adoption of a special tax ordinance, the adoption of that ordinance and adoption of a resolution submitting the tax measure to the voters.

In this action, the Board is asked to conduct the hearing on, and adopt, the special tax ordinance (Ordinance No. 2018-29), which would authorize the levy of a special tax for police protection services on all taxable parcels in the area of Zone 2904 if a special tax ballot measure is approved by a two-thirds majority of the registered voters in the zone area. Resolution No. 2018/585, the adoption of which is also recommended, sets forth appropriate ballot language, directs the County Clerk, Elections Division, to conduct the aforementioned election as part of the February 12, 2019, election, and supplies appropriate ballot language.

CONSEQUENCE OF NEGATIVE ACTION:

The project developer would be unable to comply with the conditions of approval for the project. The developer would be unable to record the final map for the subdivision.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2018/585

Exhibit A - Legal Description

Exhibit B - Plat Map

Exhibit C - Ordinance 2018-29

Resolution No. 2018/555

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/585

IN THE MATTER OF AUTHORIZING A SPECIAL TAX IN PROPOSED ZONE 2904 OF COUNTY SERVICE AREA P-6

WHEREAS, this Board recognizes the need for increased police protection services in the above subject zone and the difficulty of funding the current or an increased level of services. Government Code Sections 50077 and 53978 establish procedures for voter authorization of a special tax in order to provide additional funding for police protection;

NOW, THEREFORE, BE IT RESOLVED THAT: 1. Ordinance No. 2018-29, adopted on this date, is to be presented for approval of the voters of proposed Zone 2904 of County Service Area P-6 at the election to be held on February 12, 2019, according to the following ballot proposition:

> *"Shall Ordinance No. 2018-29, to provide additional funding for police protection services, be approved to authorize a special tax on property located in Zone 2904 of County Service Area P-6 in the unincorporated area of Lafayette, at an initial annual amount of $200 per parcel for single-family, residential parcels, with higher and lower amounts for properties in other use categories identified in the ordinance, commencing with the tax year beginning July 1, 2019?"*

2. The Contra Costa County Registrar of Voters is designated as the Election Official for this election, and the County Clerk, Elections Division, is hereby authorized and directed to provide all notices and take all other actions necessary to hold the election described in this resolution including, but not limited to, providing notices of times within which arguments for and against are to be submitted.

3. The County Administrator, or his designee, shall serve as the Eligible Filer for purposes of filing necessary documents with the Elections Official to facilitate listing of the above ballot proposition.

I hereby certify that this 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: Jennifer Cruz, (925) 674-7790

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:** Rosa Mena

## EXHIBIT 'A'
## POLICE SERVICE DISTRICT

REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA BEING ALL OF RESULTANT LOT 1 CONVEYED TO MATTHEW LAWRENCE LOCATI, TRUSTEE OF THE MATTHEW LAWRENCE LOCATI REVOCABLE TRUST, DATED JULY 13, 1999, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 17, 2015 AS DOCUMENT NO. 2015-0193180-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST SOUTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE SOUTH LINE OF SAID RESULTANT LOT 1 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 88°11'32" WEST, FOR A DISTANCE OF 175.00 FEET,
2) NORTH 88°32'32" WEST, FOR A DISTANCE OF 432.60 FEET,
3) NORTH 88°21'34" WEST, FOR A DISTANCE OF 119.57 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID RESULTANT LOT 1, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PLEASANT HILL ROAD;

THENCE, ALONG LAST SAID EASTERLY RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID RESULTANT LOT 1 THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) NORTH 02°18'21" EAST, FOR A DISTANCE OF 174.41 FEET,
2) NORTH 23°17'32" EAST, FOR A DISTANCE OF 47.93 FEET,
3) NORTH 01°36'57" EAST, FOR A DISTANCE OF 307.13 FEET,
4) NORTH 23°04'21" EAST, FOR A DISTANCE OF 119.62 FEET,
5) NORTH 09°10'58" EAST, FOR A DISTANCE OF 87.13 FEET,
6) NORTH 51°29'27" EAST, FOR A DISTANCE OF 167.26 FEET,
7) NORTH 30°59'45" EAST, FOR A DISTANCE OF 81.92 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1, SAID POINT ALSO BEING ON THE CENTERLINE OF SHULGIN ROAD (40' WIDE PRIVATE ROAD);

THENCE, ALONG THE NORTH LINE OF SAID RESULTANT LOT 1 AND SAID CENTERLINE OF SHULGIN ROAD THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) SOUTH 67°52'32" EAST, FOR A DISTANCE OF 56.22 FEET,
2) SOUTH 41°19'47" EAST, FOR A DISTANCE OF 105.80 FEET,
3) SOUTH 73°29'53" EAST, FOR A DISTANCE OF 134.90 FEET,
4) SOUTH 58°58'40" EAST, FOR A DISTANCE OF 187.00 FEET,
5) SOUTH 44°14'30" EAST, FOR A DISTANCE OF 55.30 FEET,
6) SOUTH 23°38'32" EAST, FOR A DISTANCE OF 17.06 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID RESULTANT LOT 1;

THENCE, ALONG THE EAST LINE OF SAID RESULTANT LOT 1 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) SOUTH 43°48'28" WEST, FOR A DISTANCE OF 149.18 FEET,
2) SOUTH 22°08'16" EAST, FOR A DISTANCE OF 143.67 FEET,
3) SOUTH 38°14'01" EAST, FOR A DISTANCE OF 187.35 FEET,
4) SOUTH 56°44'19" WEST, FOR A DISTANCE OF 159.52 FEET,
5) SOUTH 25°43'22" WEST, FOR A DISTANCE OF 23.27 FEET,
6) SOUTH 31°14'32" EAST, FOR A DISTANCE OF 150.60 FEET TO THE **POINT OF BEGINNING.**

## EXHIBIT 'A'
## POLICE SERVICE DISTRICT

**EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL**

REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA BEING ALL OF PARCEL 1 CONVEYED TO PAMELA LOCATI, TRUSTEE OF THE R. AND P. LOCATI FAMILY TRUST DATED NOVEMBER 3, 2000, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MARCH 9, 2016 AS DOCUMENT NO. 2016-0040271-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL 1, FROM WHICH THE MOST SOUTHEASTERLY CORNER OF SAID RESULTANT LOT 1 BEARS SOUTH 56°01'55" EAST, FOR A DISTANCE OF 237.33 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 1 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 78°45'38" WEST, FOR A DISTANCE OF 82.62 FEET,
2) NORTH 87°41'08" WEST, FOR A DISTANCE OF 110.06 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE, ALONG THE WEST LINE OF SAID PARCEL 1 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 01°04'09"E, FOR A DISTANCE OF 4.83 FEET,
2) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 17°57'46", AN ARC LENGTH OF 31.35 FEET,
3) NORTH 16°53'37" WEST, FOR A DISTANCE OF 111.96 FEET,
4) NORTH 02°34'11" WEST, FOR A DISTANCE OF 60.37 FEET,
5) NORTH 20°19'09" EAST, FOR A DISTANCE OF 39.42 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE, ALONG THE NORTH LINE OF SAID PARCEL 1 SOUTH 89°04'35" EAST, FOR A DISTANCE OF 187.18 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID PARCEL 1;

THENCE, ALONG THE EAST LINE OF SAID PARCEL 1 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 10°11'03" EAST, FOR A DISTANCE OF 170.55 FEET,
2) SOUTH 00°20'36" WEST, FOR A DISTANCE OF 89.83 FEET TO THE **POINT OF BEGINNING.**

AFFECTING A PORTION OF ASSESSORS PARCEL NO'S. 169-150-007 & 169-150-008

**ATTACHED HERETO A PLAT ENTITLED EXHIBIT 'B' FOR REFERENCE ONLY.**

**END OF DESCRIPTION**

PREPARED BY:

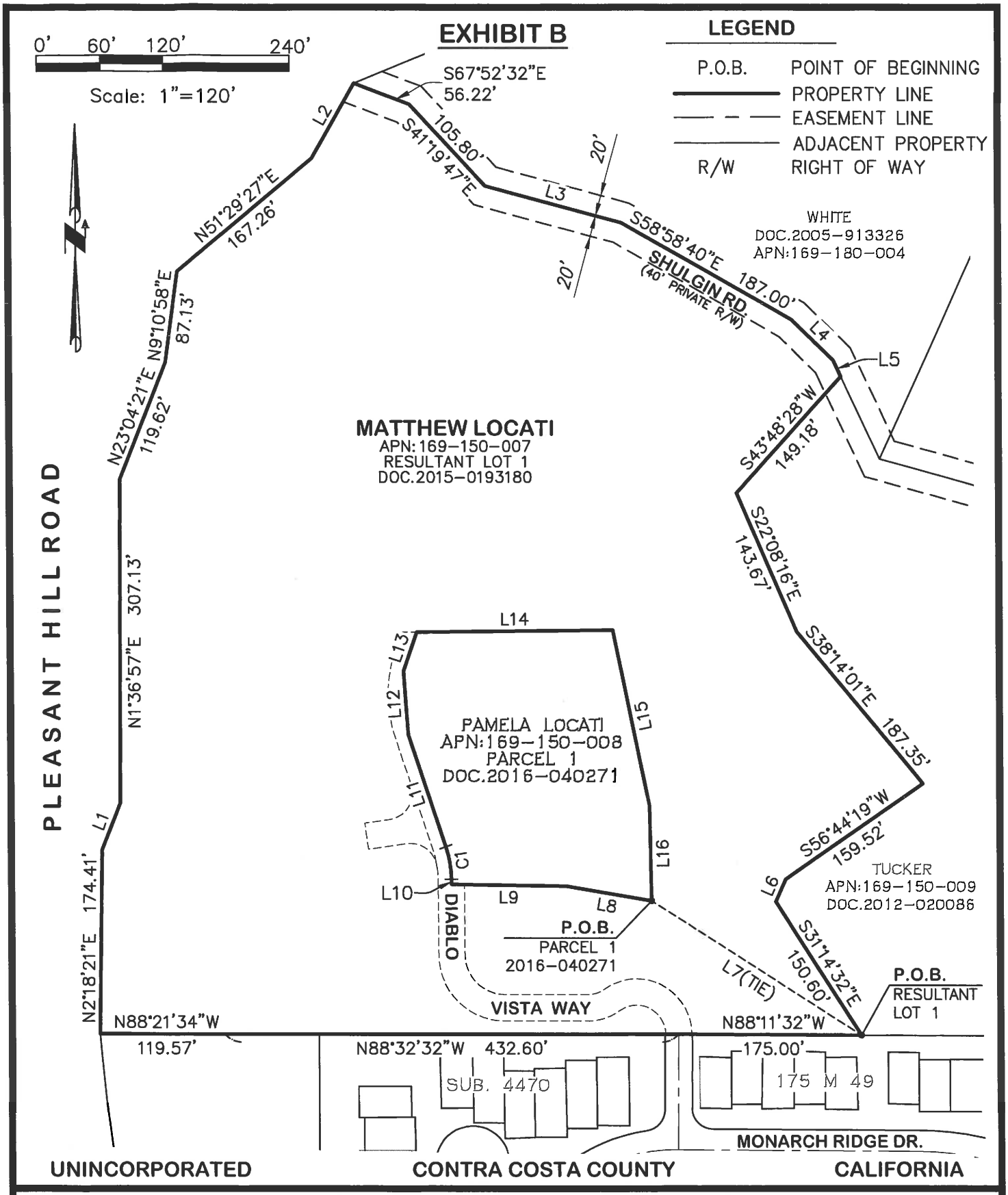
VINCE J. D'ALO

LS 4210

09/06/18

DATE

# EXHIBIT B





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Walnut Creek, CA 94596

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Fax: (925) 476-2350


Subject POLICE SERVICE DISTRICT
Job No. 214039.00 Scale 1"=120'
By EB Date 9/05/2018 Chkd. M.HILL
SHEET 1 OF 2

ORDINANCE NO. 2018-29
(Uncodified)

(An Ordinance of the Board of Supervisors of Contra Costa County)
Authorizing a Special Tax for Police Protection Services in Zone 2904
of County Service Area P-6

The Contra Costa County Board of Supervisors ORDAINS as follows:

ARTICLE I. PURPOSE AND INTENT. It is the purpose and intent of this Ordinance to authorize the levy of a tax on parcels of real property on the secured property tax roll of Contra Costa County that are within Zone 2904 of Contra Costa County Service Area No. P-6 in order to augment funding for police protection services.

This tax is a special tax within the meaning of Section 4 of Article XIIIA of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to *ad valorem* property taxes are intended to apply to the collection and administration of this tax (Article IV of this Ordinance), as authorized by law.

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary.

ARTICLE II. DEFINITIONS. The following definitions shall apply throughout the Ordinance:

1. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of the Ordinance, "parcel" does not include any land or improvements outside the boundaries of Zone 2904 of County Service Area P-6 nor any land or improvements owned by any governmental entity.

2. "Fiscal year" means the period of July 1 through the following June 30.

3. Contra Costa County Service Area P-6 Zone 2904 (hereinafter called "Zone") means that portion of unincorporated area of Contra Costa County located within the Zone's boundaries described and shown in Exhibits A and B attached hereto.

4. "Use Code" means the code number assigned by the Assessor of Contra Costa County in order to classify parcels according to use for *ad valorem* property tax purposes. A copy

of the Assessor's use code classifications chart is attached hereto as Exhibit C and incorporated herein.

5. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area (1982-84=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued of revised.

6. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing power as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Article III 1A herein. The adjustment from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section III 1B herein.

ARTICLE III. AMOUNT AND LEVEL OF TAXES

1. The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2019 through June 30, 2020) shall be the Amount of Tax per Parcel for the Property Use Code Category as set forth in Exhibit D incorporated herein.

B. For Subsequent Fiscal Years:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall by adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year a tax is levied.

In July, the Board of Supervisors of Contra Costa County shall determine the amount of taxes to be levied upon the parcels in the Zone for the then current fiscal year as set forth below.

For each Property Use Category on Exhibit C, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

| | | | | |
|---|---|---|---|---|
| Tax Per Parcel For Then Current Fiscal Year | = | Tax Per Parcel For Previous Fiscal Year | X | (Consumer Price Index for April of Immediately Preceding Fiscal Year) (Consumer Price Index For the first Fiscal Year Of Levy) |

In no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

2. The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Article IV, below. A complete listing of the amount of taxes on each Zone shall be maintained by the Sheriff-Coroner of the County of Contra Costa at Martinez, California, and be available for public inspection during the remainder of the fiscal year for which such taxes are levied.

ARTICLE IV. COLLECTION AND ADMINISTRATION.

1. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code section 2187, and shall have the same effect as an *ad valorem* real property tax lien until fully paid.

2. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for *ad valorem* property taxes and shall be due the County of Contra Costa. Insofar as feasible and insofar as not inconsistent with this Ordinance, the taxes are to be collected in the same manner in which the County collects secured roll *ad valorem* property taxes. Insofar as feasible and insofar as not inconsistent with the Ordinance, the times and procedure regarding exemptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collection for secured roll *ad valorem* property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax: 1) the secured roll tax bills shall be the only notices required for this tax, and 2) the homeowner and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount value.

3. Costs of Administration by the County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

ARTICLE V. ACCOUNTABILITY MEASURES.

1. Account.

Upon the levy and collection of the tax authorized by this ordinance, an account shall be created into which the proceeds of the tax will be deposited. The proceeds of the tax authorized by this Ordinance shall be applied only to the specific purposes identified in this Ordinance.

2. Annual Report.

An annual report that complies with the requirements of Government Code section 50075.3 shall be filed with the Board of Supervisors of Contra Costa County no later than January 1 of each fiscal year in which the tax is levied.

ARTICLE V. SEVERABILITY CLAUSE

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of the Zone hereby declare that they would have adopted the remainder of the Ordinance, including each article, section, subsection, sentence phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

ARTICLE VI. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 2904 in an election to be held on February 12, 2019, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2019. 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 of general circulation published in this County.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors, County of Contra Costa, State of California, on December 11, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

By: _____
Deputy

_____
Chair of the Board of Supervisors

[SEAL]

## EXHIBIT 'A'
## POLICE SERVICE DISTRICT

REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA BEING ALL OF RESULTANT LOT 1 CONVEYED TO MATTHEW LAWRENCE LOCATI, TRUSTEE OF THE MATTHEW LAWRENCE LOCATI REVOCABLE TRUST, DATED JULY 13, 1999, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 17, 2015 AS DOCUMENT NO. 2015-0193180-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST SOUTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE SOUTH LINE OF SAID RESULTANT LOT 1 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 88°11'32" WEST, FOR A DISTANCE OF 175.00 FEET,
2) NORTH 88°32'32" WEST, FOR A DISTANCE OF 432.60 FEET,
3) NORTH 88°21'34" WEST, FOR A DISTANCE OF 119.57 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID RESULTANT LOT 1, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PLEASANT HILL ROAD;

THENCE, ALONG LAST SAID EASTERLY RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID RESULTANT LOT 1 THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) NORTH 02°18'21" EAST, FOR A DISTANCE OF 174.41 FEET,
2) NORTH 23°17'32" EAST, FOR A DISTANCE OF 47.93 FEET,
3) NORTH 01°36'57" EAST, FOR A DISTANCE OF 307.13 FEET,
4) NORTH 23°04'21" EAST, FOR A DISTANCE OF 119.62 FEET,
5) NORTH 09°10'58" EAST, FOR A DISTANCE OF 87.13 FEET,
6) NORTH 51°29'27" EAST, FOR A DISTANCE OF 167.26 FEET,
7) NORTH 30°59'45" EAST, FOR A DISTANCE OF 81.92 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1, SAID POINT ALSO BEING ON THE CENTERLINE OF SHULGIN ROAD (40' WIDE PRIVATE ROAD);

THENCE, ALONG THE NORTH LINE OF SAID RESULTANT LOT 1 AND SAID CENTERLINE OF SHULGIN ROAD THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) SOUTH 67°52'32" EAST, FOR A DISTANCE OF 56.22 FEET,
2) SOUTH 41°19'47" EAST, FOR A DISTANCE OF 105.80 FEET,
3) SOUTH 73°29'53" EAST, FOR A DISTANCE OF 134.90 FEET,
4) SOUTH 58°58'40" EAST, FOR A DISTANCE OF 187.00 FEET,
5) SOUTH 44°14'30" EAST, FOR A DISTANCE OF 55.30 FEET,
6) SOUTH 23°38'32" EAST, FOR A DISTANCE OF 17.06 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID RESULTANT LOT 1;

THENCE, ALONG THE EAST LINE OF SAID RESULTANT LOT 1 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) SOUTH 43°48'28" WEST, FOR A DISTANCE OF 149.18 FEET,
2) SOUTH 22°08'16" EAST, FOR A DISTANCE OF 143.67 FEET,
3) SOUTH 38°14'01" EAST, FOR A DISTANCE OF 187.35 FEET,
4) SOUTH 56°44'19" WEST, FOR A DISTANCE OF 159.52 FEET,
5) SOUTH 25°43'22" WEST, FOR A DISTANCE OF 23.27 FEET,
6) SOUTH 31°14'32" EAST, FOR A DISTANCE OF 150.60 FEET TO THE **POINT OF BEGINNING.**

## EXHIBIT 'A'
## POLICE SERVICE DISTRICT

**EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL**

REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA BEING ALL OF PARCEL 1 CONVEYED TO PAMELA LOCATI, TRUSTEE OF THE R. AND P. LOCATI FAMILY TRUST DATED NOVEMBER 3, 2000, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MARCH 9, 2016 AS DOCUMENT NO. 2016-0040271-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL 1, FROM WHICH THE MOST SOUTHEASTERLY CORNER OF SAID RESULTANT LOT 1 BEARS SOUTH 56°01'55" EAST, FOR A DISTANCE OF 237.33 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 1 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 78°45'38" WEST, FOR A DISTANCE OF 82.62 FEET,
2) NORTH 87°41'08" WEST, FOR A DISTANCE OF 110.06 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE, ALONG THE WEST LINE OF SAID PARCEL 1 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 01°04'09"E, FOR A DISTANCE OF 4.83 FEET,
2) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 17°57'46", AN ARC LENGTH OF 31.35 FEET,
3) NORTH 16°53'37" WEST, FOR A DISTANCE OF 111.96 FEET,
4) NORTH 02°34'11" WEST, FOR A DISTANCE OF 60.37 FEET,
5) NORTH 20°19'09" EAST, FOR A DISTANCE OF 39.42 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE, ALONG THE NORTH LINE OF SAID PARCEL 1 SOUTH 89°04'35" EAST, FOR A DISTANCE OF 187.18 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID PARCEL 1;

THENCE, ALONG THE EAST LINE OF SAID PARCEL 1 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 10°11'03" EAST, FOR A DISTANCE OF 170.55 FEET,
2) SOUTH 00°20'36" WEST, FOR A DISTANCE OF 89.83 FEET TO THE **POINT OF BEGINNING.**

AFFECTING A PORTION OF ASSESSORS PARCEL NO'S. 169-150-007 & 169-150-008

**ATTACHED HERETO A PLAT ENTITLED EXHIBIT 'B' FOR REFERENCE ONLY.**

**END OF DESCRIPTION**

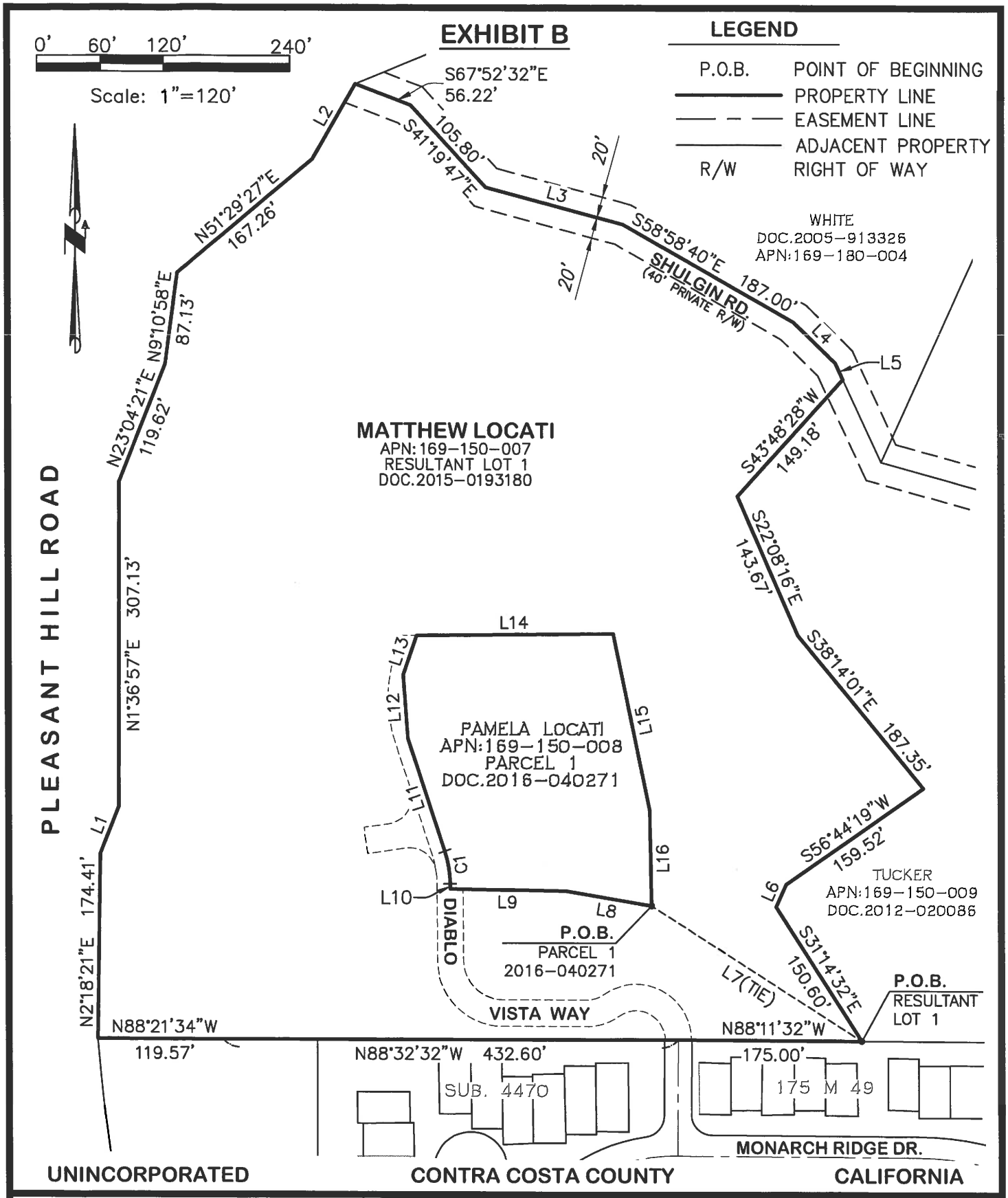
PREPARED BY:

VINCE J. D'ALO

LS 4210

09/06/18

DATE




ALIQUOT

Planners
Civil Engineers
Surveyors

Aliquot Associates, Inc.
1390 S. Main St. - Ste. 310
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2350

Subject POLICE SERVICE DISTRICT
Job No. 214039.00 Scale 1"=120'
By EB Date 9/05/2018 Chkd. M.HILL
SHEET 1 OF 2

# Exhibit C Zone 2904

| REJECT AND CONFIRMATION CODES | USE CODES | | | | | | | | RESPONSIBILITY CODES |
|---|---|---|---|---|---|---|---|---|---|
| | RESIDENTIAL | MULTIPLE | COMMERCIAL | COMMERCIAL | INDUSTRIAL | LAND | INSTITUTIONAL | MISCELLANEOUS | |
| **REJECT CODES**<br>0 Normal Sale<br>1 Sold Part of a Split<br>3 Sales With Other Parcels<br>4 Hidden Stamps<br>5 Investigate Sale<br>7 Restricted Sale<br>8 Assumption<br>9 No Exemption Change<br>U Unrecorded Documents<br>NOTE: Reject Codes 0 & 1 "identify" sales. They do not reject them. Such sales (when confirmed) are used in statistics. Sales with other codes ARE rejected & do not enter into statistics. | 10 Vacant, Unbuildable | 20 Vacant | 30 Vacant Land | 40 Boat Harbors (-4) | 50 Vacant Land | 60 Unassigned | 70 Intermediate Care Facil. (Rehab, Skilled Nursing) (-7) | 80 Mineral Rights (productive/non-productive) | 1 Residential |
| | 11 Single Family 1 Res on 1 Site & Duets without Common Areas | 21 Duplex | 31 Commercial Stores (not Supermarkets) | 41 Supermarkets (not in shopping centers) | 51 Industrial Park (with structures) | 61 Rural, Residential Improved 1A up to 10A | 71 Churches | 81 Private Roads | 2 Multiple Residential |
| | 12 Single Family 1 Res on 2 or More Sites | 22 Triplex | 32 Small Grocery Stores (7-11, Mom & Pop, Quick-Stop) | 42 Shopping Centers (all pcls incl vac for future shopping center) | 52 Research and Development, with or without structures; flexible use | 62 Rural, with or without Misc. Structures 1A up to 10A | 72 Schools & Colleges (public or private, with or without improvements) | 82 Pipelines and Canals | 3 Commercial/ Industrial |
| | 13 Single Family 2 or More Res on 1 or More Sites | 23 Fourplex | 33 Office Buildings | 43 Financial Bldgs. (Ins. & Title Companies, Banks, S & L) | 53 Light Industrial | 63 Urban Acreage 10A up to 40A | 73 Acute Care Hospitals, with or without imps | 83 State Board Assessed Parcels | 4 Commercial/ Industrial |
| | 14 Single Family On other than Single Family Land | 24 Combinations; e.g., Single and a Double, etc. | 34 Medical; Dental | 44 Motels, Hotels (-4) & Mobile Home Parks (-7) | 54 Heavy Industrial (-5) Alpha | 64 Urban Acreage 40A and over | 74 Cemeteries (-7) & Mortuaries (-3) | 84 Utilities, with or without bldgs (not assessed by SBE) | 5 Commercial/ Industrial |
| | 15 Miscellaneous Improvements, 1 Site | 25 Apartments, 5-12 units, inclusive | 35 Service Stations; Car Washes; Bulk Plants, Mini Lube | 45 Theaters | 55 Mini-Warehouse (Public Storage) | 65 Orchards, Vineyards, Row Crops, Irrig. Past. 10A up to 40A | 75 Fraternal and Service Organizations; Group Homes, Shelters | 85 Public and Private Parking | 6 Land |
| | 16 Misc. Imps. On 2 or More Sites; includes trees & vines | 26 Apartments, 13-24 units, inclusive | 36 Auto Repair | 46 Drive-In Restaurants (Hamburger, Taco, etc) | 56 Misc. Imps. Including T&V on Light or Heavy Industrial | 66 Orchards, Vineyards, Row Crops, Irrig. Past. 40A & over | 76 Residential Care Facil. (Congregate Housing, Assisted Living) (-7) | 86 Taxable Municipally-Owned Property (Section 11) | 7 Commercial/ Industrial |
| | 17 Vacant, 1 Site (includes PUD sites) | 27 Apartments, 25-59 units, inclusive | 37 Community Facilities; Recreational; Swim Pool Assn. | 47 Restaurants (not drive-in; inside service only) | 57 Unassigned | 67 Dry Farming, Farming, Grazing & Pasturing 10A up to 40A | 77 Cultural Uses (Libraries, Museums) | 87 Common Area pcls in PUD's (Open Spaces, Rec. Facilities) | 8 Residential (Unparcelized Condos) (88-8 = Floating Homes) |
| **CONFIRMATION CODES**<br>Q = PCOR Received<br>C = SQ Received<br>A = ADJ<br>R = SQ Requested<br>X = SVP (Sales Verification Program) | 18 Vacant, 2 or More Sites | 28 Apartments, 60 units or more | 38 Golf Courses | 48 Multiple and Commercial; Miscellaneously Improved | 58 Unassigned | 68 Dry Farming, Farming, Grazing & Pasturing 40A & over | 78 Parks and Playgrounds | 88 Manufactured Hsng. (-4) Accessories, (-7) MH on local property tax Floating Homes (-8) | |
| | 19 Single Family Res, Detached, w/Common Area (normal subdiv. type PUD); Duets w/Common Area | 29 Attached PUD's, Cluster Homes, Co-ops, Condos, Townhouses, etc. (-1,-2) Single Fam. | 39 Bowling Alleys | 49 Auto Agencies | 59 Pipeline Rights-Of-Way | 69 Agricultural Preserves | 79 Government-owned, with or without bldgs (Fed, State, County, City, SFBART, EBRPD) | 89 Other; Split parcels in different tax code areas<br>90 Awaiting Assignment | 9 Unassigned |

ORDINANCE NO. 2018-29 ZONE 2904

FOR FISCAL YEAR JULY 1, 2019, THROUGH JUNE 30, 2020

# EXHIBIT D

| PROPERTY USE CODE CATEGORY | EXPLANATION | ANNUAL TAX PER PARCEL |
|---|---|---|
| 11 | Single Family Residence – 1 residence, 1 site | $200 |
| 12 | Single Family Residence- 1 residence, 2 or more sites | $200 |
| 13 | Single Family Residence- 2 residences on 1 or more sites | $200 |
| 14 | Single Family Residence – other than single family land | $200 |
| 15 | Misc. Improvements – 1 site | $200 |
| 16 | Misc. Improvements – 2 or more sites | $200 |
| 17 | Vacant – 1 site | $100 |
| 18 | Vacant – 2 or more sites | $100 |
| 19 | Single Family Residence - Det. w/common area | $200 |
| 20 | Vacant – Multiple | $100 |
| 21 | Duplex | $200 |
| 22 | Triplex | $200 |
| 23 | Fourplex | $200 |
| 24 | Combination | $200 |
| 25 | Apartments (5-12 units) | $400 |
| 26 | Apartments (13-24 units) | $400 |
| 27 | Apartments (25-59 units) | $600 |

| | | |
|---|---|---|
| 28 | Apartments (60+ units) | $800 |
| 29 | Attached PUDs:<br>Cluster Homes, Condos, Etc. | $200 |
| 30 | Vacant – Commercial | $100 |
| 31 | Commercial Stores –<br>Not Supermarkets | $600 |
| 32 | Small Grocery Stores<br>(7-11, etc.) | $600 |
| 33 | Office Buildings | $400 |
| 34 | Medical, Dental | $400 |
| 35 | Service Stations, Car Wash | $400 |
| 36 | Garages | $400 |
| 37 | Community Facilities<br>(recreational, etc.) | $800 |
| 38 | Golf Courses | $400 |
| 39 | Bowling Alleys | $400 |
| 40 | Boat Harbors | $400 |
| 41 | Supermarkets<br>(not shopping centers) | $600 |
| 42 | Shopping Centers | $800 |
| 43 | Financial Buildings<br>(Ins., Title, Banks, S&L) | $400 |
| 44 | Motels, Hotels & Mobile Home Parks | $600 |
| 45 | Theaters | $600 |
| 46 | Drive-In Theaters | $400 |
| 47 | Restaurants (not drive-in) | $400 |
| 48 | Multiple & Commercial | $400 |

| | | |
|---|---|---|
| 49 | New Car Agencies | $400 |
| 50 | Vacant Land (not part of Ind. Park or P. & D.) | $100 |
| 51 | Industrial Park | $800 |
| 52 | Research & Development | $400 |
| 53 | Light Industrial | $400 |
| 54 | Heavy Industrial | $400 |
| 55 | Mini Warehouses (public storage) | $600 |
| 56 | Misc. Improvements | $400 |
| 61 | Rural, Res. Improvement 1A-10A | $200 |
| 62 | Rural, W/or w/o Structure 1A-10A | $200 |
| 70 | Convalescent Hospitals/Rest Homes | $400 |
| 73 | Hospitals | $400 |
| 74 | Cemeteries/Mortuaries | $400 |
| 75 | Fraternal & Service Organizations | $400 |
| 76 | Retirement Housing Complex | $600 |
| 78 | Parks & Playgrounds | $800 |
| 85 | Public & Private Parking | $400 |
| 87 | Common Area | $400 |
| 88 | Mobile Homes | $200 |
| 89 | Other (split parcels in different tax code areas) | $200 |
| 99 | Awaiting Assignment | $200 |

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

**and for Special Districts, Agencies and Authorities Governed by the Board**

**Adopted this Resolution on 11/13/2018 by the following vote:**

| | |
|---|---|
| **AYE:** | |
| **NO:** | |
| **ABSENT:** | |
| **ABSTAIN:** | |
| **RECUSE:** | |

**Resolution No. 2018/555**

RESOLUTION OF INTENTION TO FORM ZONE 2904 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED LAFAYETTE AREA

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the unincorporated Lafayette area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.

2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.

3. The formation of Zone 2904 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.

4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.

5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.

6. The name proposed for the zone is "Zone 2904" of CSA P-6.

At 9:30 a.m. on December 11, 2018, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 2904 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

**Contact: Jennifer Cruz, (925) 674-7790**

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

**ATTESTED: November 13, 2018**

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: December 11, 2018

Subject: HEARING TO CONSIDER THE PROPOSED FORMATION OF ZONE 2904 IN THE COUNTY SERVICE AREA OF P-6 IN THE UNINCORPORATED AREA OF LAFAYETTE (DISTRICT V)

**RECOMMENDATION(S):**

1. OPEN the hearing on the proposed formation of Zone 2904 within County Service Area P-6; CONSIDER all oral and written comments; and CLOSE the hearing.

2. DETERMINE whether a majority protest of the voters residing within the boundaries of proposed Zone 2904 exists pursuant to Government Code Section 25217.1(b)(1). In the event that the Board determines a majority protest exists, TERMINATE the proceedings.

3. If the Board determines a majority protest does not exist, ADOPT Resolution No. 2018/586, attached hereto, establishing Zone 2904 of County Service Area P-6 subject to voter approval of a special tax to fund police protection services within the zone.

**FISCAL IMPACT:**

The cost of establishing the Police Service District and the election is paid for by the developer of the subdivision.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Jennifer Cruz, (925) 674-7790

**cc:** Rosa Mena

BACKGROUND:

Per the conditions of approval for Subdivision No. #9442 (County File #SD16-9442), prior to recording the final map for the subdivision, the subdivider is required to establish a special police services tax district for the subdivision in order to provide additional funding to augment police services in the area of the subdivision. The property to be placed within the special tax district consists of a vacant 10.68-acre site located at 4 Diablo Vista Way in the unincorporated area of Lafayette.

On November 13, 2018, the Board granted conceptual approval for a February 12, 2019, ballot measure seeking approval of a special tax to fund an increase in the level of police protection services that is provided in the unincorporated area of Lafayette.

On November 13, 2018, the Board approved Resolution No. 2018/555, as required by Government Code Section 25217, subdivision (b), as the first step in forming a new zone within County Service Area (CSA) P-6. The proposed zone would serve as the vehicle to collect special taxes within the proposed zone if a special tax measure is approved by voters on February 12, 2019.

Pursuant to Government Code Section 25217.1, subdivision (a), at the public hearing, the Board is required to hear and consider any protests to the formation of the zone. Pursuant to Government Code Section 25217.1, subdivision (b)(1), in the case of inhabited territory, if at the conclusion of the public hearing, the Board determines that more than 50 percent of the total number of voters residing within the proposed zone have filed written objections to the formation, then the Board shall determine that a majority protest exists and terminate the proceedings.

If there is no majority protest, the Board may continue the proceedings to form the zone by adopting Resolution No. 2018/586, which would establish Zone 2904 subject to voter approval of the special tax. A separate hearing is also scheduled for December 11, 2018, to consider the adoption of an ordinance authorizing the levy of the tax.

CONSEQUENCE OF NEGATIVE ACTION:

Zone 2904 would not be formed and the subdivider would be unable to comply with the conditions of approval of the project. The subdivider would be unable to record the final map for the subdivision.

ATTACHMENTS

Resolution No. 2018/586

Exhibit A - Legal Description

Exhibit B - Plat Map

Resolution No. 2018/555

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/586

IN THE MATTER OF CREATING ZONE 2904 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED AREA OF LAFAYETTE

WHEREAS, this Board recognizes the need for increased police protection services in the above subject zone and the difficulty of funding the current or an increased level of services.

WHEREAS, establishing the subject zone is a necessary step for the Board of Supervisors to seek voter approval of a special tax for increased police protection services in the zone area. Government Code Sections 25217 and 25217.1 establish procedures for the formation of a zone within a county service area.

NOW, THEREFORE, BE IT BY THE BOARD RESOLVED THAT:

1. It is in the public interest to provide an increased level of police protection services in the area of proposed Zone 2904 of County Service Area P-6.

2. A majority protest against the proposed formation of Zone 2904 does not exist, pursuant to Government Code Section 25217.1, subdivision (b).

3. Subject to voter approval of Ordinance No. 2018-29 on February 12, 2019, authorizing the levy of a special tax within proposed Zone 2904, that portion of Contra Costa County Service Area P-6 described in Exhibit A attached hereto and shown in Exhibit B attached hereto is established as Zone 2904 of County Service Area P-6, effective upon this Board's adoption of a resolution declaring the results of the February 12, 2019, election ("Effective Date").

4. No affected properties located in Zone 2904 will be taxed for any existing bonded indebtedness or contractual obligations as a result of the formation of said zone.

5. On or after the Effective Date, the Clerk of this Board shall cause the filing of a statement of the creation of said zone to be made with the County Assessor and the State Board of Equalization (in Sacramento) pursuant to Government Code Sections 54900-54902. The filing shall include a map or plat indicating the boundaries of said zone.

I hereby certify that this 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: Jennifer Cruz, (925) 674-7790

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:** Rosa Mena

## EXHIBIT 'A'
## POLICE SERVICE DISTRICT

REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA BEING ALL OF RESULTANT LOT 1 CONVEYED TO MATTHEW LAWRENCE LOCATI, TRUSTEE OF THE MATTHEW LAWRENCE LOCATI REVOCABLE TRUST, DATED JULY 13, 1999, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 17, 2015 AS DOCUMENT NO. 2015-0193180-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST SOUTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE SOUTH LINE OF SAID RESULTANT LOT 1 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 88°11'32" WEST, FOR A DISTANCE OF 175.00 FEET,
2) NORTH 88°32'32" WEST, FOR A DISTANCE OF 432.60 FEET,
3) NORTH 88°21'34" WEST, FOR A DISTANCE OF 119.57 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID RESULTANT LOT 1, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF PLEASANT HILL ROAD;

THENCE, ALONG LAST SAID EASTERLY RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID RESULTANT LOT 1 THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) NORTH 02°18'21" EAST, FOR A DISTANCE OF 174.41 FEET,
2) NORTH 23°17'32" EAST, FOR A DISTANCE OF 47.93 FEET,
3) NORTH 01°36'57" EAST, FOR A DISTANCE OF 307.13 FEET,
4) NORTH 23°04'21" EAST, FOR A DISTANCE OF 119.62 FEET,
5) NORTH 09°10'58" EAST, FOR A DISTANCE OF 87.13 FEET,
6) NORTH 51°29'27" EAST, FOR A DISTANCE OF 167.26 FEET,
7) NORTH 30°59'45" EAST, FOR A DISTANCE OF 81.92 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1, SAID POINT ALSO BEING ON THE CENTERLINE OF SHULGIN ROAD (40' WIDE PRIVATE ROAD);

THENCE, ALONG THE NORTH LINE OF SAID RESULTANT LOT 1 AND SAID CENTERLINE OF SHULGIN ROAD THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) SOUTH 67°52'32" EAST, FOR A DISTANCE OF 56.22 FEET,
2) SOUTH 41°19'47" EAST, FOR A DISTANCE OF 105.80 FEET,
3) SOUTH 73°29'53" EAST, FOR A DISTANCE OF 134.90 FEET,
4) SOUTH 58°58'40" EAST, FOR A DISTANCE OF 187.00 FEET,
5) SOUTH 44°14'30" EAST, FOR A DISTANCE OF 55.30 FEET,
6) SOUTH 23°38'32" EAST, FOR A DISTANCE OF 17.06 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID RESULTANT LOT 1;

THENCE, ALONG THE EAST LINE OF SAID RESULTANT LOT 1 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) SOUTH 43°48'28" WEST, FOR A DISTANCE OF 149.18 FEET,
2) SOUTH 22°08'16" EAST, FOR A DISTANCE OF 143.67 FEET,
3) SOUTH 38°14'01" EAST, FOR A DISTANCE OF 187.35 FEET,
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5) SOUTH 25°43'22" WEST, FOR A DISTANCE OF 23.27 FEET,
6) SOUTH 31°14'32" EAST, FOR A DISTANCE OF 150.60 FEET TO THE **POINT OF BEGINNING.**

## EXHIBIT 'A'
## POLICE SERVICE DISTRICT

**EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL**

REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA BEING ALL OF PARCEL 1 CONVEYED TO PAMELA LOCATI, TRUSTEE OF THE R. AND P. LOCATI FAMILY TRUST DATED NOVEMBER 3, 2000, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MARCH 9, 2016 AS DOCUMENT NO. 2016-0040271-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL 1, FROM WHICH THE MOST SOUTHEASTERLY CORNER OF SAID RESULTANT LOT 1 BEARS SOUTH 56°01'55" EAST, FOR A DISTANCE OF 237.33 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 1 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 78°45'38" WEST, FOR A DISTANCE OF 82.62 FEET,
2) NORTH 87°41'08" WEST, FOR A DISTANCE OF 110.06 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE, ALONG THE WEST LINE OF SAID PARCEL 1 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 01°04'09"E, FOR A DISTANCE OF 4.83 FEET,
2) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 17°57'46", AN ARC LENGTH OF 31.35 FEET,
3) NORTH 16°53'37" WEST, FOR A DISTANCE OF 111.96 FEET,
4) NORTH 02°34'11" WEST, FOR A DISTANCE OF 60.37 FEET,
5) NORTH 20°19'09" EAST, FOR A DISTANCE OF 39.42 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE, ALONG THE NORTH LINE OF SAID PARCEL 1 SOUTH 89°04'35" EAST, FOR A DISTANCE OF 187.18 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID PARCEL 1;

THENCE, ALONG THE EAST LINE OF SAID PARCEL 1 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 10°11'03" EAST, FOR A DISTANCE OF 170.55 FEET,
2) SOUTH 00°20'36" WEST, FOR A DISTANCE OF 89.83 FEET TO THE **POINT OF BEGINNING.**

AFFECTING A PORTION OF ASSESSORS PARCEL NO'S. 169-150-007 & 169-150-008

**ATTACHED HERETO A PLAT ENTITLED EXHIBIT 'B' FOR REFERENCE ONLY.**

**END OF DESCRIPTION**

PREPARED BY:

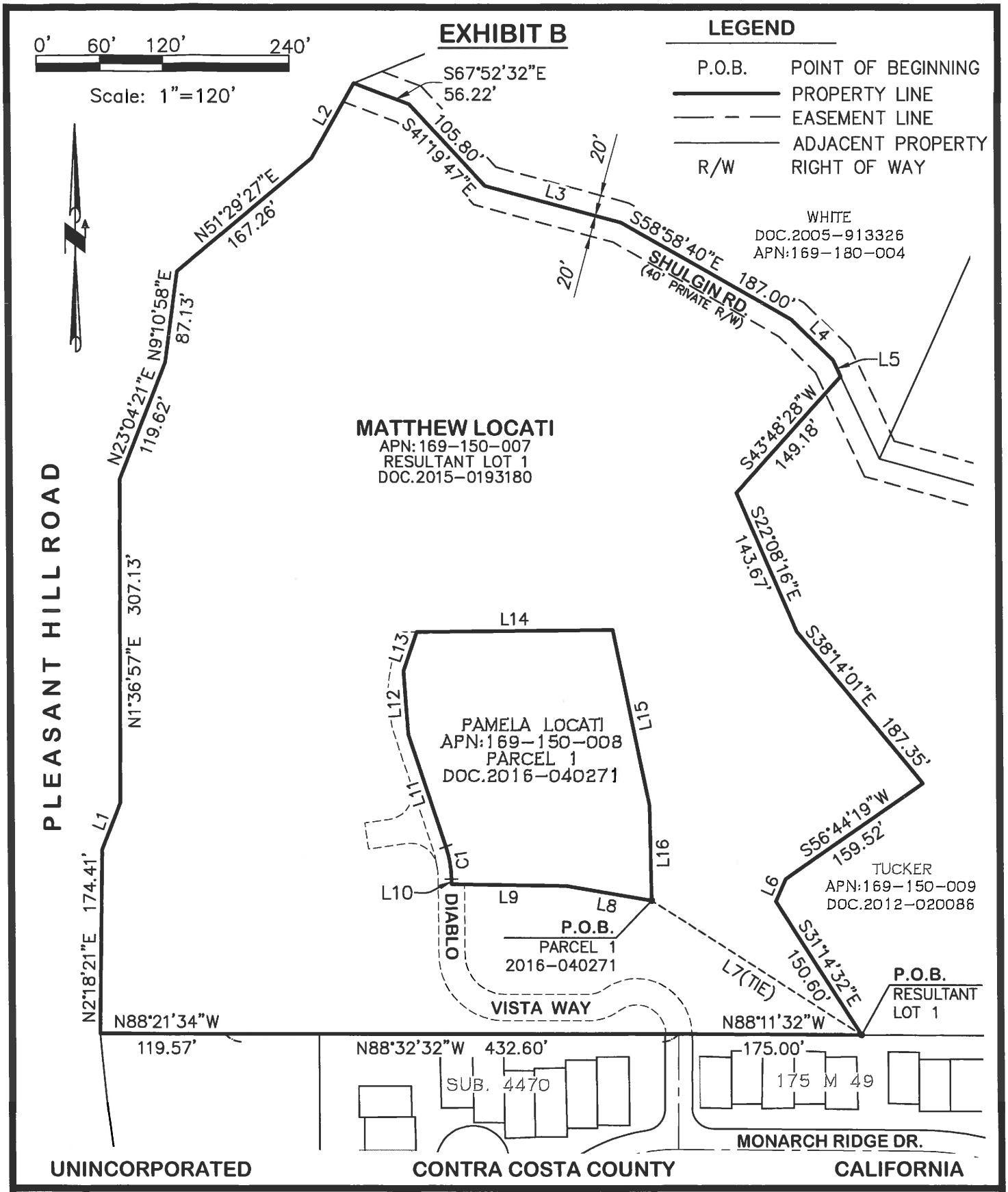
VINCE J. D'ALO

LS 4210

09/06/18

DATE

# EXHIBIT B




ALIQUOT

Planners
Civil Engineers
Surveyors


Aliquot Associates, Inc.
1390 S. Main St. - Ste. 310
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2350


Subject POLICE SERVICE DISTRICT
Job No. 214039.00 Scale 1"=120'
By EB Date 9/05/2018 Chkd. M.HILL
SHEET 1 OF 2

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

**and for Special Districts, Agencies and Authorities Governed by the Board**

**Adopted this Resolution on 11/13/2018 by the following vote:**

| | |
|---|---|
| **AYE:** | |
| **NO:** | |
| **ABSENT:** | |
| **ABSTAIN:** | |
| **RECUSE:** | |

**Resolution No. 2018/555**

RESOLUTION OF INTENTION TO FORM ZONE 2904 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED LAFAYETTE AREA

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the unincorporated Lafayette area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.

2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.

3. The formation of Zone 2904 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.

4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.

5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.

6. The name proposed for the zone is "Zone 2904" of CSA P-6.

At 9:30 a.m. on December 11, 2018, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 2904 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

**Contact: Jennifer Cruz, (925) 674-7790**

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

**ATTESTED: November 13, 2018**

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: December 11, 2018

Subject: Permit Review of Keller Canyon Landfill's Land Use Permit

**RECOMMENDATION(S):**

1. ACCEPT report on status of third annual Keller Canyon Landfill land use permit review.

2. DIRECT staff to continue the third annual Keller Canyon Landfill land use permit review at the Planning Commission and report to the Board of Supervisors at the conclusion of the permit review process.

**FISCAL IMPACT:**

The land use permit (LUP) review itself has no impact to the County General Fund. Keller Canyon Landfill Company, the landfill operator, is responsible for providing reimbursement for the County's staff costs associated with the permit review process.

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☐ APPROVE ☑ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: David Brockbank, (925) 674-7794

**cc:**

BACKGROUND:

On October 25, 2017, the County Planning Commission (CPC) held its first hearing to consider the 3rd annual permit review for the Keller Canyon Landfill (KCL). The purpose of the permit review process is to assess compliance with the Land Use Permit (LUP) for KCL and consider whether to recommend any modifications to permit conditions to the Board of Supervisors. The CPC has been thoroughly reviewing compliance with the LUP and complaints about the landfill over the course of the last year, continuing the hearing five times and requesting staff to analyze and report on a number of matters. The CPC review is ongoing.

At the October 24, 2018, County Planning Commission (CPC) meeting, staff informed the Commissioners about the District V Supervisor's interest in bringing an update on the third annual permit review to the full Board. The CPC approved staff updating the Board on the CPC efforts thus far and continued the third permit review process to February 13, 2019 to allow additional time for CPC and staff to monitor the effectiveness of recently installed infrastructure improvements (see Exhibit A) during the winter months, (when the County and Bay Area Air Quality Management District (BAAQMD) have recieved the majority of complaints), assess compliance with Conditions of Approval (COA) and formulate any recommendations to the Board.

This is the last annual permit review provided for by LUP Condition 11.1. Once the third permit review is complete, future permit reviews are scheduled to occur once every three years.

THIRD PERMIT REVIEW PROGRESS TO DATE: The CPC has continued the KCL permit review five times since October 2017. The first hearing, held on October 25, 2017, was continued to December 6, 2017, and subsequently continued a second time to January 10, 2018, due to time constraints. The continuances were based on testimony from some of the residents living in the neighborhoods north of the landfill that brought up concerns associated with the landfill, including odor, dust, noise, visual impacts, seagulls, and litter. The CPC wanted to continue the permit review and give staff time to prepare responses to questions from both the CPC and the public. Staff's supplemental staff reports included information related to each of the concerns brought up by the local residents and provided updates on landfill infrastructure improvement projects (all staff reports to the CPC are provided as attachments to this Board Order).

On January 10, 2018, the CPC continued the hearing a third time to July 11, 2018. Staff was also directed to prepare a three-month status update in April 2018, informing the CPC and other interested parties about the landfill's progress on a improvement projects expected to help reduce odors. Those projects included installing methane gas capture wells; and moving disposal activities to a new disposal cell (new Phase) one-half mile south away from the residential neighborhoods (see Exhibit A for current progress report). Staff recommended the fourth continuance in July in order for the landfill operator to complete the improvement project expected to have the greatest odor reducing potential, namely the construction of the new disposal cell, which was completed in September of this year. An additional matter related to the landfill was raised during public testimony beginning with the July hearing, the ongoing investigation being spearheaded by Contra Costa Environmental Health (CCEH), acting as the Local Enforcement Agency (LEA), related to acceptance of potentially ineligible waste generated from the Hunters Point Naval Shipyard (HPNS).

The remainder of this report's content is intended to summarize and supplement information presented in prior staff reports (Attachments 1-6) pertaining to major areas of concern raised by residents during hearings conducted by the CPC, as well current or potential future actions to address them.

ODORS: A primary complaint of residents over the past year has been odors emanating from the

landfill. The landfill operator has implemented several best management practices (BMPs) to address odors potentially migrating off-site. The operator has contracted with odor experts, installed odor suppression devices, and continues to routinely monitor/inspect potential on-site odor sources, including leachate tanks. The operator conducts regular odor investigations on and off-site. Several landfill employees automatically receive copies of all odor complaints at the time they are submitted through the County's website, ensuring that the landfill operator is made aware of complaints immediately. In addition to the operator, the LEA also receives email notifications automatically for each odor complaint submitted through the online complaint form on the County's website. Provided below is a monthly breakdown of odor complaints submitted through the County's on-line system starting with September 2017:

- September 2017 = 1 complaint
- October 2017 = 31 complaints
- November 2017 = 8 complaints
- December 2017 - 13 complaints
- January 2018 = 36 complaints
- February 2018 = 49 complaints
- March 2018 = 27 complaints
- April 2018 = 2 complaints
- May 2018 = 1 complaints
- June 2018 = 0 complaints
- July 2018 = 2 complaints
- August 2018 = 6 complaints
- September 2018 = 0 complaints
- October 2018 = 12 complaints
- November 2018 = 7 complaints

A noticeable pattern shows the vast majority of complaints are generally submitted in the winter months. This is also reflected in the 2016 / 2017 complaint log.

The CPC asked staff to research other landfills and solid waste facilities to determine what other facilities have used or are using to address odor issues. Specifically, the CPC requested staff to research the potential effectiveness of installing tree lines/breaks to mitigate odors. Staff discovered a feasibility assessment of installing physical barriers to contain dust/odors at Sunshine Canyon Landfill (SCL) in Southern California. Republic Services (Republic) actually authored this feasibility assessment in March 2017. It was found that vegetative barriers such as tree-lined windbreaks of either single row or multiple rows of varied species may be effective in controlling windblown dust. Physical barriers such as earthen berms were found to be more effective addressing odor and visual impacts. The SCL used a combination of odor/dust BMPs that included the planting of trees on top of physical berms. Approximately 1,000 trees were planted along several earthen berms engineered near the entrance to the landfill to offset potential dust, visual, and odor impacts. This feasibility study is attached as Exhibit B to Attachment 1.

As indicated previously, the landfill operator has implemented a number of actions to address odor and other concerns (see Exhibit A). Chief among these was developing and implementing a plan to discontinue use of a disposal cell in the front of the landfill and open a new cell in the back of the canyon. Moving the disposal activity further from sensitive receptors is anticipated to address odor issues, potential noise and dust impacts, and off-site visibility of landfill operations. The operator accelerated the scheduled construction of disposal cell Phase 2E, to move away from the previous disposal cell, where the anaerobic compost material was disposed in 2016. Construction of Phase 2E was completed in August of this year. The new cell started being used for disposal in the middle of

September. Relocating from Phase 3B1 to Phase 2E increases the distance between the nearest residential neighborhood and the active disposal cell by approximately 0.5 miles. The landfill operator has indicated that it may seek future permit amendments to permanently shift the disposal envelop further back in the canyon.

VEGETATIVE BARRIER: At the request of the CPC, staff investigated the idea of a vegetative barrier and identified considerations. The following steps and vegetation related factors should be considered in collaboration with CCEH, BAAQMD, and the landfill operator, in order to determine what, if any, tree planting requirements would be most potentially effective:

* consulting / hiring a certified arborist;
* assessing different species susceptibility to disease/pests, growth rates, suitability in/near landfill environment;
* planting a single row versus multiple rows of mixed trees;
* soil analysis;
* adequate on-site irrigation; and
* planting location, including feasibility to plant on mitigation berms.

Planting a sizable vegetative barrier consisting of multiple rows of trees will need proper irrigation and will most likely require connecting to municipal water as existing well water will not be a sufficient source. Bringing municipal water to the landfill site will necessitate the City of Pittsburg's involvement and authorization.

LITTER: Since the beginning of 2018, eight litter complaints were submitted to the LEA and/or Department of Conservation and Development (DCD). Staff investigated the litter complaints and also forwarded the complaints to the operator to address on-site clean-up. The complaints could not be confirmed, as the submitted photo evidence did not show litter blowing off site or through the community.

The operator deploys a litter crew on-site to clear debris from the litter fences, but also collects litter from the buffer areas (open hillsides surrounding the disposal area). On windy days, the operator will increase the size of the litter crew as needed. It is known that this area of the County can experience high winds, which can make it more challenging to control litter on-site. The landfill operator is responsible for controlling and containing the litter on-site. The operator is required to remove litter from the litter fences daily. Since the LEA and the operator already receive email notifications of odor complaints through the County's online complaint form, DCD staff is currently seeking to modify the online odor complaint form to provide for submittal of litter complaints that will rely on a feature that allows for the uploading of digital photos. Staff hopes to implement these modifications either before the end of the year, or early next year. In the meantime, when DCD staff receives a litter complaint, that complaint is forwarded to both the operator and the LEA for appropriate response and the LEA follows up with the complainant.

DUST & VISIBILITY: Certain previously noted site improvements that can help reduce potential off-site odors should also reduce potential off-site visibility and dust. For example, moving the disposal activity further from sensitive receptors is expected to reduce concerns about dust and visability. Trucks entering and leaving the landfill continue to be visible along the main access road, but the operator also recently hydro-seeded 60 acres of the landfill that will help with visual and future dust impacts.

HUNTERS POINT NAVAL SHIPYARD (HPNS): On April 21, 2018, the San Francisco Chronicle published an article regarding material that may have been sent to KCL back in 2010-2011. The article alleged falsified documentation associated with radiological waste from HPNS that was sent to one or

more landfills across the state, including KCL. The LEA is working with state and federal agencies, in coordination with DCD and the landfill operator, to investigate if any of the radioactive waste material in question was disposed of at KCL. If radiological waste was disposed at KCL, the investigation will examine if there are potential health concerns for employees and local residents and what, if any, remedial actions are necessary.

At the Board's direction, on May 1, 2018, CCEH staff prepared a brief report related to the allegations printed in the newspaper. At the end of May, CCEH put out a Request for Qualifications / Proposal (RFQ/P) in order to contract with a consultant to recommend the most appropriate means of assessing the landfill and surrounding community to detect the presence of any potential radioactive material that may have been disposed at KCL. During the May 1, 2018, Board meeting, the District V Supervisor requested a community meeting be held for residents of Pittsburg and Bay Point, with representatives from applicable federal, state and local agencies on hand to discuss the on-going investigation and future potential testing for radioactive material. CCEH organized a community meeting held on June 21, 2018, at the Ambrose Community Center in Bay Point. Experts from the Radiologic Health Branch of the state Department of Public Health, US Navy, San Francisco Regional Water Quality Control Board (RWQCB), and other state and local agencies were in attendance to speak and/or answer questions.

Over the course of six weeks, between the end of July through early September, the County conducted a solicitation process. This involved CCEH collaborating with DCD, the City of Pittsburg, the landfill operator, and a representative of the local community to review the RFQ/Ps received by CCEH and interviewing the qualified consultants. After some follow up inquiries were made, and responses received, a potential consultant was selected. CCEH has entered into a contract with the chosen consultant, TRC Solutions. The consultant is reviewing initial information and data provided by the LEA. The LEA has introduced the consultant to representatives from the following key agencies involved with the Hunters Point site: U.S. Navy, U.S. Environmental Protection Agency, California Department of Toxic Substances, and the California Department of Public Health Radiological Health Branch as well as the City of Pittsburg and the Keller Canyon Landfill. Pursuant to the terms of the contract, over the next six months, the consultant is expected to gather and analyze data, provide next step recommendations, conduct process to gather community concerns and convene a community meeting.

CONSEQUENCE OF NEGATIVE ACTION:

The Board would not accept a status report on the CPC's ongoing permit review.

ATTACHMENTS

Exhibit A: Landfill Infrastructure Improvements

Attachment 1: 10-24-2018 Continued Permit Review

Attachment 2: 7-11-2018 Continued Permit Review

Attachment 3: 4-11-2018 Continued Permit Review

Attachment 4: 1-10-2018 Continued Permit Review

Attachment 5: 12-06-2017 Continued Permit Review

Attachment 6: Initial 10-25-2017 Permit Review Report

| Improvement Milestone | Status | Targeted Start Date | Targeted Completion Date | Comments |
|---|---|---|---|---|
| Gas Collection & Control System | COMPLETE | March 2018 | May 2018 | 26 New methane gas extraction wells online and functioning per design. |
| Replacement Flare Station Upgrades | Electrical Upgraded & Blower Skid Installation in Progress. | Autumn 2018 | Spring / Summer 2019 for new Flare | Blower skid being fabricated, and may be installed in December 2018. This will provide greater landfill gas collection capacity. BAAQMD reviewing emission calculations. |
| Phase 2E Design | COMPLETE | December 2017 | April 2018 | Design Report submitted in December 2017, and approved in April 2018 by RWQCB. |
| Phase 2E Construction | COMPLETE | March 2018 | August/ September 2018 | RWQCB and County approved in August 2018. In use starting September 2018. |
| Toe Berm / Mitigation Lift Level Berms Feasibility Study | In Progress | Autumn 2018 | Spring 2019 | Fiscal year resources dedicated to new Phase 2E construction. Study of Toe / Mitigation berms to follow. Requires assessment of future berm plans compared to phasing plan. *May include potential to add landscape plans.* |
| Berm Engineering Design Plans | PLANNED | Spring 2019 | Summer 2019 | To be started while Feasibility Study is under County review. The Engineering Design Plans require review and approval of DCD in accordance with COAs 22.3 - 22.4 |
| Berm Construction | PLANNED | Summer / Autumn 2019 | Winter 2019 / Spring 2020 | Construction of mitigation berms completion date dependent on permissible weather. Phased construction of Toe Berm to reach ultimate planned height. |

# Department of Conservation and Development
# County Planning Commission
# Wednesday, October 24, 2018 – 7:00 .P.M.

## STAFF REPORT

**Agenda Item # 2a.**

| | |
|---|---|
| **Project Title:** | Keller Canyon Landfill Land Use Permit Review |
| **County File(s):** | #LP89-2020 |
| **Applicant/Owner:** | Keller Canyon Landfill Company / Republic Services |
| **General Plan/Zoning:** | Landfill (LF) / Heavy Agricultural (A-3) |
| **Site Address/Location**: | 901 Bailey Road, Pittsburg – Bay Point area<br>(APN: 094-060-008, 018, 019, 020 & 021) |
| **California Environmental Quality Act (CEQA) Status:** | Exempt. This action does not constitute a project since staff is not recommending any new or modified conditions of approval for the existing land use permit (LUP). This permit review and the preparation and proposed acceptance of the staff report are purely administrative in nature and not subject to CEQA per Section 15061(b)(3). |
| **Project Planner:** | David Brockbank, Senior Planner (925) 674-7794 |
| **Staff Recommendation:** | RECOMMEND that the Board of Supervisors accept the permit review reports for the Keller Canyon Landfill LUP. (See Section II for Full Recommendation) |

## I. BACKGROUND

The County Planning Commission (CPC) continued Keller Canyon Landfill's (KCL) third annual LUP review for a fourth time on July 11, 2018. The first hearing, held on October 25, 2017, was continued to December 6, 2017, and continued a second time to January 10, 2018. The third continuation in January, to July 11, 2018, included a three-month update on April 11, 2018. The first, as well as the second continuance, was based on testimony from some of the residents living in the adjacent neighborhood that brought up various concerns associated with the landfill, including odor, dust, noise, visual impacts, seagulls, and litter. It was determined at the October 2017 meeting

that the CPC wanted more time to further review the issues and give staff time to prepare responses to questions from the CPC and the public. Staff's supplemental staff report in December addressed each of the concerns brought up by the local residents. At the December 2017 meeting, additional residents raised a number of similar concerns. The operator also made a presentation about landfill operations and provided information specific to previous concerns from the public. The CPC Chair then closed the public hearing and the commissioners began deliberations. The item was continued a second time.

Due to the number of complaints about the landfill from the community, the CPC was not prepared to move the KCL permit review on to the Board of Supervisors (Board). The CPC continued the hearing a third time to July 11, 2018. Staff was also directed to prepare a three-month status update in April 2018, informing the CPC and other interested parties about the landfill's progress on a number of possible odor reducing projects. Those projects included installing methane gas capture wells, working to move disposal activities to a new cell located one-half mile south and away from the residential neighborhoods. Staff recommended the fourth continuance in July in order for the landfill operator to complete the odor reducing projects, namely the construction of the new disposal cell. This report serves as the fifth staff report for KCL's third permit review.

## II. RECOMMENDATION

A. CONSIDER the information presented in the October 25, 2017, staff report, its Exhibit D – Compliance Table, as well as the staff reports from December 6, 2017, January 10, 2018, April 11, 2018, July 11, 2018, and this report to provide appropriate background and context necessary to satisfy Parts I and II of the 1995 Permit Review Criteria approved by the Board of Supervisors for KCL's Land Use Permit (File #LP89-2020).

B. RECOMMEND that the Board of Supervisors ACCEPT this permit review report, in its entirety, prepared by staff for the KCL Land Use Permit, pursuant the 1995 Board approved Permit Review Criteria.

C. RECOMMEND staff continue to work with the landfill operator on key milestones identified in Exhibit A, concurrent with the ongoing assessment of alleged disposal of potentially radioactive material from Hunters Point Naval Shipyard.

D. RECOMMEND that the Board of Supervisors continue this permit review and DIRECT staff to return to either the Board or the CPC in late April 2019, to provide an update regarding progress on milestones and overall status of COA compliance.

## III. STATUS UPDATE

Hunters Point Naval Shipyard (HPNS): On April 21, 2018, the San Francisco Chronicle published an article regarding material that may have been sent to KCL back in 2010-2011. The article alleges falsified documentation associated with radiological waste from HPNS that was sent to one or more landfills across the state, including KCL. Contra Costa Environmental Health (CCEH) acting as the Local Enforcement Agency (LEA), and the Department of Conservation and Development (DCD), are working with state and federal agencies in coordination with the landfill operator to investigate if any of the waste material in question was disposed at KCL. If radiological waste was sent to KCL, the investigation will examine if there are potential health concerns for employees and local residents and what, if any, remedial actions are necessary.

At the Board's direction, County staff prepared a brief report related to the allegations printed in the newspaper on May 1, 2018. At the end of May, CCEH put out a Request for Qualifications / Proposal (RFQ/P) in order to contract with a consultant to recommend the most appropriate means of assessing the landfill and surrounding community to detect the presence of any potential radioactive material that may have been disposed at KCL. During the May 1, 2018, Board meeting, District V Supervisor's Office requested a community meeting be held for residents of Pittsburg and Bay Point, with representatives from applicable federal, state and local agencies on hand to discuss the on-going investigation and future potential testing for radioactive material. CCEH organized a community meeting held on June 21, 2018, at the Ambrose Community Center in Bay Point. Experts from the Radiologic Health Branch of the state Department of Public Health, US Navy, San Francisco Regional Water Quality Control Board (RWQCB), and other state and local agencies were in attendance to speak and/or answer questions.

Over the course of six weeks, between the end of July through early September, the County conducted a solicitation process. This involved staff collaborating with the City of Pittsburg, the landfill operator, and a representative of the local community to review the RFQ/Ps received by CCEH and interviewing the qualified consultants. After some follow up inquiries were made, and responses received, a potential consultant was selected. The County intends to enter into a contract with the chosen consultant, subject to Board approval.

Odors: The landfill operator initiated several best management practices (BMPs), which started last spring, to address odors potentially migrating off-site. The operator has contracted with odor experts, installed odor suppression devices, and routinely monitors/inspects potential on-site sources, such as leachate tanks, as well as conducting regular odor investigations on- and off-site in response to complaints. Several members of KCL's staff are on the list of recipients for all odor complaints submitted through the County website, ensuring that the landfill operator is made aware of complaints as soon as they are submitted to the County. Since the last status update presented on July 11, 2018, eight odor complaints were submitted through the County's on-line system with the following monthly breakdown:

**July 2018: 2 complaints**
**August 2018: 6 complaints**
**September 2018: zero complaints**

During this third permit review, the CPC requested staff to research other landfills and solid waste facilities to determine what other facilities have used or are using to address odor issues. During the April and July permit review updates, the CPC requested staff to continue researching the effectiveness of installing tree lines/breaks to mitigate odors. Staff discovered a feasibility assessment of installing physical barriers to contain dust/odors at Sunshine Canyon Landfill (SCL) in Southern California. Republic Services (Republic) in March 2017, (attached as Exhibit B), authored this feasibility assessment. As part of an enforcement action issued by the local Southern California air district, Republic researched using vegetative and physical barrier systems to address odor and dust issues at the landfill. It was found that vegetative barriers such as tree-lined windbreaks of either single row or multiple rows of varied species may be effective in controlling windblown dust. Physical barriers such as earthen berms would be more effective addressing odor and visual impacts. The SCL used a combination of odor/dust BMPs that included the planting of trees on top of physical berms. Approximately 1,000 trees were planted along several earthen berms engineered near the entrance to the landfill to offset potential dust, visual, and odor impacts. The assessment states that using a combination of strategically placed earthen berms and a vegetation barrier did can enable air mixing for potential odor dispersion.

Vegetative Barrier: Under COA #20.2 – Odor Containment – DCD may require additional physical improvements or management practices as necessary to alleviate odor problems. Condition of approval #22.4 – Mitigation Berms – require the landfill developer to install landscaped mitigation berms (lift-level berms) in areas visible off

the landfill site to address visual quality. It is possible that planting a vegetative windbreak on a mitigation berm could be required without modifying the LUP. However, before moving forward in directing the construction of such improvements, several vegetation related factors should be considered in collaboration with CCEH and the landfill operator, including the following:

- Consulting / hiring a certified arborist;
- Assessing different species susceptibility to disease/pests, growth rates, suitability in/near landfill environment;
- Planting a single row versus multiple rows of mixed trees;
- Soil analysis;
- Adequate on-site irrigation

Planting a sizable vegetative windbreak consisting of multiple rows of trees will need proper irrigation and will most likely require connecting to municipal water as existing well water will not be a sufficient source. Bringing municipal water to the landfill site will necessitate the City of Pittsburg's involvement and authorization.

Extending Permit Review: The landfill operator and staff have agreed it would be best to extend this permit review through next year. Due to community concerns raised throughout this permit review, staff is recommending the following course of action before moving on to holding permit reviews every three years. The District V Supervisor has expressed interest in hearing staff update the full Board on the state of this third permit review. Staff anticipates new direction will likely be given to extend the permit review, potentially involving a referral back to the CPC after providing some time for staff to monitor the implementation of milestones outlined in Exhibit A, as well as for continued COA compliance. Therefore, it is staff's recommendation to extend the permit review and have staff report back to either the Board or CPC in late April 2019. The late April 2019 date was chosen because it will be after the winter season, which has been when the majority of odor complaints were submitted to the County and the Bay Area Air Quality Management District (BAAQMD) in the past two years. Staff's goal between the time of receiving new direction from the Board and the late April 2019 continuance is to monitor the effectiveness of recent improvements for odor mitigation, before determining the potential need to add or modify conditions in the LUP.

Litter: In late July, after the last permit review update, three litter complaints were submitted to the LEA and/or DCD. Staff investigated the litter complaints and forwarded the complaints to the operator to address on-site clean-up. The complaints

could not be confirmed, as the submitted photo evidence did not show litter blowing off site or through the neighborhood.

The operator regularly maintains a litter crew on-site to clear debris from the litter fences, but also collects litter from the buffer areas (open hillsides surrounding the disposal area). On windy days, the operator will increase the size of the litter crew as needed. It is known that this area of the County, especially near the landfill, experiences regular high winds. High wind speeds can make it challenging to control litter. The landfill operator is responsible for controlling and containing the litter on-site and are required to remove litter from the litter fences daily. Since the LEA and the operator already receive email notifications of odor complaints through the County's online complaint form, DCD staff is exploring potential for modifying the online complaint form to provide for submittal of litter complaints. Additionally, the complaint form may use a feature that allows for the uploading of digital photos. Staff hopes to implement these modifications before the end of the year. Meanwhile, staff will continue to work with the operator to address any litter issues. If staff receives a litter complaint not related to odor, we will forward that complaint to the operator and the LEA, and respond to the complainant as well.

Visual: The operator accelerated the scheduled construction of disposal cell Phase 2E, to move away from the previous disposal cell, Phase 3B1 cell, where the anaerobic compost material was disposed. Construction of Phase 2E was completed in August of this year. The new cell started being used for disposal in the middle of September. Relocating from Phase 3B1 to Phase 2E increases the distance between the nearest residential neighborhood and the active disposal cell by approximately 0.5 miles. Moving the disposal activity further from sensitive receptors should address odor issues, potential noise impacts, and active landfill operations. Trucks entering and leaving the landfill continue to be visible along the main access road.

Condition #22.3 – Toe Berm – shall be designed to screen the access road, while COA #22.4 – Mitigation Berms – are intended to screen landfill disposal activities. Now that active disposal moved to Phase 2E, the operator can focus on the feasibility study for increasing the height of the Toe Berm per design, and examine the placement of future mitigation berms. Per attached Exhibit A, the 2018/19 Timeline of Scheduled Improvements has been updated to include an extra milestone of developing engineering design plans for future berms required to mitigate visual impacts. Building up the Toe Berm and installing new mitigation berms will also help to minimize future odors, noise, and dust impacts. Extending this permit review will also allow time for the operator to provide updates and continue working on the key

2018/19 improvement milestones while staff continues monitoring effectiveness of recent installations and overall COA compliance. Having staff report back in late April 2019 will keep the public and local community apprised of progress at the landfill.

Noise: Staff has not received any noise complaints about the landfill since March 2018.

## IV. CONCLUSION

Staff recommends that the CPC accept this fifth staff report on the third permit review for KCL's use permit, and recommends taking the report(s) to the Board for an update.

Additionally, staff recommends the CPC request that the Board of Supervisors to continue this permit review and direct staff to report back to the CPC or Board in late April 2019.

Exhibit A: 2018/19 Timeline of Scheduled Improvements at KCL
Exhibit B: Assessment of the Feasibility of Installing Physical Barriers and or Dust/Odor Containment Structures – March 2017

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| Improvement Milestone | Status | Targeted Start Date | Targeted Completion Date | Comments |
|---|---|---|---|---|
| Gas Collection & Control System | COMPLETE | March 2018 | May 2018 | 26 New methane gas extraction wells online and functioning per design. |
| Replacement Flare Station Upgrades | Electrical Upgrade COMPLETE. Building permit In Progress | Autumn 2018 | Spring / Summer 2019 | Blower skid being fabricated, and under building permit review. This will provide greater landfill gas collection capacity. BAAQMD reviewing emission calculations. |
| Phase 2E Design | COMPLETE | December 2017 | April 2018 | Design Report submitted in December 2017, and approved in April 2018 by RWQCB. |
| Phase 2E Construction | COMPLETE | March 2018 | August/September 2018 | RWQCB and County approved in August 2018. In use starting September 2018. |
| Toe Berm / Mitigation Lift Level Berms Feasibility Study | In Progress | Autumn 2018 | December 2018 / January 2019 | Fiscal year resources dedicated to new Phase 2E construction. Study of Toe / Mitigation berms to follow. Requires assessment of future berm plans compared to phasing plan. |
| Berm Engineering Design Plans | PLANNED | January 2019 | Spring 2019 | To be started while Feasibility Study is under County review. The Engineering Design Plans require review and approval of DCD in accordance with COAs 22.3 - 22.4 |
| Berm Construction | PLANNED | Summer 2019 | Autumn 2019 | Construction of mitigation berms completion date dependent on permissible weather. Increasing height of Toe Berm is a phased project. |

# ASSESSMENT OF THE FEASIBILITY OF INSTALLING PHYSICAL BARRIERS AND OR DUST/ODOR CONTAINMENT STRUCTURES

## SUNSHINE CANYON LANDFILL

**MARCH 2017**

**PREPARED BY**

Republic Services
Sunshine Canyon Landfill
14747 San Fernando Road
Sylmar, California 91342

## 1.0 BACKGROUND

This report addresses Condition 16 of the Abatement Order (Case 3448-14) (Abatement Order) issued by the South Coast Air Quality Management District (SCAQMD) on December 15, 2016 to Browning Ferris Industries of California, Inc. (BFIC) for the Sunshine Canyon Landfill (SCL). SCL, located in Sylmar, California, is wholly-owned and operated by BFIC.

Condition 16 of the Order states the following:

> *"Respondent shall submit to the District, within ninety (90) days of the issuance of this Order, an assessment on the feasibility of installing physical barriers and or dust/odor containment structures. The assessment shall include an estimated timetable for improvements at the entrance road, including consideration of a large physical visual berm lined with trees along the final realigned access road along with other physical barriers (or containment systems) that can serve as a physical barrier to mitigate odors (e.g., controlled air movement, creating additional air turbulence or dispersion along odor travel pathways, additional odor adsorption)".*

## 2.0 SUNSHINE CANYON LANDFILL SITE AND ENVIRONS

The Sunshine Canyon Landfill (SCL) is an operating Class III municipal solid waste sanitary landfill located partially within the Sylmar area of the City of Los Angeles and partially within the unincorporated area of Los Angeles County (Figure 1).

The site property comprises 1,036 acres. The current operating permit for the combined City/County Landfill site encompasses 363 active acres for disposal with 178 acres in the County, and 185 acres in the City. In addition to the active permitted landfill areas on the site, there are two closed waste management units (WMU) on the City side comprising of approximately 86 acres. The two WMU's were closed in late 1990's with a final cover system constructed per the regulations in effect at the time of closure.

**FIGURE 1 - Sunshine Canyon Landfill Vicinity and Environs**

A gas collection and control system (GCCS) is operating on all active and closed units at the landfill site. This system employs over eight hundred landfill gas wells and miles of collection piping to serve four enclosed flare units for methane oxidation. There is also a 22.5 megawatt landfill-gas-to-energy plant (LFGTE) which combusts approximately 8,300 standard cubic feet per minute (SCFM) of methane gas.

The landfill is situated southwest of the Newhall Pass, in the northern corner of the San Fernando Valley, in a box canyon which opens to the south within the community of Sylmar, and just east of the community of Granada Hills (both communities situated in City of Los Angeles proper). The landfill mound is situated within the box canyon and is visually blocked from view of Granada Hills by a ridge line running northwest-southeast north of Balboa Avenue (herein called the 'Southern Berm').

As of the date of this report, active landfill operations occur on 156 of the 178 acres of the County portion of the site, and 85 of the 195 acres on the City portion of the site. Landfilled

areas that are closed with final cover in place total 155 acres (138 acres for City South and 17 acres for City North).

## 3.0 METEOROLOGICAL AND OPERATING CONDITIONS

### 3.1 Meteorological Conditions

A meteorological study was prepared in 2011 by Environ International Corporation of Novato, California and eta-Partners of Groton, Massachusetts. This study was conducted in response to a prior Abatement Order (Case 3448-13).

The goal of the meteorological study was to "gain sufficient understanding of the flow patterns around the landfill to allow the design of mitigation measures that will ultimately improve control of odors from the landfill".

The report concluded:

"Based on all local, mesoscale and synoptic meteorological analyses conducted in this study, we have developed the following conceptual model of the odor transport couple between Sunshine Canyon Landfill and the residential neighborhoods to the south:

- Calm, stagnant or weakly forced flows set up over Southern California;
- A weak to moderate Santa Ana condition may form, in which a shallow surface flow moves south from the Antelope Valley and accelerates through the Newhall Pass;
- Odor events are most common during clear conditions in which radiative cooling of the local terrain generates drainage flows that augment the northerly [sic] flow through the pass;
- Nocturnal cooling maintains a vertically stratified environment, but northerly winds likely increase mixing via mechanical turbulence and direct odors directly southward and down arroyos to residential areas;
- The subsiding cool air from the Landfill pools in the Van Gogh "pocket", thereby inhibiting mixing or evacuation of odors;
- This stable flow regime is at maximum strength in the morning and together with increased population activity during 6-10 AM leads to a surge in odor complaints".

The meteorological study identifies two distinct travel pathways for possible odor conveyance from the site:

*Pathway 1: when aided by a north wind, air travels over City South Landfill unit, crosses a natural separating ridgeline (the Sunshine Canyon "Berm") at elevations 1720 to 1780 above mean sea level (MSL), and then ultimately pools by inversion in some residential areas of Granada Hills North.*

*Pathway 2: under normal stagnant flow, with nighttime cooling, air drains south along the Sunshine Canyon bottom and ultimately exits the facility in the vicinity of the entry gate on San Fernando Road and low areas along the Interstate 5/State Route 14 freeway junction.*

**FIGURE 2 - EXCERPT FROM METEOROLOGICAL STUDY [2] IDENTIFYING TRANSPORT PATHWAYS**

**Figure 22. Schematic depiction of the conceptual model describing transport paths under two statically stable (nocturnal) scenarios: (green) moderate northerly wind regime moving air directly south and channeling down arroyos to the south of the Sunshine Canyon "Berm", ultimately pooling in the Van Gogh area of Granada Hills North; (red) weak/calm wind regime dominated by slower drainage flow that channels odors along the floor of Sunshine Canyon and out to the I-5 corridor. For illustration purposes the center of the landfill was used for this schematic but it is not intended to represent a known emission point. The model used for these pathways is strictly conceptual and will be refined during remaining work tasks.**

## 3.2 Current Operating Conditions

Current operating conditions at the site occur in three distinct areas: County deck areas; City/County unit CC3B Part 2 liner fill which is presently occurring from 1680 to 1820

MSL; and new operations that will begin in CC4 Part 1 in April 2017 at starting elevation of 1570. Based on the meteorological study, operations which occur at higher elevations pose potential for migration of odors to both meteorological pathways, whereas lower operating elevations would typically pose odor migration primarily to Pathway 2.

## 4.0 EXISTING ODOR AND DUST CONTROL MEASURES

### 4.1 Existing Odor Control Measures

This section presents the odor control measures that are currently in use at SCL. Landfills employ operational techniques and engineered systems to control gas emissions and associated odors at the site. At SCL the following techniques and systems are in place:

#### 4.1.1 Operations

- Waste operational areas are covered nightly with either the approved alternative daily cover (ADC) or 9 inches of compacted soil cover;
- Odor neutralizer is sprayed at the active disposal area downwind of the activity with dust suppressor equipment;
- An odorous load management practice is in place to handle odorous loads expeditiously or reject loads that are considered too odorous to accept;
- Surface emission monitoring is conducted at the landfill on a monthly basis in accordance with regulatory requirements. Areas of exceedance are responded to with additional soil cover and/or adjustments to the wellfield to promote additional collection of the landfill gas in that area within the permitted timeframe;
- Additional soil has been placed on intermediate cover areas.

#### 4.1.2 Barriers and Controls

- A landfill gas collection and control system (GCCS) is installed on all active and closed landfill units at Sunshine Canyon Landfill. This system of over eight hundred wells and collection pipes, conduct landfill gas to treatment points on the landfill (4 flare stations and a LFGTE plant) which treat the landfill gas through thermal oxidation. All aspects of the system are permitted for operation by SCAQMD and the site's Title V permit. Periodic monitoring reports for the system are submitted to SCAQMD.
- Odor mitigation equipment is employed at the active working face (Buffalo Monsoon units) and also on the Southern Berm portion of the site. These

units use a mixture of water and odor deodorizer to provide a deodorizing mist.

- Odor neutralizer is sprayed on the access entry road at 20 feet above road grade from a pole-installed mister system.
- Deodorizer is released in vapor systems along the Sunshine Canyon Southern Berm on City South, along San Fernando Road north and south of the entry road, and on the ridge area above San Fernando Road along the oilfield road near the southerly property boundary.

## 4.2 Existing Dust Control Measures

Dust control at the landfill is primarily achieved through the application of water sprayed on roads and other areas of the landfill where dust is generated through normal landfill activities or during construction.

A vegetative berm was installed on the Southern Berm in accordance with City of Los Angeles Q-Condition C.10.b(1) which requires the planting of 1,000 trees to buffer particulate matter (PM10) from lands to the south of the site which include residential neighborhoods. A total of 1,038 were originally planted by landfill personnel for the PM10 berm. Republic Services voluntarily agreed to monitor the health and mortality of the PM10 trees for a 5-year monitoring period. The monitoring was conducted by a certified arborist, and annual monitoring reports were submitted. The final annual monitoring report submitted in January 2015 found the following:

- Trees planted for PM10 mitigation consist of Coast Live Oaks *(Quercus agrifolia*);
- A total of 1,034 were in good to fair condition;
- Trees planted in the eastern portion of the mitigation area are exposed to high winds resulting in sparse canopies and have a slower growth rate;
- Most of the trees not as exposed to high winds are healthy and vibrant.

Figures 3 and 4 present current pictures of the portion of the PM10 berm area at the ridgeline level. It should be noted that the PM10 tree planting area extends below this ridgeline to the south. The PM10 trees are monitored on a routine basis for health by on-site nursery personnel and routine maintenance (weeding) of this area is conducted. When necessary, trees are replaced in kind to maintain the integrity of the system.

**FIGURE 3**
**PM10 SOUTHERN BERM SUNSHINE CANYON LANDFILL**
**VIEW LOOKING WEST**

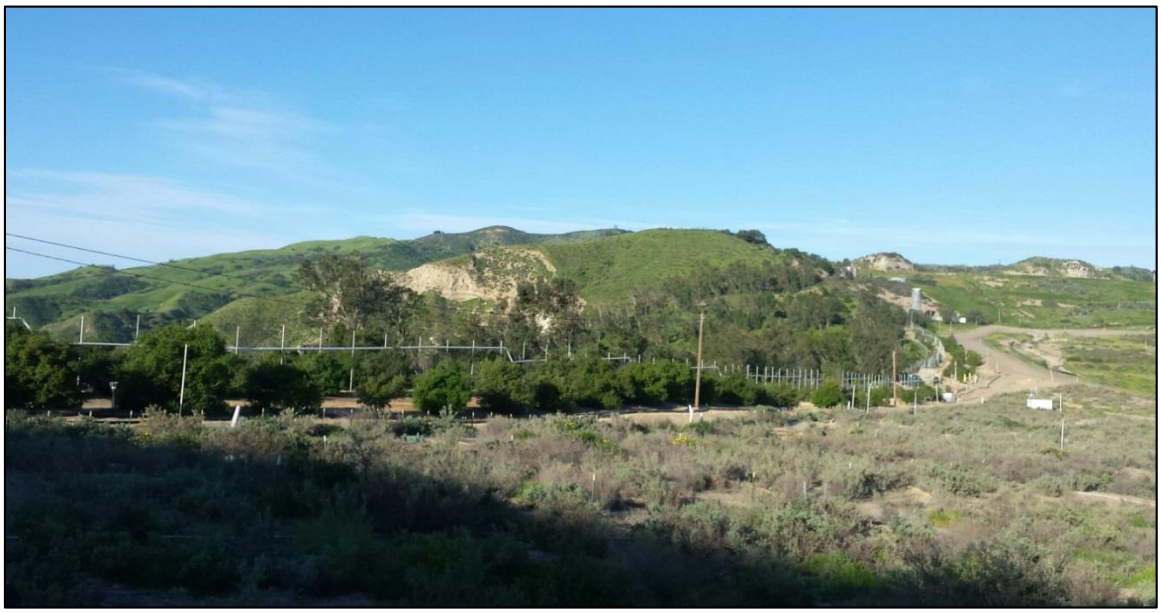


**FIGURE 4**
**PM10 SOUTHERN BERM SUNSHINE CANYON LANDFILL**
**VIEW LOOKING SOUTHEAST**

## 5.0 FEASIBILITY OF INSTALLING PHYSICAL BARRIERS AND/OR DUST/ODOR CONTAINMENT STRUCTURES

The performance characteristics of physical barriers and structures are to:

1. Control air movement
2. Create air turbulence
3. Promote dispersion along odor travel pathways
4. Odor adsorption, absorption and oxidation

Physical barriers rely on higher wind speeds to interrupt air flows and create turbulence leeward of the barrier. Numerous studies for agriculture and livestock uses promoted by the U.S. Department of Agriculture (USDA), U.S. Environmental Protection Agency (USEPA) and National Resources Conservation Services (NRCS) indicate that the range of turbulence is related to the height and permeability of the barrier, as well as wind speed. Barriers with sharper angles such as walls, promote more turbulence in comparison to rounded earthen berms. A synthesis of the available literature identifies that the influence of a barrier to create turbulence and mixing is approximately 3 times its height immediately downwind and it can influence wind speed and direction to a lesser degree for a horizontal distance 5 times its height upwind and 20 times its height downwind. Adsorption, absorption and oxidation barriers using strategically placed vegetation rely on lower wind speed to be effective to allow the particles to adsorb to the surface of the barrier.

The following barrier systems have been researched for their application at Sunshine Canyon Landfill.

### 5.1 Vegetative Barrier Systems

Landfills can employ the use of strategically placed earthen berms which, when accompanied by a barrier system of vegetation (trees, shrubs, hedges), can mimic the performance of barrier walls for the purpose of enabling air mixing for potential odor dispersion. Design guidance documents from the USDA and NRCS suggest that windbreak or shelterbelt barriers be comprised of multiple species due to the expectation that in the future some disease may claim one of the species thereby thinning the row. In addition, the windbreak or shelterbelt barriers should be multiple rows of differing heights and spacing to provide a more impermeable break, and finally that a plan for future thinning of the wind break be employed as the trees mature to keep the unit healthy and thriving.

Examples of single-line and multiple-line vegetative barrier systems are shown in Figures 4 and 5 below.

**FIGURE 4 - SINGLE ROW TREE-LINED WIND BREAK**

**FIGURE 5 - SHELTERBELT WITH MULTIPLE SPECIES**

### 5.2 Physical Barriers

Being an active disposal site, the installation of a passive control system such as a physical barrier is limited to areas at SCL that are either outside of the operating landfill permit boundary or areas within that boundary which have reached final design grades. Over the next four years (2017 through 2020), new entrance improvements relating to construction of the front Entry Berm area will be constructed which will entail the construction of a portion of the future permitted stability berm, with paved roads, new drainage conveyances, and temporary facilities for operation of truck scales along with portable buildings for operations, administration, and other office accommodations. The construction of this Entry Berm is considered the most feasible physical barrier system that can be constructed at the site due to the following constraints in other areas of the site:

- Sunshine Canyon Landfill is an active landfill. Daily waste receipt and processing operations are conducted to reach permit grades by the conclusion of the permit, which is presently January 29, 2037 on the County portion of the site. Therefore, areas that are within the permit limit boundary have not yet achieved final elevation, and making construction or placement of any type of permanent physical barrier such as a windbreak or shelterbelt, is not possible in the near term. For example, construction of wind breaks arranged normal to the prevailing wind pattern that may be effective for air dispersion would require a change to the final grading. This change would require regulatory approval from multiple regulatory agencies as a change of final grading to the Closed City South portion of the landfill would be required for the installation of the windbreak or shelterbreak;

- Any windbreak proposed on County Deck areas that have reached final elevation would likewise need additional approval from multiple regulatory agencies such as the Los Angeles County Department of Regional Planning and the Los Angeles County Department of Public Works – Environmental Programs Division (LACDPW-EPD).

## 6.0 PROPOSED PHYSICAL BARRIERS AND/OR DUST/ODOR CONTAINMENT STRUCTURES

### 6.1 Entry Berm Improvements as a Physical Barrier

The entry berm improvements will be the construction of a portion of the permit grading plan terminal stability berm. Drawing 1 presents a three-dimensional perspective for the Entry Road project. As shown, upon final construction, the entry berm will be an earthen berm with paved roads, new drainage conveyances, and temporary facilities for operation of truck scales along with portable buildings for operations, administration, and other office accommodations. As

shown on Drawing 1, this entry berm will be constructed such that it will change the configuration of the front portion of the site to create a physical barrier for potential air flow drainage as identified as Pathway 2 in the meteorological study.

This project will construct grading on an interim location for the purpose of temporarily siting the scale facilities for the next 15 years of operation. This project will be constructed in two phases as follows:

(1) The first phase will place approximately 600,000 cubic yards of soil for the stability berm. This will be a grid-reinforced earthen fill which will shape the new entry road and tree-lined screening berms. This project will allow traffic to utilize the current entryway while the Phase 1 fill is underway.

(2) The second phase of the project will be the paving of the new road, tie-over of customer traffic to the new alignment, and the completion of the geo-grid fill with an additional 300,000 cubic yards to complete the overall project.

Presently, this project is scheduled to begin in calendar year 2017 with completion in 2018, however local permit review by the City of Los Angeles is required. Therefore, the start of construction is predicated on their review. Given the permit evaluation period with the City is unknown, the project may slip one year for start in 2018 and completion in 2019.

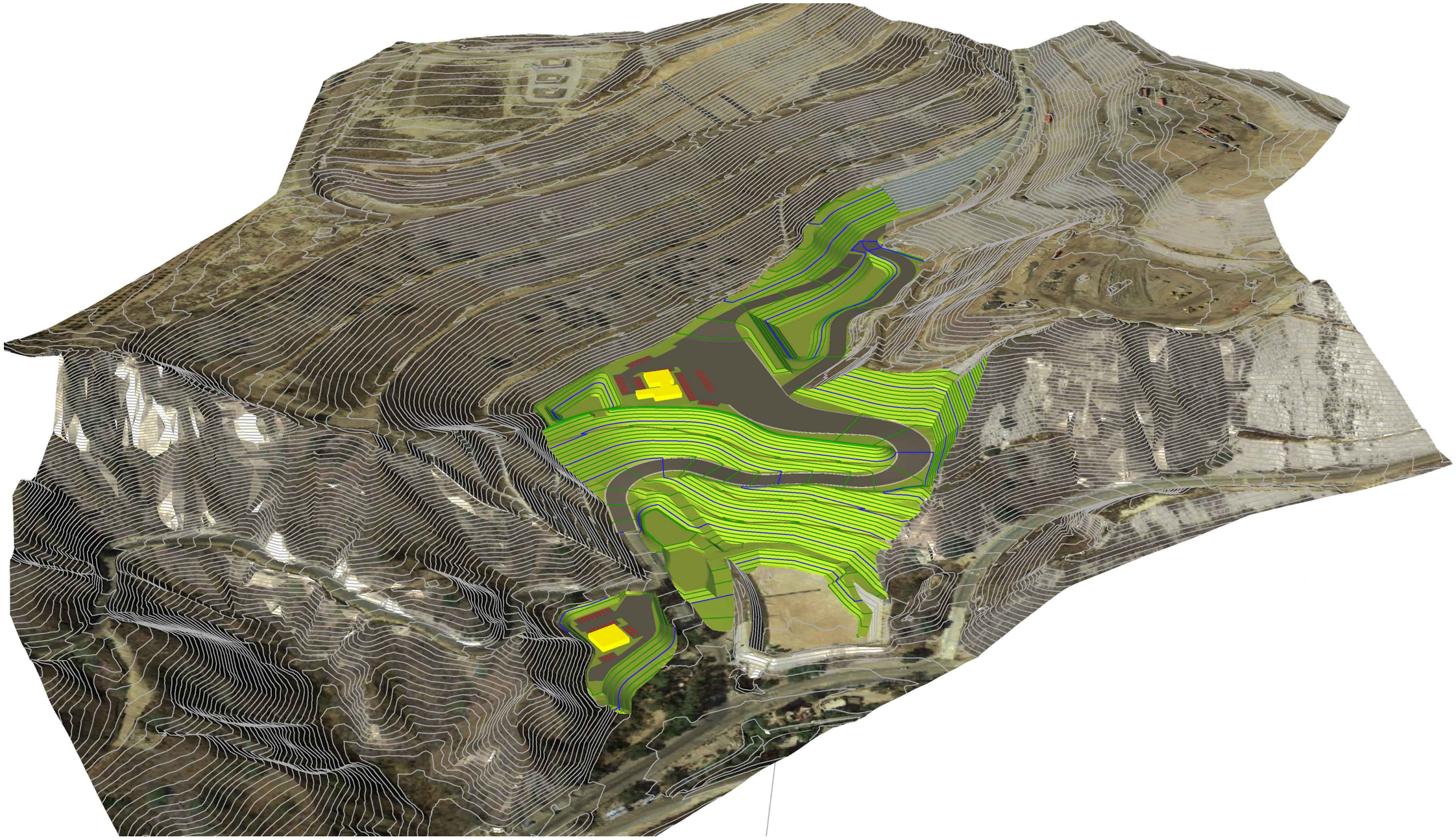
6.2 Windbreaks on the Southern Berm and Oil Field Road

Tree-lined windbreaks are proposed along the Southern Berm area of the City South portion of the site and along the ridgeline adjacent to the oil field road near the south boundary of the property. These windbreaks are proposed to be planted with fast-growing western trees with suitable hardiness to attain a 40'-50' height, and of a species mix to be confirmed by an arborist in recognition of the site's soil characteristics and climate zone. In both locations, a drip irrigation system will be installed to aid the establishment of the tree line. Locations of proposed windbreaks are presented on Drawing 2.

**REFERENCES**

[1] South Coast Air Quality Management District (2016) Findings and Decision for Petition for a Stipulated Order for Abatement; December 15, 2016; Case No, 3448-14.

[2] Environ International Corporation, Novato, California; eta-Partners, Groton, Massachusetts; (2011) "Meteorological Study of the Sunshine Canyon Landfill"; SCAQMD Order 3448-13.



DRAWING 1

REPUBLIC SERVICES

SUNSHINE CANYON LANDFILL
ODOR BARRIERS FEASIBILITY ASSESMENT
MARCH 2017

ENTRY ROAD PERSPECTIVE VIEW



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PROPOSED WINDBREAK
FOR ENTRY ROAD PROJECT

PROPOSED WINDBREAK
FOR ENTRY ROAD PROJECT

FUTURE ENTRY
IMPROVEMENTS

SAN FERNANDO ROAD

OIL FIELD ROAD

PROPOSED WINDBREAK
ALONG OIL FIELD ROAD

CITY SOUTH
CLOSED DECK

PROPERTY LINE

PROPOSED WINDBREAK
ALONG SUNSHINE CANYON "BERM"

N

300' 0' 150' 300'

SCALE: 1" = 300'

DRAWING 2

REPUBLIC SERVICES

SUNSHINE CANYON LANDFILL
ODOR BARRIERS FEASIBILITY ASSESMENT
MARCH 2017

PROPOSED WINDBREAKS



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# Department of Conservation and Development

## County Planning Commission

## Wednesday, July 11, 2018 – 7:00 .P.M.

**STAFF REPORT** **Agenda Item #____**

| | |
|---|---|
| **Project Title:** | Keller Canyon Landfill Land Use Permit Review |
| **County File(s):** | #LP89-2020 |
| **Applicant/Owner:** | Keller Canyon Landfill Company (KCLC) / Republic Services |
| **General Plan/Zoning:** | Landfill (LF) / Heavy Agricultural (A-3) |
| **Site Address/Location:** | 901 Bailey Road, Pittsburg – Bay Point area<br>(APN: 094-060-008, 018, 019, 020 & 021) |
| **California Environmental Quality Act (CEQA) Status:** | Exempt. This action does not constitute a project since staff is not recommending any new or modified conditions of approval for the existing land use permit (LUP). This permit review and the preparation and proposed acceptance of the staff report are purely administrative in nature and not subject to CEQA per Section 15061(b)(3). |
| **Project Planner:** | David Brockbank, Senior Planner (925) 674-7794 |
| **Staff Recommendation:** | ACCEPT the fourth staff report prepared for Keller Canyon Landfill's (KCL) third LUP review.<br>CONSIDER continuing permit review hearing to first County Planning Commission (CPC) meeting in October (three months), to allow the completion of key physical improvements at the landfill (and the assessment of alleged disposal of potentially radioactive material from Hunters Point Naval Shipyard). Staff will determine if additional permit compliance is warranted that may include potential modification(s) to the conditions of approval. |

## I. BACKGROUND

The CPC continued KCL's third annual LUP review for a third time on January 10, 2018.

The first hearing, held on October 25, 2017, was continued to December 6, 2017, and continued a second time to January 10, 2018. The third continuation in January, to July 11, 2018, included a three month update on April 11, 2018. The first, as well as the second continuance was based on testimony from some of the residents living in the adjacent neighborhood that brought up various issues allegedly to be associated with the landfill, including odor, dust, noise, visual impacts, seagulls, and litter. It was determined at the October 2017 meeting that the CPC wanted more time to further review the issues and give staff time to prepare responses to questions from the CPC and the public. Staff's supplemental staff report in December addressed each of the concerns brought up by the local residents. At the December 2017 meeting, additional residents raised a number of similar neighborhood concerns potentially associated with the landfill. The operator also made a presentation about landfill operations and provided information specific to previous concerns from the public. The CPC Chair then closed the public hearing and the commissioners began deliberations. The item was continued a second time.

Due to the number of complaints about the landfill from the community, the CPC was not prepared to move the KCL permit review on to the Board of Supervisors (Board). The CPC continued the hearing a third time to the first meeting in July. Staff was also directed to prepare a three-month status update in April 2018, informing the CPC and other interested parties about the landfill's progress on a number of possible odor reducing projects including installation of methane gas wells, potentially moving to a new disposal cell one-half mile south, away from the residential neighborhoods. This report serves as the fourth staff report for KCL's third permit review.

## II. STATUS UPDATE

Hunters Point Naval Shipyard (HPNS): On April 21, 2018, the San Francisco Chronicle published an article regarding material that may have been sent to KCL back in 2010-2011. The article alleges falsified documentation associated with radiological waste from HPNS that was sent to one or more landfills across the state, including KCL. Contra Costa Environmental Health (CCEH) acting as the Local Enforcement Agency (LEA), and the Department of Conservation and Development (DCD), are working with state and federal agencies in coordination with the landfill operator to investigate if any of the waste material in question was disposed at KCL. If radiological waste was sent to KCL, the investigation will examine if there are potential health concerns for employees and local residents and what, if any, remedial actions are necessary.

At the Board of Supervisor's (Board) direction, County staff prepared a brief report

related to the allegations printed in the newspaper on May 1, 2018. At the end of May, CCEH put out a Request for Qualifications / Proposal in order to contract with a consultant to recommend the most appropriate means of assessing the landfill and surrounding community to detect the presence of any potential radioactive material that may have been disposed at KCL. Staff is expected to return to the Board in early July with an updated report related to progress on hiring expert consultant(s), what additional research may be needed, and share feedback from the community meeting.

At the May 1, 2018 Board meeting, District V Supervisor's Office requested a community meeting be held for residents of Pittsburg and Bay Point, with representatives from applicable federal, state and local agencies on hand to discuss the on-going investigation and future potential testing for radioactive material. CCEH made a brief presentation at the Bay Point Municipal Advisory Council (MAC) meeting on May 1, 2018. CCEH also organized a community meeting held on June 21, 2018, at the Ambrose Community Center in Bay Point. Experts from the Radiologic Health Branch of the state Department of Public Health, US Navy, San Francisco Regional Water Quality Control Board (RWQCB), and other state and local agencies were in attendance to speak and/or answer questions.

Representatives of the Navy and Department of Public Health gave technically detailed presentations on the types of radiation and types of radioactive material found at the HPNS, as well as the detailed process for examining and transporting material offsite. After all the presentations, members of the audience that wrote down questions were answered by the appropriate agency. Once questions were answered, the time remaining was limited for residents to comment and share personal concerns with the landfill and its operations. Generally these comments were more emotional, explaining major concerns about public health and safety.

Odors: Conditions of Approval (COA) #20.2 addresses odor containment, which was specifically cited by the CPC at a previous KCL permit review hearing. However, only the first half of the initial sentence of this condition was quoted, "The landfill operator shall operate the landfill in a manner that prevents odors from being detected off-site," while the second half of the sentence, "...pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District (BAAQMD)" was omitted. Those regulations are attached as Exhibit B and refer to handling citizen complaints. The Odor Containment condition, nor the authors of the LUP envisioned a landfill without odors, but rather established a system and process for handling odor complaints. The operator would also use best management practices (BMPs) to minimize odors from migrating off-site, which is cited in the second paragraph of the COA.

The landfill operator has initiated several BMPs to address odors potentially migrating off-site. Again, those include contracting with odor experts, installing odor suppression devices, and monitoring/inspecting potential on-site sources like the leachate tanks, as well as conducting regular odor investigations on- and off-site. Several members of KCL's staff are on the list of recipients for all odor complaints submitted through the County website; because of this, the landfill operator is made aware of complaints as soon as they are submitted to the County. Since the last permit review status update presented on April 11, 2018, only three odor complaints were submitted through the County's on-line system with the following monthly breakdown:

**April 2018: 2 complaints**
**May 2018: 1 complaints**
**June 2018: zero complaints**

Odor complaints were less frequent in the prior 26 years of the landfill's existence, but the dramatic increase in complaints is likely due to the location of the disposal cell being the closest to the residential neighborhood(s) than ever before. This was compounded by the disposal of anaerobic material that came from West County in this close proximity to sensitive receptors, and creating the online complaint form made issuing complaints easier.

At the January 10 meeting, the CPC requested staff to research other landfills and solid waste facilities to determine what other facilities have used or are using to address odor issues. For the April CPC update, staff spoke with other regulatory agency inspectors and asked what other landfills, compost facilities, and transfer stations, used or implemented for odor issues. The reason staff turned to other regulatory agencies was that inspectors monitor multiple sites and multiple facilities, not just one landfill or transfer station. Inspectors review a range of facilities from large-scale operations similar to KCL, to smaller organics processing facilities, and more in between.

During the April permit review update, the CPC reiterated for staff to research the effectiveness of installing tree lines/breaks to mitigate odors, and look at industry associations such the Solid Waste Association of North America (SWANA). SWANA is a paid membership association, made up of primarily private industry (companies/facilities). Although the County is not a member, staff searched the site for odor mitigations and then specifically landfill odors, with limited access. Transfer stations can effectively control odor by closing their large bay doors. Landfills do not

operate inside enclosed buildings; landfills close at the end of the day by adding daily cover or alternative daily cover, which KCL is required to do for vector control, litter control and odor management, under the land use permit and Solid Waste Facility Permit (SWFP). Staff's limited research on the SWANA site provided access to descriptions, programs, and industry awards (pdf files) for solid waste processing facilities across the Country. The common effective tools for odor management include:

A. Landfill gas (LFG) extraction system, use of vertical LFG wells;
B. Converting or burning excess LFG through power plant or flares;
C. Using odor control / minimizing system (e.g. misters) at the active face; and
D. Application of Daily cover or Alternative Daily Cover. Staff has attached SWANA's T-9.2 Technical Policy about Daily Cover, specifically six-inches of compacted soil (Exhibit C).

The above common practices (A. – D.) utilized amongst landfills is what KCL is already using. Staff could not find any landfill odor BMPs that included the planting of trees. Staff reached out to several local arborists. The few that responded to staff's inquiry, none had experience working in a landfill setting, but they all provided similar feedback noting that certain trees in local climate zones could be used effectively as wind breaks. One example is the Italian Cypress tree, which has very dense foliage, but is also very narrow, and requires numerous trees to be effective over a long distance.

Without some conclusive evidence establishing that a tree break will solve the odor issue, staff is not prepared to recommend any tree break requirements be imposed at this time. Staff's research has reinforced the validity of previously suggested actions as the most likely effective odor mitigation and control strategy, which relies on proven methods, including relocating the disposal cell one half mile further from the nearest residences. Although KCL has not received written approval to construct Phase 2E, at the time this staff report was written, the Design Report is completed and being reviewed. Weather permitting, active disposal of waste should begin in the new cell by September at the latest, before the rainy season. Attachment A is an updated list of those projects that staff provided the CPC in April, with an associated timeline that includes start and completion dates.

Litter: Since late April to the end of June this year, five litter complaints were submitted to the Local Enforcement Agency (LEA) and/or DCD. Staff investigated the litter complaints and forwarded the complaints to the operator to address on-site clean-up.

Four of the complaints could not be confirmed, as no litter appeared to be blowing off site or through the neighborhood, as described by complainant. The June 11, 2018, complaint was evidenced through photos of several plastic bags stuck against the property line fence of the landfill and a local residence. Landfill personnel removed those bags along with others found at the terminus of Jacqueline Drive on June 13, 2018.

The operator regularly maintains a litter crew onsite to clear debris from the litter fences, but also collects litter from the buffer areas (open hillsides surrounding the disposal area). On windy days, the operator will increase the size of the litter crew as needed. It is known that this area of the County, especially near the landfill, experiences regular high winds. High wind speeds along with the transportation and disposal of municipal solid waste can make it challenging to control litter. The landfill operator is responsible for controlling and containing the litter so staff from the LEA and DCD will continue to work with the operator to best address the issue. When staff receives a litter complaint, we forward that complaint to the operator and the LEA follows up with the complainant as well.

Visual: The operator has moved up the scheduled construction of disposal cell Phase 2E, rather than waiting until the end of 2019 to move away from the current active disposal cell, Phase 3B1 cell. Staff also reported at the April permit status update, Phase 2E cell is approximately 0.5 miles south of Phase 3B1. This distance provides a larger buffer between active disposal activity and the closest residences. Relocating the disposal activity to Phase 2E will address three primary concerns: odor issues, excessive noise, and reduce visible landfill operations. Trucks entering and leaving the landfill may still be visible; this impact may be addressed with the design and construction of mitigation berms and further build-out of the Toe Berm. Once active disposal moves to Phase 2E, the operator can continue working to increase the height of the Toe Berm per design and start constructing mitigation berms. Building up the Toe Berm and installing new mitigation berms will also help to minimize future odor, noise, and visual impacts.

Noise: Staff has not received any noise complaints about the landfill since March 2018.

## IV. CONCLUSION

Staff recommends that the CPC accept this fourth staff report on the third permit review for KCL's use permit, and continue the permit review to the first CPC meeting in October 2018, to review and assess alleged disposal of potentially radioactive material from Hunters Point Naval Shipyard.

Exhibit A: 2018/19 Timeline of Scheduled Improvements at KCL
Exhibit B: BAAQMD Regulation 7 of Odor Containment COA #20.2
Exhibit C: SWANA's T-9.2 Technical Policy

M:\Keller\Permit Review\2017 Permit Review\CPC\Continued_7-11-2018\LP89-2020_CPC Sup.SR_7-11-18_PR3.4.docx

| Milestone | Status | Targeted Start Date | Targeted Completion Date | Comments |
|---|---|---|---|---|
| Gas Collection & Control System | 26 New Methane Gas Wells Installed | March 2018 | May 2018 | Newest extraction wells online and functioning per design. |
| Replacement Flare Station Upgrades | Design in Progress | Autumn 2018 | Spring / Summer 2019 | Electrical Upgrade Complete. Blower skid being fabricated and installed September 2018, providing greater landfill gas collection capacity. BAAQMD reviewing emission calculations. |
| Phase 2E Design | Design Complete and Report submitted, April 2018. | December 2017 | April 2018 | Awaiting confirmation of RWQCB Approval. |
| Phase 2E Construction | Grading Complete and Liner System installation is underway. | March 2018 | August/September 2018 | Construction period approximately 18 weeks, weather permitting. |
| Toe Berm / Mitigation Lift Level Berms Feasibility Study | Talking to consulting engineers, establishing parameters of feasibility study. | Autumn 2018 | November / December 2018 | Fiscal year resources dedicated to new Phase 2E construction. Study of Toe / Mitigation berms to follow. |
| Toe Berm / Mitigation Berm Construction | Studying construction of mitigation berms, increasing height of Toe Berm. | Spring 2019 | Autumn 2019 | Weather permitting. |

## REGULATION 7
## ODOROUS SUBSTANCES

**7-100 GENERAL**

**7-101** **Description:** This Regulation places general limitations on odorous substances and specific emission limitations on certain odorous compounds. A person must meet all limitations of this Regulation, but meeting such limitations shall not exempt such person from any other requirements of the District, state or federal law. See also Rule 1, Sulfur Dioxide and Rule 2, Hydrogen Sulfide, of Regulation 9, Inorganic Gaseous Pollutants.

**7-102** **Citizen Complaints:** The limitations of this Regulation shall not be applicable until the APCO receives odor complaints from ten or more complainants within a 90-day period, alleging that a person has caused odors perceived at or beyond the property line of such person and deemed to be objectionable by the complainants in the normal course of their work, travel or residence. When the limits of this regulation become effective as a result of citizen complaints described above, the limits shall remain effective until such time as no citizen complaints have been received by the APCO for 1 year. The limits of this Regulation shall become applicable again when the APCO receives odor complaints from five or more complainants within a 90-day period. (Amended May 21, 1980)

**Condition of Approval**

20.2 Odor Containment. The Landfill operator shall operate the Landfill in a manner that prevents odors from being detected off-site, pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District. If odors are reported to Contra Costa Environmental Health, or reports are relayed from the Bay Area Air Quality Management District, the Department of Conservation and Development or Contra Costa Environmental Health may require additional physical improvements or management practices as necessary to alleviate the problem. Contra Costa Environmental Health shall have the authority to cease disposal at a particular area of the Landfill, to control odors. A small daily working face (3 acres or less) shall be maintained. The leachate treatment system shall be enclosed and properly maintained to control odors from leachate. The landfill gas collection system and flare shall utilize BACT to reduce landfill gas as a source of toxics and odor.

The Landfill operator shall implement Best Management Practices of the industry to minimize odors from operations and emissions from equipment. If the operator is contacted about odors being detected off-site, the date, time and description of the odor complaint shall be logged and investigated promptly to expedite implementation of any necessary corrective action by the landfill operator. The Landfill operator shall contact Contra Costa Environmental Health or the Bay Area Air Quality Management District at minimum of once per year to obtain any information possible about odor complaints received by each agency. Any odor complaints received by the Landfill operator, Contra Costa Environmental Health or the Bay Area Air Quality Management District shall be included in the annual Activities Report required under the Landfill's Franchise Agreement unless otherwise specified by the Director of Conservation and Development. The landfill operator shall provide a means for receiving after hours odor complaints. Complaints shall be promptly investigated (after hours investigations required if/when multiple after hours complaints received on the same day or on multiple consecutive days) to identify whether the source of the odor is on the landfill site, in which case the problem should be corrected in a timely manner. A response to the person lodging the complaint shall be made within 48 hours and copied to the Department of Conservation and Development, detailing the problem and remedial action taken.

T-9.2
SWANA TECHNICAL POLICY

# ALTERNATIVE DAILY COVER MATERIALS FOR SANITARY LANDFILLS

## I. POLICY

SWANA supports the appropriate use of field proven alternative daily cover materials (ADCs) for sanitary landfills. Such usage should be based on site-specific characteristics of each disposal site and applicable provincial, state or local government rules and regulations. The use of ADCs, as a substitute for compacted soil, should be based upon economic analysis, performance of the ADC material to provide protection of human health and environmental quality under specific site conditions and other complementary management practices which achieve comparable results similar to that of soil.

## II. DISCUSSION

### A. The Value of Daily Cover

In sanitary landfill design and operation, daily cover of six (6) inches [15 centimeters]* of compacted soil has been the standard of practice for well over 30 years. Soil cover continues to be used extensively today. The use of 6" of compacted soil as daily cover was adopted based on the understanding that six (6) inches of compacted soil cover represents the practical minimum depth that can be placed over solid waste to prevent the emergence of adult flies from the landfilled solid waste mass. When implemented properly, this practice achieves a basic objective of protection of human health. Albeit, six (6) inches of compacted soil daily cover also provides several other beneficial functions as follows:

1. **Additional vector control** - six (6) inches of compacted soil reduces available breeding sites for mosquitoes and discourages solid waste from serving as an attractant to domestic/feral and wild animals.

2. **Fire control** - six (6) inches of compacted soil reduces the potential for, and movement of, fires within a landfill.

3. **Litter control** - six (6) inches of compacted soil helps to control blowing litter.

4. **Odor control** - six (6) inches of compacted soil serves as an odor barrier/or filter for odors emanating from solid waste.

5. **Aesthetics** - six (6) inches of compacted soil covering at the end of each working day, or more frequently, improves the aesthetics for site users and neighbors. Further, daily cover reinforces the perception of a sanitary landfill as opposed to open dumps.

6. **Run-on/Run-off** - six (6) inches of compacted soils serves to reduce the infiltration of storm water run-on into the filled mass of solid waste and helps to increase run-off of precipitation.

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* Hereafter in the text, the use of the term *6 inches* is also meant to represent *15 centimeters*.

## B. Further Considerations

Advancements in the field of solid waste management has led to the emergence of daily cover materials other than six (6) inches of compacted soil. These materials include composted green wastes, foam, tarps, shredded tires, shredded C&D wastes, and certain industrial materials to mention a few. The end result is that a wide range of products, materials and operational practices have been introduced as alternate daily cover (ADCs).

Locally available materials, local climatic conditions and site specific characteristics will guide what ADCs will and will not work at a particular site. It will take a significant amount of experience on the part of a landfill manager to determine whether a particular ADC will work at their specific site. Landfill managers should collect data, meet with regulators, talk with their peers, and pilot test the use of ADCs before deciding on its use in lieu of traditional compacted soil cover. SWANA will continue its efforts to provide to its Membership information and research results on suitable ADCs to landfill managers and others to make this decision process easier.

Other issues specific to ADCs include:

1. **Six inches of compacted soil uses up valuable space in a landfill:** Landfills are in the business of utilizing space. Efforts to maximize the use of space should be explored. Arguments are presented that the use of six (6) inches of compacted soil as daily cover consumes up to 20-25 percent of the space in a landfill. Whether this is the case or not is a site specific circumstance. Some suggest that six inches of compacted soil daily cover merely fills the voids in the solid waste mass, and when buried with sufficient amounts of solid waste does not significantly reduce the volume available for solid waste. However, solid waste that is adequately compacted to densities in excess of 1400 pounds per cubic yard [830 kilograms per cubic meter] may not have a significant volume of voids. SWANA believes further study may be worthwhile to determine the actual impact the use of six inches of compacted soil daily cover on landfill capacity.

2. **Soil can be very expensive:** When landfill owners/operators do not have sufficient soil on-site for daily cover and must purchase and import cover materials, it can represent significant increased operating costs. Hauling cover from off-site also increases traffic, road wear and tear, increased fuel consumption and increased air emissions. Alternate daily cover materials, which may be less expensive than importing soil to a site, could significantly reduce the overall operating costs for landfill operations.

# Department of Conservation and Development

## County Planning Commission

## Wednesday, April 11, 2018 – 7:00 .P.M.

**STAFF REPORT** **Agenda Item #____**

| | |
|---|---|
| **Project Title:** | Keller Canyon Landfill Land Use Permit Review |
| **County File(s):** | #LP89-2020 |
| **Applicant/Owner:** | Keller Canyon Landfill Company (KCLC) / Republic Services |
| **General Plan/Zoning:** | Landfill (LF) / Heavy Agricultural (A-3) |
| **Site Address/Location:** | 901 Bailey Road, Pittsburg – Bay Point area (APN: 094-060-008, 018, 019, 020 & 021) |
| **California Environmental Quality Act (CEQA) Status:** | Exempt. This action does not constitute a project since staff is not recommending any new or modified conditions of approval for the existing land use permit (LUP). This permit review and the preparation and proposed acceptance of the staff report are purely administrative in nature and not subject to CEQA per Section 15061(b)(3). |
| **Project Planner:** | David Brockbank, Senior Planner (925) 674-7794 |
| **Staff Recommendation:** | ACCEPT the staff report update prepared for KCL's third annual LUP review. |

## I. BACKGROUND

The County Planning Commission (CPC) continued KCL's third annual LUP review for a third time on January 10, 2018. The first hearing, held on October 25, 2017, was continued to December 6, 2017, and continued a second time to January 10, 2018. The first, as well as the second continuance was based on testimony from some of the residents living in the adjacent neighborhood that brought up various issues potentially associated with the landfill, including odor, dust, noise, visual impacts, seagulls, and litter. It was determined at the October 2017 meeting that the CPC wanted more time to further review the issues and give staff time to prepare responses to questions from the CPC and the public. Staff's supplemental staff report in

December addressed each of the concerns brought up by the local residents. At the December 2017 meeting, additional residents raised a number of the same concerns with potential landfill impacts on the neighborhood. The operator also made a presentation about landfill operations and controls, which shared additional information specific to previous comments from the public. The CPC Chair then closed the public hearing and the commissioners began deliberations. The item was continued a second time.

Due to the number of complaints about the landfill from the community, the CPC was not been prepared to move the Keller Canyon Landfill (KCL) permit review on to the Board of Supervisors (Board), with or without recommending modifications to LUP's conditions of approval (COA). This report serves as a status update to inform the CPC and other interested parties about progress and next steps related to community concerns with the landfill, most notably odor issues, but also view, litter, noise, dust, and seagulls. The CPC continued the permit review deliberation until July, however requested that staff return three months later to solely provide an update at the first meeting in April.

## II. STATUS UPDATE

Odor Issues: Since the odor complaints really started to increase in late 2016, KCL has taken a number of steps to identify and address odor issues that may be a result of standard landfill activity, including contracting with odor experts, installing odor suppression devices, and monitoring/inspecting potential on-site sources like the leachate tanks, to conducting regular odor investigations on- and off-site. Several members of KCL's staff are on the list of recipients for all odor complaints submitted through the County website, so the landfill operator is fully aware of the complaints submitted to the County. Since the start of this third permit review, 164 odor complaints were submitted through the County's online complaint form (October 1, 2017 – March 31, 2018). Approximately 112 of those complaints were submitted during the past three months, January 1 – March 31, 2018, or roughly since the last CPC meeting on January 10, 2018. The 112 complaints were submitted on 34 separate days, some of those days complaints were received first thing in the morning and then again in the evening. Twenty-seven complaints were received for just January 30th and January 31st. The monthly breakdown for 2018 is as follows:

**January 2018: 36 complaints**
**February 2018: 49 complaints**
**March 2018: 27 complaints.**

Other regulatory agencies are aware of the odor complaints at KCL that also conduct regular inspections of the landfill and the surrounding community. Contra Costa Environmental Health staff also receive a copy of the odor complaint submitted through the County's online form. While the Bay Area Air Quality Management District (BAAQMD), maintains a separate online, odor / emissions complaint form. In February this year, 40 odor complaints were filed with BAAQMD, and 23 complaints were submitted last month (many of the complaints submitted to BAAQMD are from persons that also submit complaints to the County).

The CPC requested staff to research other landfills and solid waste facilities to determine what other facilities have used or are using to address odor issues. Staff reached out to other regulatory agencies to ask the inspectors of landfills, compost facilities, and transfer stations, what, if anything worked on odors. A common practice amongst solid waste facilities is using what KCL is already employing, a misting system. This odor control device attempts to mask the odors, but can sometimes create a new chemical smell. Some misting systems use another formula that is supposed to neutralize the odor all together; however, the inspectors that staff spoke with felt this did not alleviate the odor issue either. One consensus is that landfill odors are seasonal, heavier in the winter and more rare in the summer. Installing additional landfill gas (LFG) collection wells is another measure to reduce odors, which also happens to coincide with the seasons. The LFG collection wells cannot be drilled/installed during the rainy season. KCL is in the process of installing 26 new wells, and plan to finish that project around the middle of next month (weather permitting).

Staff had many discussions with the landfill operator about odors, visual and noise impacts. Through these discussions, one involving staff for the City of Pittsburg, KCL collaborated with their engineers and odor experts to put the attachments together that are included with this staff report. Other odor management and reduction projects are currently underway at KCL. Attachment A is list of those projects with an associated timeline that includes start and completion dates. Attachment B is a list of landfill's odor mitigations managed by the operator. Attachment C summarizes wind direction data for 2018. Attachments D and E are the two projects KCL is investing its resources to alleviate odors and view impacts. One describes the LFG extraction wells mentioned above and the other is the relocation of the active disposal cell, which is discussed below.

Visual: Following the October 2017 CPC meeting, after witnessing reactions from the residents, the KCL operator initiated discussions with the parent company, Republic

Services, about securing significant unbudgeted funding to move up the schedule for Phase 2E's design and construction, rather than waiting until the end of 2019. The Phase 2E cell is approximately 0.5 miles south of the currently active Phase 3B1. This distance provides a larger buffer between active disposal activity and the nearest local residents. Relocating the disposal activity to Phase 2E would significantly diminish existing visual impacts of tippers and long lines of trucks using the access road for the adjacent neighborhood. This is likely going to be true, although possibly to a lesser degree from the third floor of the City of Pittsburg's Civic building. Relocating to a disposal cell, a half-mile away from the residents will likely minimize detectible odors off-site as well. In transferring the location of the disposal cell, even prematurely or ahead of schedule, the future sequencing of disposal cells would have to be modified as well. In modifying the sequencing plan, the operator would take into account maintaining a greater distance between active disposal operations and the local neighborhoods. The landfill operator has stated that the design and construction costs for these efforts are estimated to exceed $5 million.

Noise: For about a week at the end of February, DCD received numerous noise complaints, almost daily, about KCL shooting off an air canon early in the morning, starting around 5:40 AM and repeatedly firing every seven to eight minutes, for almost an hour. Both CCEH and DCD inquired with KCL about this canon noise, to which the operator explained that KCL was no longer using its canon (at the request of the neighbors), but continued the use of the bird whistlers. This was concerning, not only for the noise disturbance, but for firing the canon that early in the morning would violate the COAs regulating the hours of operation. Then the noise complaints stopped. DCD staff later found out it was the property manager for the Safeway shopping center north on Bailey Road, using its own canon to discourage the seagulls.

## IV. CONCLUSION

Staff recommends that the CPC accept this status update report on the third permit review for KCL's LUP. The continued meeting for this item will be on July 11, 2018.

Attachment A: 2018 Timeline of Scheduled Improvements at KCL
Attachment B: KCL Odor Mitigation Summary
Attachment C: Wind Direction Data for Odor Complaints in 2018
Attachment D: KCL Phase 2E Design
Attachment E: KCL Gas Collection and Control System
Attachment F: Toe Berm/Mitigation Lift Level Berms

## Attachment A

## Outline of 2018 Scheduled Improvements and Studies at KCL

| Milestone | Status | Targeted Start Date | Targeted Completion Date | Comments |
|---|---|---|---|---|
| Relocation within Phase 3B1 | Completed | -- | -- | Completed February 2018 |
| Gas Collection & Control System | Installations In Progress | March 2018 | May 2018 | Completion Date Weather Permitting |
| Flare Station Upgrades | Design in Progress | March 2018 | Summer 2018 | Design plans submitted to BAAQMD |
| Phase 2E Design | Design In Progress | December 2017 | March 2018 | Design Report to be approved by DCD & RWQCB |
| Phase 2E Construction | Initial Stages in Progress | March 2018 | August 2018 | Completion Date Weather Permitting. Construction period of 12 to 16 weeks |
| Toe Berm/Mitigation Lift Level Berms Feasibility Study | Establishing Parameters of Feasibility Study | Nov/Dec 2018 (After Completion of Phase 2E) | TBD | Resources are dedicated to new Phase 2E and new LFG wells. Study of possible mitigation berms to follow. |

## Attachment B

### Keller Canyon Landfill Odor Mitigation Summary

Since the odors began in October 2016, KCL has put forth a great deal of effort and money towards mitigating any offsite impacts from disposal operations. These include, in part, the following:

1. Conducting routine odor patrols onsite and offsite 2 to 4 times daily. On-going;
2. Investigating all odor complaints received. On-going;
3. Designated staff person responsible for receiving after-hours complaints;
4. Conducted community outreach events with neighbors, with plans to facilitate more in the future;
5. Instructed after-hours security personnel to document any odors detected in their daily log, and to contact KCL staff immediately if any significant events occur after-hours;
6. Correcting any odor sources that may be found onsite immediately, to the extent possible. On-going;
7. Monitoring wind and weather conditions associated with all complaints received. Data sent to County DCD. On-going;
8. Added additional wind monitoring station onsite;
9. Design and installation of additional LFG extraction wells, piping, and capacity to control LFG from site disposal activity. Further expand LFG extraction and control system in 2018;
10. Adjusting cover type and usage, including placement of additional soil, to ensure odors are not being caused by alternate cover materials. On-going;
11. Coordinating with odor consultant (starting in 2016 and continuing to present) and following recommendations for odor misting system purchase, installation and operation using only non-toxic, FDA approved odor neutralizing agents. On-going;
12. Secured funding to design and ultimately construct a new Phase 2E disposal cell far away from any potential offsite receptors with respect to odor, noise, litter or visual impacts;
13. Gained corporate approval to construct new Phase 2E disposal cell in 2018.

In all, by the end of 2018, nearly $9 million will have been spent to address this issue.

## Attachment C

### Wind Direction Data for Odor Complaints in 2018

(PDF of Odor Complaint Table Provided in Separate Attachment)

The wind direction data provided in the summary table for 2018 includes wind direction and speed at the approximate dates and times specified in the odor complaint table provided by DCD. The data were obtained from the weather monitoring station installed at the KCL scale house for the period of January 5, 2018 through February 17, 2018 as specified in the odor complaint table.

On the dates and times that odor complaints were noted, wind speed data ranged from a low of 0 mph, a high of 12 mph, with an average of 2 mph. Trends in wind direction data include the following approximate percent composition:

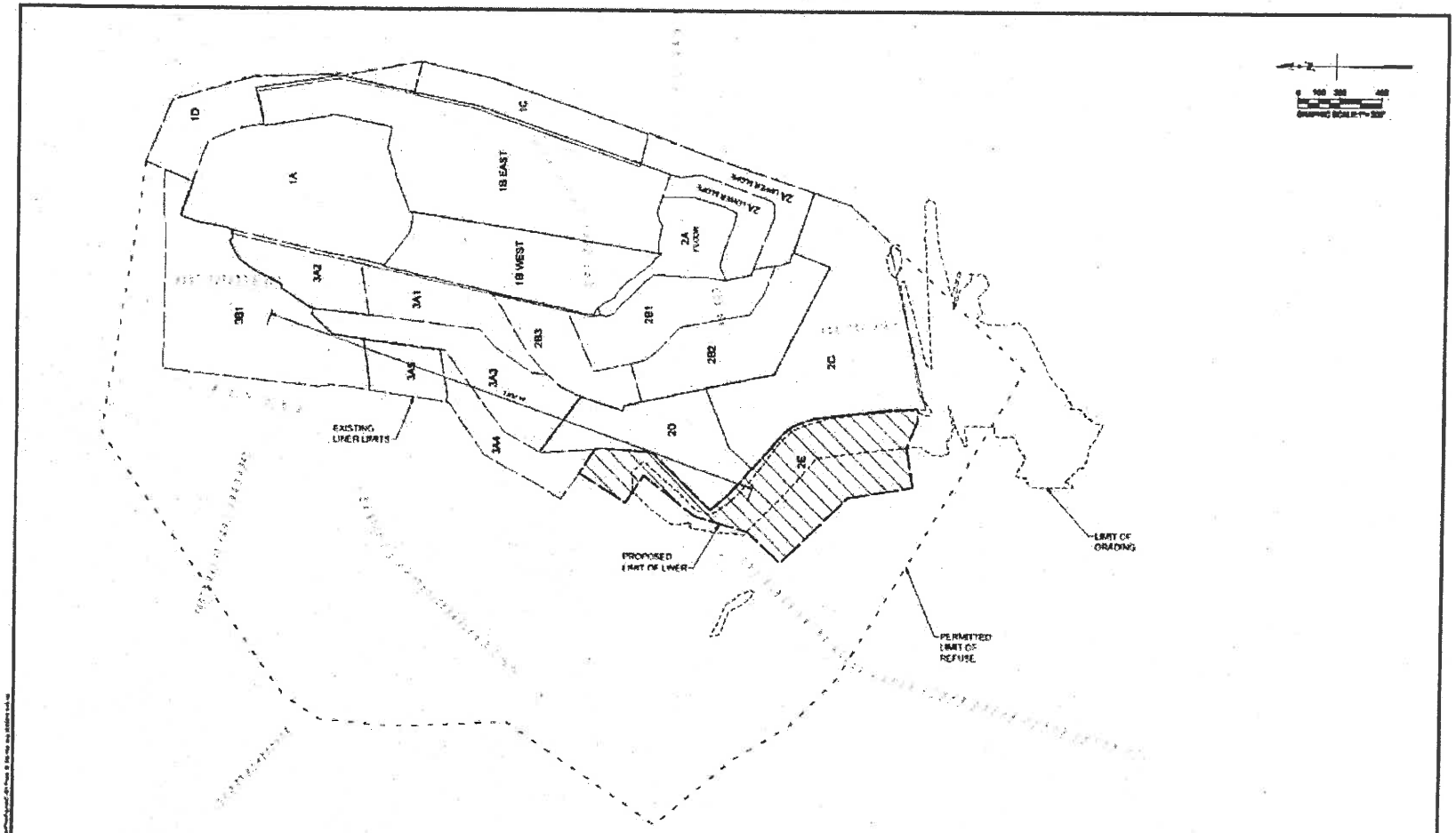
- Winds from the North: 4 percent
- Winds from the South: 54 percent
- Winds from the East: 21 percent
- Winds from the West: 21 percent

**Attachment D**

**Keller Canyon Landfill Phase 2E Design**

The design of Phase 2E schedule was accelerated in response to community concerns. The purpose of Phase 2E is to minimize odor, noise, and visibility issues associated with active landfill operations in Phase 3B1. Phase 2E site is located at the farthest and most buffered area within the KCL permitted disposal area. Moreover, efforts are currently underway to reconfigure future disposal fill sequence to keep operations in this more distant buffered area for as long as possible. Design and construction costs for these efforts are estimated to be in excess of $5.0 million.

Design of Phase 2E was initiated on December 2017 and is expected to be completed in this month. The Design Report is expected to be approved by the San Francisco Bay Regional Water Quality Control Board about 30 days after submittal. Approval by County DCD is expected in the same timeframe. Phase 2E will be situated in the southeast portion of the Extent of Waste Placement (please see Site Map);


1D
1C
1A
1B EAST
2A LOWER SLOPE
2A LOWER SLOPE
2A FLOOR
1B WEST
3A2
3A1
2B1
2B3
2B1
2B2
2C
3A3
3A4
2D
2E
EXISTING LINER LIMITS
PROPOSED LIMIT OF LINER
LIMIT OF GRADING
PERMITTED LIMIT OF REFUSE
DATE OF TOPOGRAPHY JANUARY 2018
REPUBLIC SERVICES
TETRA TECH BAS
KELLER CANYON LANDFILL
PHASE 2E SITE MAP
C-001

## Attachment E

### Keller Canyon Landfill Gas Collection and Control System

Republic Services is investing approximately $ 1.5 million to expand and upgrade the landfill GCCS infrastructure. Upgrades to the flare station (described below) will include about $1.6 million in improvements separate from the GCCS infrastructure.

- In 2017 twenty-four (24) new wells and associated piping were installed in the vicinity of the active cell Phase 3B1.

- An additional 26 landfill gas extraction wells and associated piping and fittings, will be installed in 2018, mostly in the north and east portion of the landfill, that will help control potential offsite odor migration;

- Well installation is in progress and will continue throughout the spring and summer of 2018 weather permitting;

- Enhancements to the flare station comprising a new flare, blower system, and upgraded electrical system will be installed in 2018. Plans have been submitted to the BAAQMD. Permits are expected in late summer 2018. Upon completion, these upgrades will ensure additional capacity is available for future gas volumes;

The existing GCCS system is shown in the attached figure. Upon completion of scheduled 2018 improvements to the GCCS, the system map will be updated.

TETRA TECH EAS
1940 Via Verde Drive, Diamond Bar, CA 91765
TEL 909.860.7777 FAX 909.860.8017
KELLER CANYON LANDFILL
LANDFILL GAS COLLECTION AND CONTROL SYSTEM PLAN
LEGEND
# 2017 LFG EXTRACTION WELL
# 2018 LFG EXTRACTION WELL
GRAPHIC SCALE
( IN FEET )
N

**Attachment F**

## Toe Berm/Mitigation Lift Level Berms

A feasibility analysis of design and construction of mitigation/lift level berms and the potential impact on permanent roadways will require a major multi-disciplinary study of site constraints and opportunities. The company has prioritized the design and construction of Phase 2E and GCCS improvements over a feasibility analysis of mitigation/lift level berms. By doing so, the relocation of fill operations to Phase 2E will immediately mitigate impacts currently attributed to fill operations in Phase 3B1. Examples of potential constraints associated with mitigation berm construction include, but are not limited to the following:

- Impacts to the structural stability of the Toe Berm;
- Potential impacts on future stormwater system improvements;
- Impacts to the main LFG 24-inch header located under the paved haul road;
- Construction impacts on the local community and daily operations;
- Short and long-term impacts associated with on-site sourcing/excavation of required soil or the import of soil from off-site sources;
- Potential impacts on the KCL 5 Year Development Plan for future phase development.

Republic proposes to work with DCD on the scoping of the feasibility analysis with intent of better understanding implications of such improvements by the end of 2018.

# Department of Conservation and Development

## County Planning Commission

## Wednesday, January 10, 2018 – 7:00 .P.M.

**SUPPLEMENTAL STAFF REPORT** **Agenda Item #____**

| | |
|---|---|
| **Project Title:** | Keller Canyon Landfill Land Use Permit Review |
| **County File(s):** | #LP89-2020 |
| **Applicant/Owner:** | Keller Canyon Landfill Company (KCLC) / Republic Services |
| **General Plan/Zoning:** | Landfill (LF) / Heavy Agricultural (A-3) |
| **Site Address/Location**: | 901 Bailey Road, Pittsburg – Bay Point area<br>(APN: 094-060-008, 018, 019, 020 & 021) |
| **California Environmental Quality Act (CEQA) Status:** | Exempt. This permit review and the preparation and proposed acceptance of the staff report are purely administrative in nature and not subject to CEQA per Section 15061.(b)(3). This action does not constitute a project since staff is not recommending any new or modified conditions of approval for the existing land use permit (LUP). |
| **Project Planner:** | David Brockbank, Senior Planner (925) 674-7794 |
| **Staff Recommendation:** | RECOMMEND that the Board of Supervisors accept the permit review reports for the Keller Canyon Landfill LUP. (See Section II for Full Recommendation) |

## I. PROJECT SUMMARY

This remains the third annual review of the conditions of approval for KCL's approved LUP that was continued from the December 6, 2017, County Planning Commission (CPC) meeting. These annual permit review reports, initiated in 2014, are prepared in accordance with LUP condition of approval 11.1. The Permit Review Criteria approved by the Board of Supervisors (Board) in 1995 and condition 11.1 affords the Board the opportunity to approve new and/or modified conditions of approval to improve public health, safety, and welfare or to address inconsistencies resulting from court decisions or regulatory changes made since the land use permit was approved in July 1990. The

CPC can recommend modifications to the LUP's conditions as needed to address demonstrated public health, safety, or welfare impacts; or required by new regulations or court decisions. The CPC may propose new or modified conditions to the LUP, however only the Board has the authority to approve any proposed changes.

## II. RECOMMENDATION

A. CONSIDER the information presented in the October 25, 2017, staff report, its Exhibit D – Compliance Table, as well as the December 6, 2017, staff report to provide appropriate background and context necessary to satisfy Parts I and II of the 1995 Permit Review Criteria approved by the Board of Supervisors for KCL's Land Use Permit (File #LP98-2020).

B. RECOMMEND that the Board of Supervisors ACCEPT the permit review reports prepared by staff for the KCL use permit, pursuant the 1995 Board approved Permit Review Criteria.

## III. BACKGROUND

The CPC continued this item a second time for KCL's third annual LUP review on December 6, 2017. The initial hearing, held on October 25, 2017, was continued based on testimony from some of the residents living in the adjacent neighborhood and additional questions from the Commissioners that required further time to review. Local residents brought up various issues potentially associated with the landfill at the previous hearing, including odor, dust, noise, visual impacts, seagulls, and litter. Staff prepared a supplemental staff report to address each of the concerns brought up by the local residents. At the December 2017 meeting, the CPC took additional testimony from residents who had not spoken at the October meeting, and the operator shared a presentation of landfill operations that included some rebuttal to previous comments from the public. The CPC Chair then closed the public hearing and the commissioners began deliberations. At 10:30 PM, the discussions were still going but there was not unanimous consent from the CPC to continue deliberations and thus, the item was continued a second time.

## IV. CONCLUSION

Staff recommends that the CPC accept the original staff report from October 25, 2017, including its Exhibit D, as well as the December 6, 2017, staff report as adequate to satisfy Parts I and II of the Board approved 1995 Permit Review Criteria.

# Department of Conservation and Development

## County Planning Commission

## Wednesday, December 6, 2017 – 7:00 .P.M.

**SUPPLEMENTAL STAFF REPORT** **Agenda Item #____**

| | |
|---|---|
| **Project Title:** | Keller Canyon Landfill Land Use Permit Review |
| **County File(s):** | #LP89-2020 |
| **Applicant/Owner:** | Keller Canyon Landfill Company (KCLC) / Republic Services |
| **General Plan/Zoning:** | Landfill (LF) / Heavy Agricultural (A-3) |
| **Site Address/Location**: | 901 Bailey Road, Pittsburg – Bay Point area<br>(APN: 094-060-008, 018, 019, 020 & 021) |
| **California Environmental Quality Act (CEQA) Status:** | Exempt (See Section III.C for details) |
| **Project Planner:** | David Brockbank, Senior Planner (925) 674-7794 |
| **Staff Recommendation:** | RECOMMEND that the Board of Supervisors accept the permit review reports for the KCL land use permit. (See Section II for Full Recommendation) |

## I. PROJECT SUMMARY

This continued public hearing of the County Planning Commission (CPC) remains the third annual review of the conditions of approval for Keller Canyon Landfill's (KCL) approved land use permit (LUP). The County Board of Supervisors (Board) referred this permit review to the CPC in November 2016. These annual permit review reports, initiated in 2014, are prepared in accordance with LUP condition of approval 11.1. The Permit Review Criteria approved by the Board in 1995 and condition 11.1 affords the Board the opportunity to approve new and/or modified conditions of approval to improve public health, safety, and welfare or to address inconsistencies resulting from court decisions or regulatory changes made since the land use permit was approved in July 1990. The CPC can recommend that modifications be made to the LUP's conditions, however only the Board has the authority to approve any proposed changes.

## II. RECOMMENDATION

A. CONSIDER the information presented in this report, in combination with the October 25, 2017, staff report and its Exhibit D (Compliance Table), which collectively provide the background and context necessary to satisfy Parts I and II of the 1995 Permit Review Criteria approved by the Board of Supervisors for KCL's Land Use Permit (File #LP98-2020).

B. RECOMMEND that the Board of Supervisors ACCEPT the permit review reports prepared by staff for the KCL Land Use Permit, pursuant to the 1995 Board approved Permit Review Criteria.

## III. BACKGROUND

The CPC continued the public hearing for the third annual LUP review of the Keller Canyon Landfill (KCL). The initial hearing was held on October 25, 2017, and it was continued based on testimony from some of the residents living in the adjacent neighborhood and questions from the commissioners that required further time to review. Local residents brought up the following issues potentially associated with the landfill at the previous permit review hearing: odor, dust, noise, visual impacts, seagulls, and litter. The topics below provides a brief description of the condition or conditions of approval in the approved land use permit that is associated with specific issue raised by the concerned neighbors, along with staff's response.

A. Condition 20.2 – Odor Control

***Issue/Concern Raised:*** There was a spike in odor complaint activity between November 2016 and March 2017. During this period, an average of one odor complaint was received every one to two days. This was uncharacteristic and primarily resulted from the acceptance and disposal of anaerobic compost material from West County. The odor complaints decreased significantly in April 2017 when the operator installed numerous additional LFG extraction wells. Odor complaints went from one per month in September 2017 to an average of one per day in October 2017 and then back down to one 1-2 per week in November 2017.

***Applicable Requirement:*** Condition of approval (COA) includes certain operational parameters, like maximum working face size, and control system design parameters, such as requiring that the leachate treatment system be enclosed and best available control technology be used to manage landfill gas. It also requires that the landfill operator log complaints if odors are detected in

surrounding areas, sources of odor be identified and corrected and responses be provided within 48 hours. The landfill operator is required to provide a means for receiving after hours odor complaints and must conduct after hours investigations if/when multiple after hours complaints are received on the same day or on multiple consecutive days) to identify whether the source of the odor is on the landfill site. The landfill operator is required to comply with specified BAAQMD Regulations with respect to off-site detection of odors. The Condition authorizes the County to "require additional physical improvements or management practices as necessary to alleviate the problem." Furthermore, it authorizes Contra Costa Environmental Health (CCEH) to require that disposal in a particular area of the landfill be ceased to control odors.

***Basis for Compliance Determination:*** Consistent with the intent of Condition 11.11, DCD's determination about Keller Canyon Landfill"s compliance with odor control requirements is primarily based upon information from the two agencies with primary jurisdiction over solid waste facility odors, which is CCEH as the Local Enforcement Agency and the BAAQMD.

***Staff Response:*** In the October 25, 2017 staff report, odor complaints were covered extensively. Since that meeting, approximately 15 odor complaints have been received by the County through the online complaint form. County staff does not take any complaint lightly. The primary factors suspected of contributing to the increased frequency of odor complaints are: 1) current active cell, 3B1 is in close proximity to the Jacqueline Drive neighborhood, (2) the time of year with weather patterns, and (3) community social media awareness (e.g. NextDoor).

B. Condition 20.5 & 20.9 – Dust Control

***Issue/Concern Raised:*** Dust is another important topic that local residents expressed concerns about at third annual permit review hearing. Dust issues were also raised during the permitting of the landfill in the early 1990s.

***Applicable Requirement****:* Condition 20.5 requires the landfill operator to "apply water or proven environmentally safe dust suppressants at least twice daily to working faces of the landfill, unpaved access roads, storage pile disturbances and construction areas as determined to be necessary by [CCEH]". The condition authorizes CCEH to "require sprinklering more frequently for control of particulates."

Condition 20.9 requires that the operator revegetate areas that will not be used for fill or construction for 90 days or longer to control dust and erosion and for aesthetic purposes.

***Basis for Compliance Determination**:* The permit issued by the BAAQMD mandates more frequent application of water/dust suppressants than the County's LUP requires. The visible areas that have not been revegetated is the side slope of the canyon which is the current active soil borrow area. Perceived increases in dust at off-site locations has no bearing on compliance with the LUP dust control requirements.

***Staff Response**:* Dust control measures are used for landfill operations as well as construction activity at the landfill, including the preparation and building new refuse disposal cells as part of phased construction. Operation of the landfill can generate dust; however, landfill activity is not the sole source of dust in the neighborhood(s) adjacent to the landfill. The close proximity of Highway 4, a BART station terminus, Bailey Road (a traffic arterial), and residential yard maintenance/landscaping are just a few examples of dust generating sources existing in close proximity to the landfill.

During each DCD staff inspection of the landfill, staff observed the continuous operation of the landfill's water truck(s) performing the required duties of watering the roads and the working face.

C. Conditions 21.2, 21.3 & 21.4 – Noise Control

***Issue/Concern Raised:*** A few residents have contacted CCEH, DCD, and/or the landfill operator with noise complaints since the October 25, 2017 hearing. Use of bird control equipment and vehicular back-up beepers caused the noises detected off-site by local residents.

***Applicable Requirement:*** Although there are other, noise control COAs plus a noise control objective, the most applicable requirements can be found in Condition 21.2. The other two most relevant COAs are conditions 21.3 & 21.4, which solely cross-reference companion conditions in section 22 of the LUP (Toe Berm and Mitigation/Lift Level Berms). Condition 21.2 describes the noise monitoring requirements, including monitoring location details, and authorizes

DCD to designate other monitoring locations. Condition 21.2 authorizes the County to institute additional noise reduction measures to bring noise emanating from the landfill to specified levels (see next section).

***Basis for Compliance Determination:*** Condition 21.2 specifies the following noise level thresholds "noise levels at the Landfill boundary line or other monitored location exceed 60 dBA during daylight hours, or 50 dBA during the evening or at night". The operator has an approved Noise Monitoring Program, which requires the submittal of quarterly noise monitoring reports.

***Staff Response:*** Prior to this year, there have been very few incidents of local residents complaining about landfill noise since it opened in 1992. DCD staff has confirmed that back-up beepers and bird deterrents could be heard sporadically from certain viewpoint locations in the adjacent neighborhood to the north of the site. The most recent quarterly Noise Monitoring Report on file is for the second quarter of 2017, dated June 13, 2017, a copy of which is attached to this report (Exhibit B).

The noise monitoring reports have shown that the landfill is consistently operating within the specified noise (decibel) levels. Other sources generate noise that are louder than the landfill operations. Even the ambient noise shown in the reports indicate daily traffic patterns exceed the noise limitations established for the landfill, because the exceedances happen outside of landfill operating hours.

Noise readily travels when there is a clear line of sight between a receptor and a noise source. It is because of this direct correlation between noise and visibility that conditions 21.3 and 21.4, labeled Toe Berm and Mitigation Berms respectively, solely refer to corresponding conditions under Visual Quality (COAs 22.3 and 22.4). The berms are required to be used not only to screen visibility but also to shield adjacent neighborhoods from noise. The following section of this report discusses These two berm conditions are discussed in more detail in the next section of this report.

Based on requests the landfill operator received directly from local residents, management agreed to voluntarily cease use of the loudest of the two bird deterrents on a trial basis.

D. Conditions 22.2, 22.3 & 22.4 – Visibility

***Issue/Concern Raised:*** Local residents expressed concerns about landfill activities being visible which had not be true in the past. City of Pittsburg staff expressed concerns about the visibility of the ongoing earth disturbance on the side slopes of the canyon.

***Applicable Requirement:*** Conditions 22.3 and 22.4 prescribe requirements tied to the Toe Berm and Mitigation/Lift Berms. The landfill developer shall install landscaped mitigation berms (lift-level peripheral berms) at the face of each lift in areas visible off the landfill site, before beginning refuse disposal on the lift."

***Basis for Compliance Determination:*** Design and installation of berms occurs as part of the landfill's phased construction process as such involves a fair amount of engineering work.

***Staff Response:*** Condition 22.3 – Toe Berm and condition 22.4 – Mitigation Berms require that berms be designed, installed and maintained as key elements of the landfill's phased development in order to screen landfill traffic and disposal operations. Mitigation berms are necessary to block visibility of the active face and onsite roads from the adjacent neighborhoods.

Like the landfill itself, the Toe Berm is being developed in stages and not all of its stages have been completed. Future stages of the Toe Berm well as new Mitigation/Lift Level Berms need to be engineered in the context of the larger landfill development plan. Berms can be particularly challenging to design and install near areas dominated by steep hilly terrain. Staff has requested that the operator begin working on the engineering analysis required to identify potential options for placement of additional Mitigation/Lift Level Berms. There are approximately four to five months remaining in the rainy season, so construction of earthen berms could not begin until late spring or early summer. The operator's goal is to have internal analysis completed and options identified for facilitate discussion about next steps within three months.

E. Condition 24.4 – Bird Control

***Issue/Concern Raised:*** Complaints about seagulls in the Safeway Shopping Center located on the west side of Bailey Road were voiced at the initial CPC

hearing. It should be noted that the shopping center is not part of the landfill operations nor is it in the County's Jurisdiction.

***Applicable Requirement:*** This condition identifies several potential control measures including monofilament or wire lines suspended above the working face, a reduction in the size of the working face of the landfill, the use of nets over the working face, or the use of a habitat manipulation and modification program. It specifies that if "birds become a problem at the Landfill in the judgement of Contra Costa Environmental Health, the Landfill operator shall institute a contingency bird control program."

***Basis for Compliance Determination:*** Consistent with the condition, DCD defers to the judgement of CCEH as the agency with primary jurisdiction which conducts monthly inspections of active landfill operations.

***Staff Response:*** Monofilament/wire lines are not used to control birds at the landfill for several reasons. Stringing wires over the working face could injure or kill birds. The landfill is located along a known migratory bird path. Taking of migratory birds is against Federal Law (Migratory Bird Treaty Act). Other bird control measures have been implemented instead. Keller's Bird Control Program has instead involved the use of bird whistlers and air canons to discourage birds (mainly seagulls) from actively scouring the landfill. These bird control devices also generate noise that can be heard from the southern end of the Jacqueline Drive neighborhood.

The shopping center is not part of the landfill operations, nor is it in the County's jurisdiction. Seagull activity at the landfill is the landfill operator's responsibility, but the same is not true for seagull activity at other off-site locations.

However, since the initial CPC hearing, a local resident complained directly to the landfill operator about these noise generating bird control devices. The operator has voluntarily ceased using the air cannon, which is louder than the whistler, on a trial basis in response to the resident's request.

F. <u>Conditions 25.2, 25.3, 25.7 & 25.8 – Litter</u>

***Issue/Concern Raised:*** Residents complained of litter from the landfill on and off-site (COA 25.7 & 25.8). City staff also raised the issue of litter originating from transfer vans going to/from the landfill (COA 25.2 & 25.3 – Load covering also

references COA 7.1 & 7.2). A local resident submitted an email to County staff on November 1, 2017, that contained pictures of the potential litter issues (Exhibit E).

***Applicable Requirement**:* Condition 25.7 and 25.8 specify how often the operator must remove litter at designated on-site and off-site locations. Conditions 25.2 and 25.3 focus on load covering requirements and enforcement.

***Basis for Compliance Determination:*** *The operator is not required to remove all litter from on-site fencing prior to leaving the site each operating day to demonstrate compliance, however the operator does need to remove on-site litter in a timely manner.*

***Staff Response:*** Since the second permit review in 2016, staff did not receive any litter complaints, until this issue was brought up at the October 25, 2017 hearing.

The email submitted by the local resident on November 1, included four pictures with descriptions of the onsite, litter cleanup activities of the landfill operator. Although these photos are zoomed in on the hillsides below the active face, these show the litter fences' effectiveness in controlling wind-blown litter to avoid it migrating off-site. There does appear to be any litter escaping the third litter fence, nor any litter off-site.

There is established history of occasional litter blowing onto the golf course that is adjacent to the landfill. However, the landfill operator indicated that they usually receive a call and immediately dispatch a crew to clean up any such litter. This has not happened in several years. Both DCD and CCEH staff visit the surrounding neighborhoods as part of the ongoing inspections and monitoring requirements. Staff has not witnessed litter spilling into these neighborhoods.

The operator conducts daily litter patrols both on-site and off-site which exceeds what is required by the LUP COA.

G. <u>Conditions 35.1, 35.2, & 35.8 – Mitigation Fund/Money</u>

***Issue/Concern Raised:*** An area resident raised the concern of where were the Transpiration System Impact Fee (35.1) and Open Space and Agricultural Preservation Fee (35.2). This resident also requested the details surrounding the

Mitigation Fee (35.8).

***Applicable Requirement:*** Condition 35.1 and 35.2 require payment of $2.00 per ton transportation impact fee and open space preservation fee, respectively. Condition 35.8 established a consolidated mitigation fee to be "used as directed by the Board in its sole discretion: 1) to mitigate general impacts of the Landfill-generated traffic on the County's road system, 2) to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture, or 3) to mitigate any general impa2cts of the Landfill upon the surrounding community."

***Basis for Compliance Determination:*** The mitigation fees collected by the landfill operator are paid to the County as part of the monthly surcharge payments. The manner in which the funding is used does not involve the operator and therefore does not have bearing on the operator's compliance or this permit review.

***Staff Response:*** The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994, which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation, which it does. The $3.00 per ton (for disposal) Mitigation Fee broken down so that $1.75 goes to the County and $1.25 goes to the City of Pittsburg. The County's portion is allocated as Keller Canyon Mitigation Fee funding through an annual public solicitation process and numerous recipients are selected to receive funding each year. The funding allocation process is governed in part by guidelines developed in partnership with the County's Auditor's Office. Details about annual funding allocations for the past three years can be found on the County's website at: http://www.contracosta.ca.gov/4319/Keller-Canyon-Mitigation-Fund. DCD staff does not have any information that shows how the City uses the mitigation fee funding it receives from the County.

H. Condition 11.2 – Local Advisory Committee (LAC)

***Issue/Concern Raised:*** A local community member suggested that the County reinstate the Keller Canyon Landfill Local Advisory Committee and then use mitigation fee funding paid to the County to cover the costs for doing so.

***Applicable Requirement:*** Condition 11.2 calls for the formation of an LAC, consisting of elected representatives of local residents and neighborhood associations to comment and advise on the development of the landfill and its operations. It provides that the Board of Supervisors (Board) may sanction the LAC as an official County committee. Additionally, it specifies that a surcharge on the tipping fee may be used to fund the advisory group's operations (e.g. renting meeting space, publish notices, etc.). The Condition requires that meetings be held at least quarterly for an initial two-year period.

***Basis for Compliance Determination:*** The Board of Supervisors established the LAC in 1992 when the landfill opened. LAC meetings were held every other month, in the evenings. at the Ambrose Park and Recreation building. The Board did not authorize establishment of the LAC for an indefinite period of time and instead formed it for a distinct timeframe based on its intended role and purpose, consistent with the Board's policy for all advisory bodies. The LAC was initially expected to meet for two years; however, the Board extended the LAC's sunset date three times to allow for completion and release of the Keller Canyon Landfill Property Valuation Study, as requested by the LAC. During the latter portion of its existence, it proved increasingly difficult to get a quorum of LAC members to attend scheduled meetings. Most of the later meetings had to be cancelled the night of the meeting solely due to there being no quorum. Although the LAC had expressed strong interest in remaining active until the Property Valuation Study was released, once it was completed the LAC was unable to rally a quorum of members to attend for even that final meeting. Following the final (cancelled) meeting, the Board established sunset date passed and the LAC ceased to exist.

***Staff Response:*** Based on established Board policy, the LAC should only be reinstated if and when the Board of Supervisors determines they need an advisory body that is charged with focusing on landfill development and operations. In lieu of reinstating the LAC, it would be more useful to hold less formal and more inclusive community meetings that any and all interested nearby residents could participate in equally. This less formal structure would eliminate the limitations, complications and administrative burden associated with more formal committee meetings which are subject to the Brown Act. The landfill operator has expressed a willingness to host/arrange community meetings in six month intervals, possibly in combination with tours of the landfill site, as a means of keeping lines of communication between the landfill and local neighbors open.

I. Online Complaint forms for Dust, Noise, Birds and Visual Impacts

***Issue/Concern Raised:*** A few residents requested that online complaint forms be made available, similar to the County's online odor complaint form, for dust, noise, birds, and other potential landfill impacts.

***Staff Response:*** There is not a practical device on the market to detect odors better than the human nose. Odor impacts are real and having an accessible way for residents or agencies to inform staff and the landfill operator of potential odors that may be emanating from the landfill. The online odor complaint form was established as an aide to staff and for the community.

It would not be appropriate or helpful to provide online complaint form(s) for complaints about litter, noise, dust, visibility or seagulls for a number of reasons. It would be unproductive and potentially misleading to provide on-line complaint forms for anything other than odor since complaints with personal observations by local residents can't be used to make determinations or prove potential non-compliance with respect to the LUP COA for these specified issues of concern.

A number of things that residents may observe can't be definitively tied to the landfill and may be associated with other land uses/activities that have nothing to do with the landfill. For example, the landfill is not the only source of dust in the area. Highway 4, public transportation, and local yard maintenance also generate dust. In other cases, the County has no jurisdiction to address, such as complaints about seagulls at the Safeway shopping center on Bailey Road in the City of Pittsburg.

## IV. ADDING OR MODIFYING CONDITIONS OF THE LAND USE PERMIT

The KCL LUP entitles the property owner to operate a Landfill in accordance with the conditions of approval, as modified, until such time as the total allowable waste volume has been disposed of in the designated 244 acre disposal area. This LUP is an entitlement granted by the County for the life of the landfill operation (until permitted capacity is reached). At the current daily tonnage limit, there is an estimated remaining disposal capacity to last for at least 49 more years.

Modifications to the conditions of the permit must be made consistent with applicable legal requirements and in accordance with condition of approval, 11.1 and the Board

approved Permit Review Criteria. Part II of the Permit Review Criteria specifies the circumstances that would allow the County (Board of Supervisors) to impose new or modified conditions. Those circumstances are as follows: 1) changes required by new regulations, 2) changes required by court decisions, 3) correction of demonstrated significant health impacts, 4) correction of demonstrated significant safety impacts or 5) correction of demonstrated significant welfare impacts.

The permit review condition 11.1 was included to address the County's anticipated need for future flexibility to improve upon the conditions in KCL's LUP. As it was expected when the permit was initially approved, the knowledge gained from actual experience working with and regulating an operating landfill has proven to be quite valuable when taking a critical look at the LUP to identify modifications needed to improve public health, safety and welfare. Such changes were approved in the initial permit review, but no such changes are recommended as part of the third annual permit review.

If the CPC is interested in recommending the Board modify any condition or implement new conditions, staff suggests several actions be taken before proceeding. Staff would need time to review any proposed language in order to recommend the appropriate land use permit findings can be made. New or modified conditions should not be recommended to the Board without ensuring the necessary findings are identified. Staff is mindful of the operators vested rights, and therefore strongly suggest legal counsel as well as the landfill owner/operator be consulted prior to considering approval of any new or modified conditions.

## V. ADDITIONAL SUBMITTALS TO COUNTY PLANNING COMMISSION

*Exhibits C and D:* A letter from a resident was submitted to the CPC the day before the hearing) and another packet from the City of Pittsburg was submitted on the day of the public hearing. The letter actually shared some positive impacts from the implementation of the Direct Haul conditions that took effect in March 2017. This resident noticed fewer birds and odors from landfill activity. However, another concern the letter raised was about where the materials went that were no longer direct hauled to the landfill. DCD staff reviewed reporting data submitted by each of the transfer stations and landfills in Contra Costa County and confirmed that local transfer stations/waste processing facilities increased the amount of tons accepted once KCL was no longer accepting direct hauled construction & demolition waste. Compared to the amount of tons accepted in the first quarter (January 1 – March 31),

each local transfer station accepted between 7 – 9.9% more tons in the second quarter of 2017 (April 1 – June 30). There is not a commensurate decrease in direct haul tons accepted at the landfill because of the increase in tons of non-construction waste that was accepted at the landfill (consistent with the volatility of special waste volumes).

The primary concern of the packet submitted direct to the CPC was visual impacts of the landfill, when observed from the third story of the City of Pittsburg's Civic Building. The photos submitted with the excerpts from the 1989 Draft Environmental Impact Report (EIR), appear to be zoomed and do not reflect the same view from the same location when seen with the naked eye. During the late winter and early spring, when the hills become green

*Exhibit E:* A local resident that describes litter concerns and subsequent visual impacts submitted this email and attached photographs to the County on November 1, 2017. The attached photos show the landfill hillsides below the active face and two of the litter fences. This email was discussed in the Litter section above.

*Exhibit F:* The City of Pittsburg submitted a detailed letter, dated November 21, 2017, that discusses each of the issues raised by the residents at the October 25, CPC hearing; visual impacts, odor, litter, seagulls, dust, and noise. Attached to the letter are the same zoomed-in photos attached to the packet the City distributed to the CPC on October 25 (Exhibit D). An article on the California Gull diet was also attached to this letter. The City's letter breaks down each of these issues citing a regulatory obligation (according the LUP), describes an "actual condition" of each issue, and then provides an assessment. Each assessment states that the operator is in violation of the condition or conditions of the LUP. In some cases, the assessment also states the landfill operator has failed to comply with EIR and CEQA.

This staff report has reviewed and discussed each of the primary issues raised by City. Staff provided a detailed response for each condition that the City claims the landfill and its operator have violated. Some of the issues could use some corrective actions (e.g. Mitigation Berms), however, this does not mean the landfill operator violated the conditions of approval.

These permit reviews are exempt from CEQA, as stated in this staff report as well as the two previous permit reviews. The landfill operator is also not proposing to amend the existing LUP as part of the permit review. Therefore, the landfill and its operator have NOT failed to comply with CEQA. The EIR prepared for the landfill was certified with the approval of the LUP back in 1990. Any mitigation measures established in

the EIR, become conditions of approval in the LUP. Since the LUP was approved in 1990, the landfill and its operator have NOT failed to comply with the EIR.

*Exhibit G:* The County received another letter from longtime residents of the adjacent neighborhood, who moved into their home in 1985, before the landfill. This letter also raises the same concerns about noise, dust, odor, more frequent permit reviews, and seeing the trucks come and go. Staff has a few corrections to statements made in the letter. Under the approved LUP, future permit reviews would happen every three years, the residents state every five years. The residents also express concern with agencies handling landfill complaints and how those complaints are verified, which they also state are attached to this letter. No notes were attached to the letter the County received on November 22, 2017.

## VI. CONCLUSION

Staff recommends that the CPC accept the original staff report from October 25, 2017, including its Exhibit D, as well as this supplemental staff report as adequate to satisfy Parts I and II of the Board approved 1995 Permit Review Criteria.

## LIST OF EXHIBITS

Exhibit A: Existing LUP conditions of approval – September 2015
Exhibit B: Second Quarter 2017 Noise Monitoring Results, KCL, dated June 13, 2017
Exhibit C: Letter received from Lisa Della Rocca, dated October 25, 2017
Exhibit D: Excerpts from KCL Draft EIR, October 1989 and photographs received from City of Pittsburg on October 25, 2017
Exhibit E: Email and photographs received from Jennette Borcic, dated November 1, 2017
Exhibit F: Letter received from the City of Pittsburg, dated November 21, 2017
Exhibit G: Letter received from Robert and Rita Hinde, dated November 12, 2017

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**LAND USE PERMIT 2020-89**

**CONDITIONS OF APPROVAL**

**KELLER CANYON LANDFILL**

Approved by the:
*CONTRA COSTA COUNTY BOARD OF SUPERVISORS*
JULY 24, 1990

As Amended or Modified by the:
*CONTRA COSTA COUNTY BOARD OF SUPERVISORS*
November 1, 1994 (Amendment 1)
June 25, 2002 (Amendment 2)
December 16, 2014 (Permit Review Modification)
September 22, 2015 (Permit Review Modification)

## TABLE OF CONTENTS


**1. SHORT TITLE ..... 1**
1.1 Short Title ..... 1

**2. RESPONSIBILITY ..... 1**
2.1 Ultimate Responsibility ..... 1
2.2 Transfer of Ownership ..... 1
2.3 Assignment of Responsibility ..... 1

**3. COMPLIANCE ..... 2**
3.1 Compliance Objective ..... 2
3.2 Design Standard ..... 2
3.3 State Minimum Standards ..... 2
3.4 Land Use Permits ..... 2
3.5 Solid Waste Facilities Permit ..... 2
3.6 Class II Landfill Requirements ..... 2
3.7 Other Regulatory Agencies' Requirements ..... 2
3.8 Utilities, Service Districts, and Government Agencies' Requirements ..... 2
3.9 Notice Coordination ..... 3
3.10 Monitoring and Inspection ..... 3
3.11 Master Chart ..... 3

**4. VALIDITY PERIOD ..... 3**
4.1 Validity Period ..... 3
4.2 Operative Date ..... 3

**5. SERVICE AREA ..... 3**
5.1 Area of Origin ..... 3
5.2 Out-of-County Wastes ..... 4
5.3 Sub-County Service Area ..... 4
5.4 Reciprocal Capacity Agreement ..... 4
5.5 Pre-Requisite Curbside Recycling Program ..... 4

**6. ELIGIBLE AND INELIGIBLE WASTES ..... 4**
6.1 Eligible Wastes ..... 4
6.2 Designated Wastes ..... 5
6.3 Infectious Wastes ..... 5
6.4 Ineligible Wastes ..... 5
6.5 Emergency Use ..... 5
6.6 Hazardous Waste Screening and Management ..... 5
6.7 Area of Origin Restrictions ..... 5

**7. LOAD INSPECTION ..... 5**
7.1 Eligible Vehicles and Loads ..... 5
7.2 Load Covering ..... 6

**8. ELIGIBLE REFUSE TRANSPORT VEHICLES ..... 6**
8.1 Eligible Vehicles ..... 6

8.2 Service Area Restriction ..... 7
8.3 Emergency Exemption ..... 7
8.4 Reciprocal Use Exemption ..... 7
8.5 Direct Haul ..... 7
8.6 Direct Haul Procedures ..... 7
8.7 Direct Haul Reports ..... 8
8.8 Emergency Direct Haul ..... 9

**9. OPERATING PARAMETERS ..... 9**
9.1 Hours of Operation ..... 9
9.2 Operating Days ..... 9
9.3 Maximum Daily Tonnage ..... 10
9.4 Minimum Buffer Zone ..... 10
9.5 Special Buffer Area ..... 10
9.6 Dedication of Special Buffer Area ..... 10

**10. WASTE MEASUREMENT AND CHARACTERIZATION ..... 11**
10.1 Volume Estimation ..... 11
10.2 Scales ..... 11
10.3 Waste Characterization ..... 11

**11. ADMINISTRATION ..... 11**
11.1 Permit Review ..... 11
11.2 Local Advisory Com ..... 11
11.3 Insurance and/or Bonding ..... 12
11.4 Notification Program ..... 12
11.5 Development Coordinator ..... 12
11.6 Compliance and Mitigation Monitoring Program ..... 13
11.7 Pre-Annexation Notification ..... 13
11.8 Fee and Surcharge Identification ..... 13
11.9 Interpretation of Conditions ..... 13
11.10 Conditions Requiring Franchise ..... 13
11.11 Regulations Enforced by Other Agencies ..... 13
11.12 Required Expenditures ..... 14
11.13 Designation of Authority ..... 14

**12. RATE REVIEW ..... 14**
12.1 Rate Approval ..... 14
12.2 Rate Review ..... 15
12.3 Form and Content of Rate Review Application ..... 15
12.4 Rate Application Guidelines ..... 15
12.5 Financial Statement ..... 15
12.6 Scope of Rates ..... 16

**13. FRANCHISE AGREEMENT ..... 16**
13.1 Franchise Compliance and Agreement ..... 16
13.2 Assignment ..... 16
13.3 Contents ..... 16
13.4 Requirement ..... 16
13.5 County Discretion ..... 16

**14. LAND USE PERMIT PLAN CONSTITUENTS ..... 17**
14.1 Initial Development and Improvements Plan ..... 17
14.2 Regulatory Agency Approvals ..... 17
14.3 Improvements Requirements ..... 18

**15. DEVELOPMENT AND IMPROVEMENTS PLAN ..... 18**
15.1 Final Development and Improvements Plan ..... 18
15.2 In approving the Development and Improvements Plan ..... 19

**16. SLOPE AND SEISMIC STABILITY ..... 19**
16.1 Landfill Slopes Objective ..... 19
16.2 Seismic Design ..... 19
16.3 Landslide Study ..... 19
16.4 Geotechnical Inspector ..... 19
16.5 Landfill Design Stability ..... 20
16.6 Slope Monitoring ..... 20
16.7 Settlement Program ..... 20
16.8 Emergency Landslide and Earthquake Program ..... 20
16.9 Settlement Pond Embankment Design ..... 20
16.10 Settlement Pond(s) Monitoring Program ..... 20
16.11 Stockpile Stability ..... 20
16.12 Unstable Areas ..... 21

**17. GROUNDWATER PROTECTION ..... 21**
17.1 Groundwater Protection Objective ..... 21
17.2 Landfill Liner ..... 21
17.3 Leachate Collection System ..... 21
17.4 Surface Drainage System ..... 21
17.5 Groundwater Monitoring ..... 22
17.6 Downstream Well Monitoring ..... 22
17.7 Baseline Water Characterization ..... 22
17.8 Liquid Waste Disposal ..... 22
17.9 Drainage Grading ..... 22
17.10 Leachate Management ..... 22
17.11 Water Balance Calculations ..... 23
17.12 Leachate Holding Tanks ..... 23
17.13 On-Site Water Supply Wells ..... 23
17.14 Off-Site Water Well Contamination ..... 23
17.15 Liner Installation Inspection ..... 23
17.16 Secondary Containment ..... 23
17.17 Working Face ..... 23

**18. SURFACE WATER PROTECTION ..... 24**
18.1 Surface Water Protection Objective ..... 24
18.2 Surface Drainage System ..... 24
18.3 Creek Protection ..... 24
18.4 Surface Water Management and Sediment Control Plan ..... 24
18.5 Monitoring ..... 25

**19. HAZARDOUS WASTE ..... 26**
19.1 Hazardous Waste Ineligible ..... 26
19.2 Load Inspection ..... 26
19.3 Household Hazardous Waste Program ..... 26
19.4 Hazardous Waste Pre-screening ..... 26
19.5 Regulatory Agency Approvals ..... 26

**20. AIR QUALITY PROTECTION ..... 27**
20.1 Prevention of Air Quality Deterioration ..... 27
20.3 Cover Frequency. ..... 28
20.4 Odoriferous Loads ..... 28
20.5 Dust Suppressants ..... 28
20.6 Area of Operations ..... 28
20.7 Air Flow Monitoring ..... 28
20.8 Contingency Program ..... 28
20.9 Revegetation ..... 29
20.10 Tree and Shrub Planting ..... 29
20.11 Gas Control and Collection ..... 29
20.12 Landfill Gas Processing ..... 29
20.13 Methane Recovery ..... 30
20.14 Gas Monitoring ..... 30
20.15 Lateral Gas Barriers ..... 30
20.16 Settlement Protection ..... 30
20.17 Landfill Gas Testing ..... 30
20.18 Leachate Disposal ..... 30
20.19 Cell Re-Opening ..... 30
20.20 Fissure Repair ..... 31
20.21 Permanent Road Paving ..... 31
20.22 Temporary Road Paving ..... 31
20.23 Speed Limits ..... 31
20.24 Equipment Maintenance ..... 31

**21. NOISE CONTROL ..... 31**
21.1 Noise Control Objective ..... 31
21.2 Noise Monitoring Program ..... 31
21.3 Toe Berm ..... 32
21.4 Mitigation/Lift-Level Berms ..... 32
21.5 Construction Hours ..... 32
21.6 Truck Noise Suppression ..... 32
21.7 Landfill Vehicles ..... 32
21.8 Gas Flare Muffling ..... 32

**22. VISUAL QUALITY ..... 32**
22.1 Visual Quality Objective ..... 32
22.2 Landscape Plan ..... 33
22.3 Toe Berm ..... 33
22.4 Mitigation Berms ..... 33
22.5 Lawlor Creek Corridor Plan ..... 33
22.6 Entrance Screening ..... 33
22.7 Jacqueline Drive Terminus ..... 33
22.8 Auxiliary Facilities Screening ..... 33

22.9 Architectural Treatment....34
22.10 Area of Operations....34
22.11 Interim Revegetation....34
22.12 Water Tank Screening....34
22.13 Final Cover....34
22.14 Lighting....34

**23. AGRICULTURAL AND BIOTIC RESOURCES....34**
23.1 Biotics Protection Objectives....34
23.2 Range Management Plan....35
23.3 Lawlor Creek Corridor Restoration Plan....35
23.4 Sandstone Outcrop Area....36
23.5 Weed Control Program....36
23.6 Phased Construction....36
23.7 Vegetation Protection....36
23.8 Wildlife Exclusion and Vector Control....36
23.9 Supplemental Wildlife Surveys....36

**24. BIRD AND VECTOR CONTROL....37**
24.1 Bird and Vector Control Objective....37
24.2 Soil Cover Frequency....37
24.3 Working Face....37
24.4 Bird Control....37
24.5 Rodent Control....37
24.6 Mosquito Control....38
24.7 Fly Control....38

**25. LITTER CONTROL....38**
25.1 Litter Control Objective....38
25.2 Load Covering....38
25.3 Load Cover Enforcement....38
25.4 Contingency Litter Control....38
25.5 Portable Litter Fences....39
25.6 Permanent Litter Fence....39
25.7 On-Site Liter Policing....39
25.8 Off-Site Litter Policing....39
25.9 Littering Signs....39
25.10 Clean-Up Bond....39
25.11 Public access....39

**26. PUBLIC HEALTH AND SAFETY....40**
26.1 Safety Objective....40
26.2 Emergency Plan....40
26.3 Employee Safety Equipment....40
26.4 Employee Training....40
26.5 First Aid Equipment....40
26.6 Emergency Communications....40
26.7 Emergency Eye Baths and Showers....40
26.8 Equipment Maintenance....41
26.9 Gas Migration Monitoring....41
26.10 Refuse Cover....41

26.11 Load Inspection ....41

**27. SITE SECURITY ....41**
27.1 Security Objective ....41
27.2 Security Fencing ....41
27.3 Security Staffing ....41
27.4 Security Lighting ....41

**28. CULTURAL RESOURCES ....41**
28.1 Cultural Resource Preservation Objective ....42
28.2 Employee Access ....42
28.3 Archaeology ....42

**29. TRANSPORTATION AND CIRCULATION ....42**
29.1 Traffic Objective ....42
29.2 Access Route ....42
29.3 Landfill Access Road ....42
29.4 Landfill Entrance ....43
29.5 Bailey Road, Pittsburg city limits to the Landfill Entrance ....43
29.6 Bailey Road Pavement Study ....43
29.7 Road Maintenance ....44
29.8 Highway 4/Bailey Road Interchange ....44
29.9 Peak Period Traffic Management ....44
29.10 Bicycle and Pedestrian Improvements ....45

**30. SITE SERVICES AND UTILITIES PLAN ....45**
30.1 Final Site Services and Utilities Plan ....45
30.2 Water Service Component ....45
30.3 On-site Water Wells ....45
30.4 Public Water Supply Option ....45
30.5 Fire Protection Component ....46
30.6 Fire District Programs ....46
30.7 Construction Timing ....46
30.8 On-Site Water Storage ....46
30.9 Fire Fighting Water Main ....46
30.10 Fire Cover ....46
30.11 Fire Fighting Appliance ....47
30.12 Fire Breaks ....47
30.13 Fire Extinguishers ....47
30.14 Use of Reclaimed Water for Landscaping ....47
30.15 Equipment and Cleaning ....47
30.16 Smoldering Loads ....47
30.17 Emergency Equipment Access ....47
30.18 Smoking Prohibitions ....47
30.19 Toilets ....47
30.20 On-site Septic System ....48
30.21 Sewer Line ....48

**31. WASTE REDUCTION AND RESOURCE RECOVERY ....48**
31.1 Waste Reduction and Resource Recovery Objective ....48
31.2 1990-1995 Resource Recovery Program ....48

31.3 1996-2000 Resource Recovery Program ....48
31.4 Materials Recovery ....48
31.5 Composting Project ....49
31.6 Wood Chipping ....49
31.7 Methane Recovery ....50
31.8 Equipment Maintenance ....50
31.9 County Resource Recovery Management Program ....50
31.10 Fund Recovery ....50

**32. CONSTRUCTION ACTIVITIES AND CONDITIONS ....50**
32.1 Hours of Construction ....50
32.2 Exemption ....50
32.3 Access Roads ....51
32.4 Phasing Plan ....51
32.5 Unstable areas ....51
32.6 Dust Suppression ....51

**33. CLOSURE AND POSTCLOSURE MAINTENANCE ....51**
33.1 Submittal of Plan ....51
33.2 Funding of Closure and Postclosure Maintenance Plan ....51
33.3 Revision to Plan and Cost Estimates ....52
33.4 Staged Closure of the Landfill ....52
33.5 Use of Landfill Following Closure ....52
33.6 Postclosure Maintenance ....52

**34. ABANDONED VEHICLE STORAGE ....52**
34.1 Storage Requirement ....52
34.2 Off-site Storage Option ....53

**35. SPECIAL CONDITIONS OF APPROVAL ....53**
35.1 Transportation System Impact Fee ....53
35.2 Open Space and Agricultural Preservation Fee ....53
35.3 Property Value Compensation Program ....53
35.4 Resource Recovery Program Fee ....54
35.5 Violation of Prescribed Haul Route ....54
35.6 Direct Property Acquisition Study ....54
35.7 Adjoining Sites ....55
35.8 Mitigation Fee ....55

**36. LANDFILL GAS POWER PLANT ....55**
36.1 Power Plant Design ....55
36.2 Ultimate Responsibility ....55
36.3 Keller Canyon Landfill Land Use Permit ....55
36.4 Violation/Revocation ....56
36.5 System Safety ....56
36.6 Equipment and System Monitoring ....56
36.7 Engines ....56
36.8 Hazardous Materials ....56
36.9 Emergency Response ....56
36.10 Notification of Plant Upset or Accidental Release ....56
36.11 Stormwater Pollution Prevention Plan (SWPPP). ....56

36.12 Facility Design .....57
36.13 Power Plant Landscape Plan.....57
36.14 Construction.....57
36.15 Material Recycling. .....57
36.16 Implementation & Compliance Monitoring. .....57
36.17 Surcharge. .....57

**History of Revisions ..... 57**

## 1. SHORT TITLE

1.1 Short Title. The Keller Canyon Landfill project is henceforth referred to in this document as the Landfill.

## 2. RESPONSIBILITY

2.1 Ultimate Responsibility. The conditions of approval identify the Landfill developer as the party responsible for implementing conditions involving construction and improvements, and the Landfill operator for implementing conditions involving maintenance and management. Regardless of these identifications, the Landfill owner shall be responsible for complying with all conditions.

2.2 Transfer of Ownership. The Land Use Permit for the Landfill shall run with the land; however, a new owner shall be responsible for notifying the County Conservation and Development Department of any change in ownership. A change in ownership shall be interpreted to mean the acquisition of 5 percent or more of the value of the Landfill site covered by this Land Use Permit. (It is noted that other permits may not necessarily run with the land.)

2.3 Assignment of Responsibility.

a) The Board may assign the responsibility of administering specific Conditions of Approval or provisions of this LUP, such as State Minimum Standards, to County Departments or other units of government.

b) The Board may suspend the implementation of conditions or provisions of this LUP where such conditions or provisions are inconsistent with the terms of a contract or agreement entered into between the Board and the operator or other units of government, or by the terms of a joint powers agreement where the County is a member of the joint powers agency. This would not alleviate the need to comply with the public approval process required when amending this LUP. Any Board approved suspension would automatically be nullified at such time as the contract or agreement no longer includes terms inconsistent with the specified condition.

c) For the purposes of Condition 2.3(b), the Franchise Agreement between the County and the Landfill Owner as amended in November 1994, is an eligible contract.

d) If no contract or agreement is in force, as referred to in Condition 2.3(b), the County retains authority to implement this LUP and all of its Conditions.

## 3. COMPLIANCE

3.1 Compliance Objective. The Landfill developer and operator shall at all times comply with the requirements of laws and permits applicable to the facility. This condition is not intended to grant authority or assign responsibility to the County for the independent enforcement of regulatory and permitting requirements that fall within the primary jurisdiction of other agencies (see Condition 11.11).

3.2 Design Standard. The Landfill developer shall design the Landfill facility to meet the requirements of the San Francisco Regional Water Quality Control Board for a Class II waste disposal facility.

3.3 State Minimum Standards. The operation and maintenance of this facility shall at all times comply with Minimum Standards for Solid Waste Handling and Disposal (California Code of Regulations, Title 14 and Title 27).

3.4 Land Use Permits. The Landfill developer and operator shall at all times comply with the provisions and requirements of this Land Use Permit. A violation of any of these conditions may be cause for revocation of the Land Use Permit pursuant to County Code Section 418-4.020 following reasonable written notice. Alternatively, the County has the option of issuing formal notices and assessing penalties pursuant to Section 4.19 of the Landfill Franchise Agreement or County Code Chapter 14-6, Civil Enforcement.

3.5 Solid Waste Facilities Permit. The Landfill operator shall conform with all provisions and requirements of the Landfill's Solid Waste Facilities Permit, and any related directives of the California Department of Resources Recycling and Recovery (CalRecycle) or Contra Costa Environmental Health, as the Local Enforcement Agency for CalRecycle.

3.6 Class II Landfill Requirements. The Landfill operator shall at all times comply with the Class II waste disposal facility provisions and requirements of Article 3, Chapter 15 of Title 23 and Title 27 of the California Code of Regulations.

3.7 Other Regulatory Agencies' Requirements. The Landfill operator shall at all times comply with the provisions and requirements of other regulatory agencies having jurisdiction over the facility.

3.8 Utilities, Service Districts, and Government Agencies' Requirements. The Landfill developer or operator shall at all times comply with the regulations and requirements of utilities, districts, or agencies which have jurisdiction over the installation of improvements or provide services to the landfill.

3.9 Notice Coordination. The Landfill operator shall notify the Department of Conservation and Development (DCD) in writing at the time any report is submitted to other agencies concerning the design, operation, and maintenance of the Landfill. Copies shall be made available or mailed to DCD offices at 30 Muir Road in Martinez upon request.

3.10 Monitoring and Inspection. All monitoring reports and results of inspection or analysis shall be made available to the Contra Costa Environmental Health and Conservation and Development Departments. Any indication of an emergency or other serious problem relating to public health and safety shall be reported at once.

3.11 Master Chart. The Landfill operator will maintain for reference a master chart showing schedules and results of preparation, operation, monitoring and reporting in all major phases of the facility.

## 4. VALIDITY PERIOD

4.1 Validity Period. The Landfill developer shall install pre-requisite improvements and open the Landfill for receiving refuse within three years of the final approval of the project's Solid Waste Facilities Permit. This validity period shall be tolled while any appeal filed by parties other than the Landfill developer is pending. The Landfill developer may request from the Director of Community Development one or more one-year extensions of the Land Use Permit. If the Land Use Permit is not implemented within the specified time, it shall become null and void. The Director of Community Development may allow each one-year extension if the Director finds that there are changed circumstances which warrant the consideration of changes to the Conditions of Approval.

4.2 Operative Date. This Land Use Permit is valid upon approval by the Board of Supervisors. However, it shall not become operative until and unless the permittee (landfill owner, etc.) first obtains and the Board of Supervisors grants a franchise to or approves an agreement with permittee (see Section 13, Franchise Agreements).

## 5. SERVICE AREA

5.1 Area of Origin. The Landfill operator shall not refuse to receive eligible wastes or cover materials which originate in Contra Costa County provided such wastes or materials are delivered to the facility in accordance with these Conditions of Approval and the landfill's Solid Waste Facilities Permit, and provided that the required governmental fees are paid. Rate setting

requirements are specified in the Landfill Franchise Agreement and Section 12 of this Land Use Permit.

5.2 Out-of-County Wastes. *INVALIDATED BY LEGISLATURE*

5.3 Sub-County Service Area. If there is more than one Class II or Class III landfills operating in Contra Costa County, the Board of Supervisors may establish sub-County service areas for each on a temporary or long-term basis. If the Board has established a sub-County service area for the Landfill, the operator shall not accept waste for disposal from outside such area.

5.4 Reciprocal Capacity Agreement. The Landfill operator shall receive waste from outside Contra Costa County if in accordance with the terms and conditions of a Reciprocal Capacity Agreement entered into by Contra Costa County with another county. Waste shall be received upon reasonable notice to the Landfill operator and the Board of Supervisors and direction by the Board to the Landfill operator as to the terms and conditions under which the waste will be received. The Board may specify disposal charges which are applicable only to the waste received under the Reciprocal Capacity Agreement.

5.5 Pre-Requisite Curbside Recycling Program. The Landfill shall not admit for disposal waste loads from communities which do not have an eligible curbside recycling or equivalent program as determined by the Department of Conservation and Development. An eligible program shall recover a range of recyclable materials consistent with a curbside recycling program operating pursuant to a Board of Supervisors approved franchise agreement. The Board of Supervisors has the discretion to identify additional factors to be considered when determining eligibility. The Board retains the authority to approve community programs previously deemed to be ineligible by the Department of Conservation and Development.

## 6. ELIGIBLE AND INELIGIBLE WASTES

6.1 Eligible Wastes. The Landfill operator shall allow only wastes eligible for disposal in a Class II facility, as defined by the Regional Water Quality Control Board to be admitted to the landfill. The wastes admitted to the landfill shall also be consistent with the Solid Waste Facilities Permit (07-AA-0032), administered by Contra Costa Environmental Health, and consistent with the 1990 Environmental Impact Report and Board of Supervisors' policies and approvals (including the Board of Supervisors conditional authorization in 1992-93 to accept special wastes and limited direct haul – see Conditions 8.5 through 8.7) and these conditions of approval. To the extent allowed by law, the Board of Supervisors may direct the Landfill operator not to accept wastes

that do not meet State and County policies and regulations.

6.2 Designated Wastes. The Landfill operator shall allow only those designated wastes (as defined in Section 20210 of Title 27, of the California Code of Regulations and Section 13173 of the California Water Code) approved for this facility by the San Francisco Regional Water Quality Control Board, and shall be consistent with the waste types allowed for disposal pursuant to Condition 6.1. The Board of Supervisors may designate special rates for this waste to the extent allowed pursuant to the terms of the Landfill Franchise Agreement.

6.3 Infectious Wastes. The Landfill operator shall accept only those infectious wastes identified in, and disposed of in accordance with the Solid Waste Facilities Permit.

6.4 Ineligible Wastes. The Landfill operator shall not allow the following wastes to be disposed at the landfill:

a) Hazardous or toxic wastes.

b) Radioactive wastes.

c) Liquid wastes, other than utility sludges meeting Regional Water Quality Control Board requirements.

d) Other ineligible wastes specified in the Solid Waste Facilities permit administered by the Contra Costa Environmental Health.

6.5 Emergency Use. If the service area of the Landfill is determined to be a sub-area of the County, the County Department of Conservation and Development or Contra Costa Environmental Health may allow legal waste originating in areas of Contra Costa County, other than those stipulated in Section 5, to have access to the landfill for periods up to 180 days on an emergency basis. The department(s) may grant one extension for no longer than 180 days. The Board of Supervisors may allow the emergency use of the landfill to continue for any time period deemed necessary.

6.6 Hazardous Waste Screening and Management. See Condition 19.

6.7 Area of Origin Restrictions. See Condition 5.

## 7. LOAD INSPECTION

7.1 Eligible Vehicles and Loads. The Landfill operator shall screen loads to limit to the extent practicable the intake of ineligible waste. Prior to receiving waste,

the Landfill operator shall prepare in writing a program for identifying eligible vehicles and screening loads at the Landfill entrance, random sampling and inspection for ineligible wastes, and checking loads at the Landfill disposal area. The Load Inspection program shall include inspection for hazardous wastes and procedures for their handling and off-site disposal consistent with the Contra Costa County Hazardous Waste Management Plan. The program shall be subject to the approval of Contra Costa Environmental Health and the County Conservation and Development Department.

7.2 Load Covering. The Landfill operator shall spot check all incoming waste-hauling vehicles for proper covering or containerization consistent with the requirements of Section 418-2.008(a) of the County Code. The operator shall identify any waste loads which are susceptible to littering or leakage because of the lack of covering, inadequate covering, or disrepair of screens, covers or containers. Customers delivering any such waste loads shall be required to provide evidence that corrective actions have been taken to effectively cover and contain waste loads (e.g. waste adequately secured with covers and containers in good repair) in order to be eligible to deliver waste loads in the future. Landfill operator shall track and report applicable details about the occurrences and corrective actions taken to the County Department of Conservation and Development annually.

## 8. ELIGIBLE REFUSE TRANSPORT VEHICLES

8.1 Eligible Vehicles. The Landfill operator shall admit only the following refuse transport vehicles:

a) Transfer station trucks (vans). Transfer stations shall have a Waste Management Program, which includes hazardous waste screening and resource recovery operations. Program may be subject to the approval of the Board of Supervisors if deemed necessary for consistency with the Countywide Integrated Waste Management Plan.

b) Demolition and construction material trucks hauling debris that would not be recycled or otherwise diverted from disposal if processed at a local Transfer Station. There are waste reduction requirements that apply to such wastes generated by businesses and industries, therefore the operator shall assist the County to help ensure compliance with such requirements or goals through implementation and compliance with Conditions 8.5 – 8.7.

c) Incinerated sewage sludge-hauling trucks originating at utilities.

d) Sewage and water treatment plant sludge and other byproduct trucks with loads complying with San Francisco Regional Water Quality Control Boards solids-to-liquid requirements.

e) Trucks hauling Designated Wastes approved for this landfill by the Regional Water Quality Control Board.

f) Other specialized waste transport trucks, hauling wastes identified in the Landfill's Solid Waste Facilities Permit which cannot be feasibly processed to increase diversion through a Transfer Station.

8.2 Service Area Restriction. See Section 5.

8.3 Emergency Exemption. See Condition 6.5.

8.4 Reciprocal Use Exemption. See Condition 5.4.

8.5 Direct Haul. Only wastes in the prescribed vehicles which would not be recycled or otherwise diverted from disposal if processed through a local transfer station may be considered for direct haul pursuant to the Procedures specified in Condition 8.6. At least once per year, the Landfill operator shall submit an updated list of waste and material types recovered prior to transfer for disposal at the landfill if contained in loads delivered to any of the local transfer stations open to the public. The annual list shall be subject to the review and approval of the Department of Conservation and Development and is intended to be used when screening direct haul eligibility pursuant to Condition 8.6(g). Loads containing materials that will be used as cover or otherwise beneficially reused on-site and treated as diversion under the Integrated Waste Management Act may be direct hauled without going through a transfer station.

8.6 Direct Haul Procedures. Direct haul process and materials shall be consistent with the Solid Waste Facility Permit (No. 07-AA-0032), this LUP, and applicable policies adopted by the Board of Supervisors including those identified in 8.6(k) below. The operator shall ensure new customers receive information consistent with i) and j) prior to gaining access to the site. The operator shall conduct screening procedures specified in a) through h) prior to allowing customers to direct haul waste/material loads to the landfill. Operator shall provide written confirmation that eligibility has been demonstrated consistent with these procedures prior to loads being accepted for disposal. Operator shall summarize results of direct haul eligibility screening completed each quarter in the direct haul reports required under Condition 8.7.

a) Name of company and physical location at which the waste or material was generated.

b) Complete description of waste including chemical analysis and solids-to-liquid ratio when appropriate.

c) Description of originator’s in-house waste inspection program(s) to

ensure screening for hazardous and/or toxic materials or originator's written confirmation that their practices comply with uniform waste inspection program prepared by the Landfill operator.

d) Description of volume and expected frequency of waste to be hauled and a description of the specialized waste transport vehicle(s) to be utilized.

e) Description of the waste originator's in-house waste reduction and recycling program(s) or originator's written confirmation that their practices comply with a uniform waste reduction and recycling plan to be prepared by Landfill operator and approved by the Department of Conservation and Development.

f) Originator's or transporter's affirmation to adhere to County imposed haul route and peak hour hauling restrictions.

g) Written confirmation by the Landfill operator that the waste or material is not on the approved annual list described in condition 8.5, and

h) Written waste eligibility determination from Keller Canyon Landfill Company based on a) through g) above.

i) Requirements of Keller Canyon Landfill Company describing contract for landfill use, rules and regulations of the landfill (e.g. on-site speed limit), prescribed haul route, load inspection program, driver training program, and any other such information as required.

j) Requirements for proper load covering or containerization and consequences for non-compliance specified in Condition 7.2.

k) Any other information required by the Director of Conservation and Development, or by the actions of the Board on August 11, 1992 October 27, 1992, November 24, 1992, August 17, 1993 and December 14, 1993.

8.7 Direct Haul Reports. The Landfill operator shall submit quarterly direct haul reports to the Department of Conservation and Development. The quarterly reports shall contain details about all direct haul loads, including the date accepted, customer (company) name, waste type, tonnage, location and jurisdiction of waste/material origin (city and county) and end use (disposal, cover or other on-site beneficial reuse). Summarized results of all direct haul eligibility screening conducted during each period shall be submitted in conjunction with the quarterly waste origin reports. The quarterly reports shall also identify the total tonnage of municipal solid waste (Class III waste) received that quarter, total tonnage of Class II wastes received that quarter, and the percentage of total waste received which is characterized as Class II. If determined necessary by DCD, additional reporting information or more frequent reporting may be required in the future.

8.8 Emergency Direct Haul. In the event that a natural disaster or other emergency prevents the timely processing of wastes through a transfer station before disposal at the landfill, such waste or loads may be considered for direct haul. The landfill operator shall submit a written request to the County Department of Conservation and Development when circumstances or conditions warrant, or may warrant, emergency direct haul to the landfill. The landfill operator shall not proceed with emergency direct haul until written approval has been provided by the Director of the Department of Conservation and Development. The landfill operator shall submit an incident report describing the basis for emergency direct haul and the contingency actions taken.

## 9. OPERATING PARAMETERS

9.1 Hours of Operation. The Landfill operator shall not open the landfill to receive waste loads before 7:00 a.m. or after 7:00 p.m. Refuse shall be covered by 7:30 p.m. at which time working lights shall be extinguished. Entry and security lights shall be dimmed at 7:30 p.m. Other hours of operation, within those parameters, may be specified by Contra Costa Environmental Health or in the Landfill's Solid Waste Facilities Permit. Special loads may be received at other times in accordance with procedures established by Contra Costa Environmental Health or the Department of Conservation & Development.

The Director of Conservation and Development may administratively shorten or extend the hours of operations prescribed above after consultation with the Landfill operator, Contra Costa Environmental Health, and the City of Pittsburg, after holding a public hearing to obtain the comments of other interested parties. To shorten the hours of operation, the Director of Conservation and Development shall find that the changes are needed to mitigate substantial noise, traffic, or similar impacts arising from the operation of the Landfill which were not known when this Land Use Permit was adopted. To extend the hours of operation, the Director of Conservation and Development shall find that longer hours will not cause traffic, noise, glare, or similar impacts of Landfill operations to substantially increase in the vicinity of the Landfill. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development if required to address any applicable officially declared disaster.

9.2 Operating Days. The landfill shall remain open for operation six days a week except on Holidays. It shall close on Sundays. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development.

9.3 Maximum Daily Tonnage. The landfill may accept for disposal a maximum of 3,500 tons of refuse per day. The Board of Supervisors shall review and revise, if necessary, the maximum allowable tonnages per day. If the Board establishes sub-County service areas, maximum tonnages for each landfill may be prorated to reflect their service areas. The Board may increase the maximum daily tonnages, if necessary, to reflect Reciprocal Capacity Agreements or emergency measures. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development. The Landfill operator shall submit quarterly reports to the Department of Conservation and Development solely showing daily waste tonnage accepted for disposal.

9.4 Minimum Buffer Zone. The Landfill developer shall reserve a minimum buffer of 2,000 feet from the closest place of permanent waste placement to the closest existing residence on Jacqueline Drive.

9.5 Special Buffer Area. No residential housing shall be permitted at any time in the special buffer area. See Condition 23.2.

9.6 Dedication of Special Buffer Area. At the time of the submission of the landfill's Development and Improvement Plan, pursuant to Government Code Section 7050, the landfill owner shall offer to dedicate the fee title of the land within the Special Buffer Area to the County of Contra Costa for recordation. The County may accept the fee title and complete the dedication subsequent to the opening of the landfill for the disposal of waste. In making the offer of dedication the Landfill owner may reserve the rights to carry out mitigation programs required by these Land Use Permit Conditions of Approval, and as may be further detailed in implementation plans required to be prepared by these Conditions within the Special Buffer Area. The Landfill operator may perform grading and make installations, such as drainage ditches within the Special Buffer Area related to the landfill facility, provided that the grading and installations are consistent with the approved final Development and Improvements Plan and do not impair the capability of the Area to accommodate agricultural grazing and provide habitat mitigation consistent with these Conditions of Approval. Similarly, the Landfill operator shall be allowed to carry out closure and post-closure activities related to the landfill or the Special Buffer Area provided that such activities are consistent with a County-approved closure plan and with the uses of the land allowed by these Conditions of Approval.

The County may require the Landfill operator to maintain the Special Buffer Area, subsequent to dedication, at the operator's expense. Maintenance shall include security, weed control, erosion control and the provision of fire trails.

## 10. WASTE MEASUREMENT AND CHARACTERIZATION

10.1 Volume Estimation. The Landfill operator shall prepare reports annually estimating the remaining landfill site life (years) and capacity (cubic yards and tons). Reports shall be submitted to the Department of Conservation and Development by March 1st of each year. The Landfill operator shall also submit an initial topographic map prior to receiving wastes.

10.2 Scales. The Landfill developer shall install certified scale(s) at the landfill to weigh incoming and outgoing trucks. A weighing program, subject to approval by Contra Costa Environmental Health and Director of Weights and Measures, shall be implemented to monitor incoming wastes.

10.3 Waste Characterization. The Landfill operator shall participate with transfer station operators serving the landfill in a tracking and reporting program to characterize incoming wastes by generator (customer) name, type, amount, and originating community and perform detailed load inspections on vehicles according to a program specified by the Department of Conservation and Development. Reports shall be submitted to the Department of Conservation and Development on a quarterly basis on or before the landfill reporting deadlines specified in the Disposal Reporting regulations (Title 14).

## 11. ADMINISTRATION

11.1 Permit Review. The Landfill operator shall submit reports to the Department of Conservation and Development summarizing the compliance status for these Land Use Permit Conditions of Approval annually unless otherwise specified by the Director of Conservation and Development. The Board of Supervisors will hold annual public hearings to review the Conditions of Approval for this Land Use Permit for three years beginning one year after the commencement of operations of the Landfill. The Board may refer proposed changes to the Land Use Permit to the County Planning Commission for processing. Thereafter, the County Planning Commission shall hold public hearings on the Land Use Permit at three-year intervals. As a result of a review and public hearing, the County Planning Commission may recommend to the Board of Supervisors new or modified conditions to improve the public health, safety, and welfare or in response to court decisions or regulatory changes. Nothing in this condition shall preclude the Landfill owner from applying for amendments to the Land Use Permit at any time or preclude the County from addressing emergency situations or new requirements imposed by State or Federal legislation or the courts.

11.2 Local Advisory Committee. The Department of Conservation and Development shall organize, and the Landfill developer shall participate in a

local advisory committee, consisting of elected representatives of local residents and neighborhood associations, to comment and advise on the development of the landfill and its operations. The Board of Supervisors may sanction the Local Advisory Committee as an official County committee. The committee shall be established as soon as reasonably possible after the Board of Supervisors' approval of this Land Use Permit, if such approval is forthcoming. Meetings shall be initiated following the approval of a Land Use Permit and shall be held at least quarterly through the first two years of landfill operation. Subsequently, meetings may be held annually, but with the provision for meetings on call by the chair or the written request of 3 or more members unless otherwise specified by the County Board of Supervisors. Contra Costa Environmental Health shall be notified at least 10 days in advance of all meetings. Subjects for consideration at meetings will include, but shall not be limited to safety and emergency procedures, landfill fill-related traffic problems, screening of visual impacts and problems of litter, odor, and noise control. Meeting agenda also may include discussion of reports on the landfill construction, operation and maintenance. The Landfill operator shall provide reasonable access to the landfill arranged through the Conservation and Development Department. A surcharge on the tipping fee may be used to fund the advisory group's operations.

11.3 Insurance and/or Bonding. The applicant shall provide the insurance and bonds specified by the units of government having approval authority over the project. The applicant/operator is obligated to comply with additional County specified insurance and bonding requirements pursuant to Article 12 of the First Amended Landfill Franchise Agreement. Subjects may include continuity of landfill operation, non-compliance, emergency measures, construction performance, landscaping and closure.

11.4 Notification Program. The Landfill operator shall prepare and implement a program to notify potential customers and periodically remind existing customers of the landfill's opening and closing times, and the conditions of its use, including waste reduction and recycling requirements, load covering requirements, site access regulations, truck maintenance to conserve fuel and a detailed list of prohibited hazardous wastes and alternative disposal options. Customers shall also be notified and periodically reminded of waste acceptance eligibility criteria so that refuse loads containing materials on the list approved annually pursuant to Condition 8.5 are not being brought directly to the landfill. The program should be prepared in conjunction with the operator(s) of the transfer station(s) serving the landfill consistent with the Board of Supervisors' policies on direct haul (see Conditions 8.5 through 8.7). It shall be approved by the County Department of Conservation and Development.

11.5 Development Coordinator. The Landfill owner shall provide a fund to support

a County Landfill Development Coordinator, if the County establishes the position, through the period of construction and landfill operations. The Coordinator shall be a staff member or a consultant. The owner shall make quarterly advance payments.

The Landfill developer and operator shall provide such information as the Development Coordinator may require to review plans and installations under the purview of the County, except that any requirements for additional studies shall be subject to the approval of the County's Director of Community Development.

11.6 Compliance and Mitigation Monitoring Program. The Landfill operator shall fund the County Department of Conservation and Development's program for monitoring of compliance with these Conditions of Approval and the Environmental Impact Report's mitigation monitoring program.

11.7 Pre-Annexation Notification. If the Landfill owner decides to request annexation of the Landfill to a city, the owner shall notify the Board of Supervisors at least 180 days in advance of filing any application for such annexation. The Board may require the Landfill owner to consult with it or County staff to determine how solid waste management programs specified in these Conditions of Approval would be carried out subsequent to annexation. In no case shall the annexation relieve the Landfill operator of the financial responsibilities, including payment to the County of mitigation fees, specified in these Conditions.

11.8 Fee and Surcharge Identification. The Landfill operator (permittee) shall not identify the costs of public agency (County, etc.) fees, charges, or surcharges on bills and receipts issued to landfill users without first obtaining the specific written approval of the County.

11.9 Interpretation of Conditions. The Conservation and Development Department Director is authorized to interpret these Conditions in the event that any clarification is needed.

11.10 Conditions Requiring Franchise. Conditions of Approval 4.2, Operative Date, and 13.4, Franchise Agreement Requirement, require a franchise or agreement to be established by this County. All of the terms of said franchise or agreement shall be subordinate to these Conditions of Approval, and these Conditions of Approval shall control in the case of any conflict unless otherwise provided for pursuant to Condition 2.3. There shall be no need to amend these Conditions of Approval or the franchise in the event of such a conflict.

11.11 Regulations Enforced by Other Agencies. Several of these Conditions of

Approval relate, paraphrase or summarize laws and regulations which are imposed and enforced by other governmental agencies which have jurisdiction over particular aspects of this project. It is this Board's intent in adopting these Conditions of Approval to provide the applicant and the public with an overview of the scope of regulation applicable to this project and to provide this County with the authority to exercise enforcement power if deemed necessary in response to violations of such laws and regulations enforced by other agencies. Unless specifically stated in the Conditions of Approval, however, it is not this Board's intent to establish rules or regulations which are stricter than the laws or regulations which are applied to this project by the other agencies with jurisdiction over aspects of this project. If another agency primarily responsible for some aspect of this project finds that any action or inaction is in compliance with, or violates, any such law or regulation, that finding shall be conclusive. If these Conditions of Approval require some approval by any other agency and that agency declines to approve or disapprove the subject matter, such approval shall be deemed to have been given for purposes of these Conditions of Approval.

11.12 Required Expenditures. This Board does not intend, by requiring the applicant to fund various measures, to make any decision regarding whether or not, or how, any expenditures incurred may be recovered through the rate structure or otherwise by the applicant. Any such decision by this Board shall be reserved for its consideration in the franchise or agreement. No inference regarding this issue is to be drawn from this Board's use of any particular terminology in these Conditions of Approval.

11.13 Designation of Authority. In any instance where a Condition of Approval provides that this Board will decide or act upon a certain matter, this Board may delegate the initial decision making or action with respect to that matter to the Director of Conservation and Development or such other designee as this Board determines to be appropriate, provided that there shall be a right of appeal to this Board from any decision to the Director of Conservation and Development or other designee.

## 12. RATE REVIEW

12.1 Rate Approval.

a) The Board of Supervisors may at its discretion review and approve all rates charged by the landfill operator at the landfill to the extent allowed by the terms of the applicable Franchise Agreement. The rates established by the Board shall be the maximum rates.

b) The landfill operator shall at all times maintain on file with the County, a current schedule of Base Rates and Gate Rates charged to each

customer as required in Section 6.6 of the Landfill Franchise Agreement.

c) As provided for in Condition 2.3, where there is an inconsistency between the requirement(s) of this or any other rate setting Condition in Section 12 and the terms of the Landfill Franchise Agreement which granted the operator sole discretion over setting the base gate rate charged to customers, the terms of the Landfill Franchise Agreement shall supersede the applicable language in Condition 12.1(a) and 12.2 - 12.6 until such inconsistency no longer exists pursuant to Condition 2.3(d).

12.2 Rate Review. If the Board of Supervisors elects to review and approve rates, it should be done annually in accordance with the rate review procedure established by the County. More frequent review of rates may occur if requested by the landfill operator and if the Board determines that changing circumstances warrant such review. The Board may also review rates more frequently if the Board determines that it is in the public interest to do so pursuant to the terms of the Franchise Agreement for the landfill.

12.3 Form and Content of Rate Review Application. The landfill operator shall submit its rate application in a form and content as specified by the County. The Landfill operator shall provide any relevant rate and cost information requested by the County. Such application may require the landfill operator to submit the application on forms and/or using computer software provided by or specified by the County. The County shall have the right to inspect and audit all records of the landfill operators which support its rate review application.

12.4 Rate Application Guidelines. The rate application shall be designed to ensure reconciliation of rates with audited company financial statements; detailed year-to-year cost comparisons; documented guidelines for allowable expense categories, accounting methodologies, allowable management costs and other cost elements; unit usage and unit cost data on major expense items; calculation and reporting of company productivity statistics by cost category; and full documentation of assumptions and source materials. The rate application process shall also provide for comparative rate surveys with other similar operations.

12.5 Financial Statement. The landfill operator shall maintain full and complete accounting records in conformity with generally accepted accounting principles applied on a consistent basis. A financial statement for the preceding fiscal year, in such form and providing such information as the Board may require, shall be submitted with each rate review application. The financial statement shall be prepared and certified by a Certified Public Accountant currently licensed to practice in the State of California. The

County, through a Certified Public Accountant appointed by the County for that purpose, shall at all reasonable times have the right to inspect and audit the records of the landfill operator that supports the financial statements. The County reserves the right to determine which records are relevant.

12.6 Scope of Rates. The Board of Supervisors may require that the landfill operator include in its rates collection for purposes other than disposal including but not limited to, charges for funding of inspections, charges relating to origin of waste such as out-of-county waste, franchise or agreement fees, closure and postclosure maintenance of other landfills, solid waste management programs such as general litter pick-up, abandoned vehicle removal, solid waste planning, and any other conditions of approval.

## 13. FRANCHISE AGREEMENT

13.1 Franchise Compliance and Agreement. The Landfill operator shall be subject to the terms and conditions of any franchise or agreement established by the Board of Supervisors. A draft franchise or agreement shall be submitted with or before the Final Development and Improvements Plan.

13.2 Assignment. The landfill operator and the landfill owners shall not assign or subcontract the franchise or agreement, any part of the franchise or agreement or any obligation of the franchise or agreement without written prior consent of the Board of Supervisors. Unless otherwise specified in the franchise agreement, the term "assignment" shall include any dissolution, merger, consolidation or reorganization of the landfill's ownership or the sale or other transfer of the controlling percentage of the owner's stock in the landfill or the sale of 51% of the value of the assets of the landfill's owners.

13.3 Contents. The franchise or agreement may contain such provisions as the Board deems necessary, including but not limited to complete indemnification of the County, liability insurance by type and amount, performance bond by type and amount, rights of the County to acquire ownership of the landfill, funding for mitigation and reimbursement of County costs, funding for closure or post-closure costs, franchise or agreement fee fees) rate review and approval procedure and determination of and consequences of breaches of the franchise.

13.4 Requirement. Permitee shall not establish, operate or carry on the business of a solid waste facility pursuant to this permit unless and until it has been first granted a franchise (or entered an agreement with the Board of Supervisors).

13.5 County Discretion. Notwithstanding any other provision of this Permit, Permittee acknowledges that the County's discretion to grant or deny one or

more said exclusive, non-exclusive or otherwise franchises or similar agreements is not limited or abridged in any manner by this Permit; and that this Permit does not require the approval of any such franchise or agreement. County reserves the right as part of the negotiation and entry of any such franchise or agreement to enter a public-private partnership with the Permitee for the project and/or to pursue the rights of the County to acquire ownership of the Landfill.

## 14. LAND USE PERMIT PLAN CONSTITUENTS

14.1 Initial Development and Improvements Plan. The Initial Development and Improvements Plan approved by this Land Use Permit, and modified by these Conditions of Approval, shall consist of the following schematic plans included in the applicant's January 31, 1989 entitlement application, the Keller Canyon Landfill Comprehensive Project Description (February 1989) and addendum (December 1989), and the 3-volume Site Characterization Report (September 1989).

a) Grading/Excavation Plans with fill limits for each phase.
b) Layout for Groundwater Collection System.
c) Liner System Cross-section and Installation Sequence.
d) Leachate Collection System Layout Plan.
e) Gas Collection Layout Plans for each phase.
f) Surface Water Drainage Plan.
g) Facilities Site Plan for Operations and Maintenance.
h) Leachate, Landfill, Gas and Water Storage Facility.
i) Landfill Access Road Plans Profiles, Typical Section.
j) Bailey Road Plan and Typical Section.
k) Landscape Facilities Site Plan for Operations and Maintenance.
l) Landscape Plan for Leachate, Landfill Gas and Water Storage Facilities.
m) Landscape Plan.

14.2 Regulatory Agency Approvals. Subsequent to the approval of this Land Use Permit, the Landfill Developer shall obtain approvals from the regulatory agencies having jurisdiction over the project, and obtain their detailed requirements for building, serving, and operating the Landfill. The approvals shall include, but are not limited to:

a) Waste Discharge Requirements from the Regional Water Quality Control Board.

b) Authority to Construct (and Authority to Operate Requirements) from the Bay Area Air Quality Management District.

c) Wetland Modification Permit from the Army Corps of Engineers.

d) Streambed Alteration Agreement from the State Department of Fish and Wildlife.

The Landfill developer shall notify the Department of Conservation and Development if proposed or adopted permit conditions or requirements of other regulatory agencies do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report. The Landfill operator shall submit to the County copies of all new and modified permits or entitlements at the time each is issued or approved by the applicable regulatory agency.

14.3 Improvements Requirements. Subsequent to the approval of this Land Use Permit, the Landfill developer shall obtain approvals from the agencies, utilities, and parties having jurisdiction or control over the on-site and off-site improvements required by this Land Use Permit or by agencies having regulatory jurisdiction over the project. The Landfill developer shall notify the Conservation and Development Department if proposed or adopted Conditions or requirements do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report.

## 15. DEVELOPMENT AND IMPROVEMENTS PLAN

15.1 Final Development and Improvements Plan. Subsequent to the approval of the Land Use Permit but prior to the commencement of any construction, the Landfill developer shall submit a Development and Improvements Plan to the Conservation and Development Department and obtain the approval of the Director of Community Development. The Development and Improvements Plan shall be consistent with the project approved by the Land Use Permit, but prepared to a level of detail appropriate for the review of the engineering and construction of the project's on-site and off-site improvements. It shall be internally consistent with the project's Environmental Impact Report findings, these Conditions of Approval, regulatory agencies and others having discretionary approvals over the project, and the Solid Waste Facilities Permit issued by Contra Costa Environmental Health. The Conservation and Development Department will coordinate the review of the plan by Contra Costa Environmental Health, the Public Works Department, and other appropriate units of government. The Landfill developer shall comply with all provisions of the final Developments and Improvements Plan.

The Development and Improvements Plan shall include:

a) Site Development Plan, as described in the following sections.
b) A Surface Water Management and Sediment Control Plan, (Section

18).

c) An Agricultural and Habitat Enhancement Plan, (Section 23).
d) A Waste Reduction and Resource Recovery Program, (Section 31).
e) A Landscape (screening) Plan, (Section 22).
f) A Landfill Gas Management/Air Quality Monitoring/Odor Control Plan, Section 20).
g) A Leachate Management Plan, (Section 17).
h) A Site Services and Utilities Plan (Section 30).
i) A Traffic/Circulation Plan, (Section 29).

15.2 In approving the Development and Improvements Plan, the Conservation and Development Department Director may allow the Landfill developer to phase construction of landfill modules and other features, except where timing is specified in these conditions. The submittal of the Development and Improvements Plan components may reflect this phasing.

## 16. SLOPE AND SEISMIC STABILITY

16.1 Landfill Slopes Objective. Landfill slopes shall be engineered to provide static and dynamic (seismic) stability under design criteria for Class II Landfills.

16.2 Seismic Design. The Landfill, its drainage features and operating components (lifts, berms, liners, sediment pond, leachate and gas collection systems and major stockpiles) shall be designed to withstand earthquakes as specified in applicable regulations. The Landfill developer shall utilize a MCE (design earthquake) specified by the San Francisco Regional Water Quality Control Board. The Landfill developer shall provide substantiation in the Final Development and Improvements Plan that the Landfill design will withstand the MCE.

16.3 Landslide Study. The Landfill developer shall employ a licensed geo-technical consultant to conduct a supplementary study of landslides and slope stability in areas of the site affected by Landfill and improvements grading. The study shall be performed by a licensed geotechnical professional. The study shall be subject to the approval of the County and the San Francisco Regional Water Quality Control Board. The Landfill developer shall incorporate the results of the study into the site grading program and the designs of overlying structures, which shall be included in the Development and Improvements Plan.

16.4 Geotechnical Inspector. The Landfill operator shall fund the costs of an independent geotechnical consultant, who shall be selected by and be responsible to the County. The Inspector shall inspect the installation and condition of liners, leachate control facilities and other installations, identified

by the County, as they are installed and periodically thereafter as directed by the County. This provision shall remain in force over the life of the landfill.

16.5 Landfill Design Stability. The Landfill developer shall provide a static and dynamic stability analysis of the final engineering design of the Landfill and its appurtenant improvements. The stability analysis method and the resulting analysis shall be approved by the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board and included in the Final Development and Improvements Plan.

16.6 Slope Monitoring. The Landfill operator shall install and maintain slope monitoring stakes on landslides and sensitive slopes which could affect an operating Landfill. The monitoring program shall be approved by the County Department of Conservation and Development.

16.7 Settlement Program. The Landfill developer shall implement a program to prevent fill settlement and an inspection program to detect and correct settlement problems. The developer shall compact the refuse and cover materials to maximum strength and design and maintain the necessary slope gradient to ensure proper surface water drainage. A network of settlement platforms shall be installed to monitor fill settlement at critical points. The station specifications and locations shall be included in the Improvements and Development Plan. The Settlement program shall be subject to the approval of the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board.

16.8 Emergency Landslide and Earthquake Program. The Landfill operator shall prepare and implement an emergency program for inspecting the Landfill facility, dealing with failures and providing for uninterrupted refuse handling for implementation following a landslide and/or earthquake. The program shall be subject to the approval of the County Department of Conservation and Development, Contra Costa Environmental Health and the Regional Water Quality Control Board.

16.9 Settlement Pond Embankment Design. The Landfill developer shall design the settlement pond to control foundation seepage through the means of a filter or other materials.

16.10 Settlement Pond(s) Monitoring Program. The Landfill operator shall prepare and implement a failure prevention and warning system, including daily monitoring and visual inspection, for the sedimentation ponds. The program shall be approved by the County Conservation and Development Department and shall be included in the Development and Improvements Plan.

16.11 Stockpile Stability. Commencing with the onset of stockpiling, the Landfill

operator shall continually analyze daily cover material stockpiles for stability to determine allowable heights and/or slopes. The results shall be available to the County Conservation and Development Department and Contra Costa Environmental Health on demand.

16.12 Unstable Areas. Areas with landslide potential to affect landfill operations shall be stabilized through excavation or other methods such as compacting or the construction of retaining walls. Grading operations shall be performed in a manner which shall not destabilize slopes.

## 17. GROUNDWATER PROTECTION

17.1 Groundwater Protection Objective. The Landfill shall not impair the beneficial uses of groundwater on the Landfill site or in its vicinity. The design and monitoring of the Landfill shall be based upon the assumption of the existence of high permeability interconnecting cracks and fissures in the underlying strata allowing the potential of groundwater transmission.

17.2 Landfill Liner. The Landfill developer shall install a engineered liner system, including a clay liner and a high-density polyethylene liner, which meets State Class II Landfill standards. The liner shall be approved by the San Francisco Bay Regional Water Quality Control Board and its specifications and design shall be included in the Development and Improvements Plan. The liner shall be designed to withstand the Maximum Credible Earthquake as specified by the Regional Water quality Control Board. See Section 16.

17.3 Leachate Collection System. The Landfill developer shall install a leachate collection system which shall meet State Class II standards. The leachate collection system shall be approved by the San Francisco Bay Regional Water Quality Control Board, and its specifications and design shall be included in the Development and Improvements Plan. Leachate shall be contained by a double liner system consisting of a two-foot thick layer of clay overlain by a synthetic membrane liner. Enclosed storage tank design for leachate treatment shall meet hazardous waste storage requirements, which includes a double liner system with perimeter berms. An emergency connector shall be installed between the pre- and post-treatment tanks in the event of an overflow situation. A tanker truck shall be readily available for emergency purposes. Measures shall be taken to limit leachate formation, such as prompt covering of waste and provision of surface water drainage away from landfill areas.

17.4 Surface Drainage System. Water collected in the underdrain system beneath the landfill shall be monitored on a regular basis specified by the San Francisco Regional Water Quality Control Board. If contaminated, this water

shall be treated as leachate. See Section 18.2.

17.5 Groundwater Monitoring. The Landfill developer shall install a groundwater monitoring system and implement a monitoring program, as required by the San Francisco Bay Regional Water Quality Control Board. The monitoring stations' specifications, locations, and their frequency of monitoring shall be included in the Development and Improvements Plan. The proposed monitoring program shall be subject to review by Contra Costa Environmental Health and the County Conservation and Development Department.

17.6 Downstream Well Monitoring. . The groundwater monitoring program shall include selected wells down gradient from the site. The wells shall be subject to approval by the San Francisco Regional Water Quality Control Board. The Landfill operator shall sample and analyze water from these wells as required by the Regional Water Quality Control Board. The location of these wells shall be identified on the Development and Improvements Plan.

17.7 Baseline Water Characterization. The Landfill developer shall conduct a groundwater characterization study for at least a one-year period following the approval of the Land Use Permit. The procedures for the study shall be specified by the San Francisco Bay Water Quality Control Board and Contra Costa Environmental Health.

17.8 Liquid Waste Disposal. The Landfill operator shall comply with the requirements of the Regional Water Quality Control Board for disposal of de-watered sewage and other utilities' sludges in the Landfill to prevent excess liquid concentrations. The Landfill operator shall not accept other liquid wastes.

17.9 Drainage Grading. The Landfill developer shall grade completed fill areas to convey surface run-off to ditches at the fill perimeter to limit infiltration into the Landfill. The grading specifications shall be included in the Development and Improvements Plan.

17.10 Leachate Management. The Landfill operator may reapply leachate removed from the leachate collection sumps to the Landfill for absorption by solid waste, or arrange for its transportation (pretreated if necessary) to an appropriate treatment and disposal facility. If leachate is returned to the fill area, it shall be injected under the Landfill's cover rather than applied over its surface. The return of leachate to the Landfill shall be subject to the solids-to-liquids ratio restrictions defined by the San Francisco Bay Regional Water Quality Control Board and Contra Costa Environmental Health. If leachate is transported to an off-site disposal/treatment facility, it shall be pretreated on-site to meet all requirements of such facility before transport. If leachate build up becomes a problem, Contra Costa Environmental Health may require

additional remedial measures, such as the placement of more soil cover, or the installment of a low-permeability earthen or synthetic cover. The Leachate Management Program shall be included as part of the Site Design Plan.

17.11 Water Balance Calculations. The Landfill operator shall provide water balance calculations, when requested by the Regional Water Quality Control Board or other applicable regulatory agency, to evaluate intermediate stages of Landfill operation to ensure the maintenance of a proper solids-to-liquid ratio.

17.12 Leachate Holding Tanks. Holding tanks for leachate shall be tested to ensure chemical compatibility to prevent chemical degradation of said tanks. The Landfill developer shall submit test results to the Regional Water Quality Control Board and Contra Costa Environmental Health, prior to the submission of the Development and Improvements Plan.

17.13 On-Site Water Supply Wells. The Landfill developer shall construct the proposed on-site water supply wells after a hydro-geologic investigation has determined flow direction and relationship between water bearing strata if any. Water supply wells shall utilize separate water bearing strata, and shall be sealed to prevent communication between shallow and deep ground water. The locations and characteristics of water supply wells shall be described in the Development and Improvements Plan, and shall be subject to Contra Costa Environmental Health and San Francisco Regional Water Quality Control Board approval. Pump tests shall be provided for on-site wells located within 500 feet of any domestic well to evaluate interference between wells.

17.14 Off-Site Water Well Contamination. If the water quality of nearby domestic water supplies is impaired by Landfill leachate, the Landfill operator shall take immediate remedial action that is acceptable to Contra Costa Environmental Health and the San Francisco Regional Water Quality Control Board. The source of contamination shall be identified and immediately repaired. Remedial measures shall include but are not limited to extraction wells and slurry walls. The Landfill operator may be required to replace the impaired water supply.

17.15 Liner Installation Inspection. See Condition 16.4.

17.16 Secondary Containment. The Landfill developer shall construct a secondary containment system capable of containing 1.5 times the volume of each leachate-holding tank.

17.17 Working Face. The Landfill operator shall maintain a maximum daily working face of 3 acres or less in order to minimize surface water infiltration to the refuse, as well as to control dust and erosion, prevent vector proliferation, and

minimize visual impacts. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed to be warranted by the Director of Conservation and Development.

## 18. SURFACE WATER PROTECTION

18.1 Surface Water Protection Objective. The Landfill shall not impair the beneficial uses of water bodies in the vicinity of the Landfill site.

18.2 Surface Drainage System. The Landfill operator shall install and maintain a Landfill surface drainage system which shall be designed to meet State Class II standards. It shall accommodate a 1,000-year, 24-hour design storm, as specified by the County Public Works Department and the San Francisco Regional Water Quality Control Board (SFRWQCB). The drainage system shall convey surface water around the active fill area without contacting the working face or any solid waste. The surface drainage system shall be approved by the SFRWQCB and the County Department of Conservation and Development and included in the Development and Improvements Plan. Surface flow shall be evaluated further with groundwater levels and precipitation factors prior to construction, and findings incorporated into the final landfill design in order to lessen impacts to surface water flow. Flow rates and groundwater levels shall be monitored through the life of the landfill. If loss of surface flow is determined to have unforeseen impacts, a like amount of water shall be provided.

18.3 Creek Protection. The landfill shall be designed so leachate and other contaminated water does not flow into Lawlor Creek. See Section 23.3.

18.4 Surface Water Management and Sediment Control Plan. The Landfill developer shall prepare and implement a Surface Water Management and Sediment Control Plan, which shall be subject to the approval of the County Department of Conservation and Development. The plan shall include a Stability Analysis of proposed cut and fill slopes, and shall prevent substantial erosion on slopes on the project site and reduce the amounts of water-borne materials from reaching surface waters. It shall include the components listed below, and it shall be included in the Final Improvements and Development Plan.

a) Primary Grading. The Landfill developer shall perform primary grading for the project's fill modules, cover, roads, paved areas, building sites, and the construction of site slopes during the April through October low rainfall season.

b) Temporary Flow Restriction. If grading must be done during rainy periods, or if erosion is occurring on previously graded areas, the

Landfill developer shall take corrective actions, which may include the installation of ground cloth or the placement of hay bales.

c) Ground Cover. The Landfill developer shall plant ground over on graded areas which are not to be developed within 90 days. The ground cover shall be consistent with the Landscaping Plan.

d) Ditch/Swale Liners. The Landfill developer shall line any ditches and swales for conveying surface runoff across sanitary Landfill areas to limit water infiltration. Drainage-ways across other areas shall be lined or planted to limit erosion.

e) Sedimentation Ponds. The Landfill developer shall install and maintain a sedimentation pond system prior to other landfill development to hold and process drainage from the Landfill property which shall be designed to withstand the 1,000-year, 24-hour design storm and Maximum Credible Earthquake event. The Landfill developer shall develop a program for monitoring storage volumes in the sedimentation ponds and releasing water depending on expected rainfall. Flow rates for downstream discharge shall not exceed the 25-year, 24-hour design storm. The program shall include a preventive maintenance program which shall include a program for clearing of sedimentation ponds and maintenance of perimeter ditches and vegetative cover. The owner shall submit documentation to the Department of Conservation and Development to demonstrate that basin maintenance (e.g. dredging) has been completed as needed or required prior to the start of the rainy season (October 15th). The program shall be subject to approval from the County Department of Conservation and Development, Contra Costa Environmental Health, Public Works Department, and the San Francisco Regional Water Quality Control Board. The efficacy of the Landfill surface water control system in reducing downstream flooding shall be addressed in the annual and triennial reviews required by Condition 11.1.

f) Runoff Conveyance. Erosion to ditches or gullys used to convey runoff shall be corrected by use of appropriate measures such as energy dissipators or rip rap.

g) Equalization Basin. Water in contact with the working face area of the landfill shall be discharged into an equalization basin, monitored, and treated if necessary.

18.5 Monitoring. The Landfill developer shall prepare and implement a surface water monitoring program to check for possible contamination of off-site surface water drainage facilities. Baseline water quality shall be determined prior to project implementation. Sedimentation pond outflow shall be monitored. The monitoring program shall be subject to approval of Contra Costa Environmental Health, the County Conservation and Development

Department, and the Regional Water Quality Control Board.

## 19. HAZARDOUS WASTE

19.1 Hazardous Waste Ineligible. See Section 6.4.

19.2 Load Inspection. See Condition 7.1

19.3 Household Hazardous Waste Program. The Landfill operator shall develop a household hazardous waste collection and management program for the service area which is consistent with the County Hazardous Waste Management Plan and with the County Integrated Solid Waste Management Plan. The program shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments. The household hazardous waste shall be managed in accordance with the "Waste Minimization Hierarchy" identified in the County Hazardous Waste Management Plan. The operator is encouraged to develop the program in cooperation with other waste management facilities and collection services. The proposed program, along with a schedule of proposed costs and funding sources, shall be submitted to the County departments no later than 6 months prior to the opening of the landfill. The program shall include mechanisms for removing household hazardous waste from the waste stream which arrives at the facility. If the household hazardous waste program (or a version of it) is approved by the County Board of Supervisors, the Landfill operator shall implement it. The Landfill household hazardous waste program shall include a public information and education program approved by the County Health Services Department/County Hazardous Materials Commission for notifying facility users and households in its service area of what constitutes hazardous waste and how such wastes are to be disposed of. The household hazardous waste program shall be amended if required by the County Board of Supervisors in their review of the Land Use Permit.

19.4 Hazardous Waste Pre-screening. The landfill entrance load screening procedures and a manual load check program during unloading operations shall be included in the load screening program required under Condition 7.1. Landfill employees shall be instructed to investigate suspicious containers for hazardous materials during bulldozing and other activities. Any hazardous materials found shall be set aside for proper collection and disposal.

19.5 Regulatory Agency Approvals. The collection and storage of toxic and hazardous wastes pursuant to this section shall be subject to County Health Services Department’s Hazardous Materials Division, State Department of Health Services, and other regulatory agency approvals.

## 20. AIR QUALITY PROTECTION

20.1 Prevention of Air Quality Deterioration. The Landfill operator shall manage the facility in a manner that does not result in the significant deterioration of air quality in the vicinity of the site or in the Bay Area. The condition shall be interpreted as a requirement that the Landfill comply with terms of the Authority to Construct Permit to Operate permits issued by the Bay Area Air Quality Management District.

20.2 Odor Containment. The Landfill operator shall operate the Landfill in a manner that prevents odors from being detected off-site, pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District. If odors are reported to Contra Costa Environmental Health, or reports are relayed from the Bay Area Air Quality Management District, the Department of Conservation and Development or Contra Costa Environmental Health may require additional physical improvements or management practices as necessary to alleviate the problem. Contra Costa Environmental Health shall have the authority to cease disposal at a particular area of the Landfill, to control odors. A small daily working face (3 acres or less) shall be maintained. The leachate treatment system shall be enclosed and properly maintained to control odors from leachate. The landfill gas collection system and flare shall utilize BACT to reduce landfill gas as a source of toxics and odor.

The Landfill operator shall implement Best Management Practices of the industry to minimize odors from operations and emissions from equipment. If the operator is contacted about odors being detected off-site, the date, time and description of the odor complaint shall be logged and investigated promptly to expedite implementation of any necessary corrective action by the landfill operator. The Landfill operator shall contact Contra Costa Environmental Health or the Bay Area Air Quality Management District at minimum of once per year to obtain any information possible about odor complaints received by each agency. Any odor complaints received by the Landfill operator, Contra Costa Environmental Health or the Bay Area Air Quality Management District shall be included in the annual Activities Report required under the Landfill's Franchise Agreement unless otherwise specified by the Director of Conservation and Development. The landfill operator shall provide a means for receiving after hours odor complaints. Complaints shall be promptly investigated (after hours investigations required if/when multiple after hours complaints received on the same day or on multiple consecutive days) to identify whether the source of the odor is on the landfill site, in which case the problem should be corrected in a timely manner. A response to the person lodging the complaint shall be

made within 48 hours and copied to the Department of Conservation and Development, detailing the problem and remedial action taken.

20.3 Cover Frequency. The Landfill operator shall cover newly disposed refuse with compacted soil or other cover material meeting state regulatory requirements enforced by Contra Costa Environmental Health and CalRecycle and approved in writing by the Department of Conservation and Development. All working faces of the Landfill shall be covered by the end of the working day. Intermediate cover, meeting the requirements of the State shall be applied over each layer of cells ("lift"). The type of cover material and frequency of cover shall be modified in order to control odor, litter or birds, if necessary, or if required by the Director of Conservation and Development or the Landfill's Solid Waste Facilities Permit.

20.4 Odoriferous Loads. The Landfill operator shall identify potentially odoriferous loads prior to acceptance and make any arrangements needed to ensure that disposal of odoriferous loads is managed to avoid off-site detection, which may involve covering such incoming loads immediately.

20.5 Dust Suppressants. The Landfill operator shall apply water or proven environmentally safe dust suppressants at least twice daily to working faces of the landfill, unpaved access roads, storage pile disturbances and construction areas as determined to be necessary by Contra Costa Environmental Health. Contra Costa Environmental Health may require sprinklering more frequently for control of particulates.

20.6 Area of Operations. See Conditions 17.17 and 22.10.

20.7 Air Flow Monitoring. The Landfill operator shall monitor air flow on the site upon commencement of operations and shall provide background meteorological conditions including wind direction, wind velocity, and temperature. After the Landfill is in operation, data shall be used to correlate odor, dust, or litter management with meteorological conditions. Air flow monitoring reports shall be submitted or made available to the Contra Costa Environmental Health and the Department of Conservation and Development upon request.

20.8 Contingency Program. Prior to the start of filling operations, Landfill operator shall prepare a "bad days" contingency program for managing the Landfill during periods of unusual wind speeds or directions, rainfall or drought or other atypical situations. It shall apply specific site monitoring information. The Landfill operator shall consider the comments of the City of Pittsburg and consult with the Bay Area Air Quality Management District and the Regional Water Quality Control Board. The program shall be approved by the Department of Conservation and Development and Contra Costa

Environmental Health, and it may be revised from time to time. See Condition 25.4.

20.9 Revegetation. The Landfill operator shall revegetate completed Landfill areas. Revegetation shall be in accordance with the Development and Improvements Plan and shall be consistent with State and local water conservation landscaping requirements. Intermediate and final cover areas shall be reseeded with native grasses immediately. Excavations shall be reseeded with native grasses or filled immediately. Operating areas which will not be used for fill or construction for 90 days or longer shall be planted for dust and erosion control and for aesthetic purposes. Landfill operator shall provide the County Conservation and Development Department with written notice and documentation (e.g. photographs) of any inactive unvegetated areas of disturbance not being reseeded immediately whether due to on-site activity associated with the landfill (construction or operations) or naturally occurring (landslides, etc.). The Director of Conservation and Development may require that revegetation notices be submitted more frequently and/or on a fixed schedule.

20.10 Tree and Shrub Planting. The Landfill developer shall plant trees and shrubs downwind of the Landfill to aid in trapping dust. The planting plan shall be included in the Landscaping plan component of the Development and Improvements Plan.

20.11 Gas Control and Collection. The Landfill operator shall install a Landfill gas control collection system in accordance with the regulations of the Bay Area Air Quality Management District. The system shall have the capacity to operate in an active mode, using a mechanical vacuum, to withdraw gas from the Landfill. The system shall be operated in an active mode as soon as practical. The gas control and collection system shall be installed concurrently with the placement of wastes in the Landfill and shall be ready for operation when gas is produced. The gas collection and related recovery system shall utilize BACT and shall be subject to the approval of the Bay Air Quality Management District and County Conservation and Development Department and it shall be included in the Development and Improvements Plan.

20.12 Landfill Gas Processing. The Landfill developer shall install a flaring mechanism, in accordance with Bay Area Air Quality Management District guidelines/regulations, to combust collected landfill gas. The flare shall be of the nonilluminous type. Best Available Control Technology (BACT) shall be used, as defined and approved by the Bay Area Air Quality Management District. The flare shall be installed with staged combustion, operated under fuel-rich conditions, and be designed with flue gas recirculation.

20.13 Methane Recovery. The Landfill operator shall install a methane recovery system simultaneously with the construction of the gas collection system, preferably utilizing the Landfill gas to produce energy when the Landfill has developed enough gas to justify recovery. When required by the County Conservation and Development Department, the Landfill operator shall conduct a study to determine how methane could be recovered from the gas and used for fuel or as a commodity.

20.14 Gas Monitoring. The Landfill developer shall install gas migration detection probes and wells along the boundary of the Landfill footprint, near on-site buildings, and in other locations specified by the Bay Area Air Quality Management District or Contra Costa Environmental Health to monitor for subsurface and surface gas migration. The gas monitoring stations shall be described in the Development and Improvements Plan approved by the County Conservation and Development Department. If gas migration is found, the Landfill operator shall notify the County and take remedial actions. Training of employees for detection of gas migration shall be included in the employee training program.

20.15 Lateral Gas Barriers. The Landfill developer shall install a gas barrier or gas collection area on side slopes of the Landfill to prevent lateral gas migration through the sides of the Landfill. The barrier or gas collection area shall be approved by the Bay Area Air Quality Management District and shall be included in the Development and Improvements Plan.

20.16 Settlement Protection. The Landfill developer shall use flexible piping and lightweight backfill for the Landfill gas collection system to ensure that settlement of the fill will not affect operation of the system.

20.17 Landfill Gas Testing. The Landfill operator shall test Landfill gas for its toxic composition and for toxic constituents. The testing program shall be subject to the approvals of the Bay Area Air Quality Management District, Contra Costa Environmental Health and the Department of Conservation and Development. The Landfill operator shall provide the results to the County Department of Conservation and Development and Contra Costa Environmental Health on a bi-annual basis unless a more frequent interval is specified in the Solid Waste Facilities Permit.

20.18 Leachate Disposal. See Condition 17.10.

20.19 Cell Re-Opening. Previously-closed cells shall not be reopened without permission from Contra Costa Environmental Health. The Department of Conservation and Development shall be notified of any occurrence that potentially necessitates that one or more cells be re-opened.

20.20 Fissure Repair. The Landfill operator shall inspect the Landfill daily. Surface cracks, fissures, eroded areas, or inadequately covered areas on the Landfill may require repairs within 24 hours. The Department of Conservation and Development shall be notified in writing at the time the operator identifies any substantial surface cracks or fissures requiring repairs beyond the placement and compaction of additional clean soil. Photo of the crack should accompany the written notice which describes he expected cause and corrective action plans and repair schedule. This activity shall be included in the employee training program.

20.21 Permanent Road Paving. The Landfill developer shall pave and maintain permanent access roads to control dust. A road used for one year or longer shall be considered to be a permanent road. Road construction shall be described in the Development and Improvements Plan.

20.22 Temporary Road Paving. The Landfill developer shall pave and maintain temporary road with gravel or crushed aggregate. Temporary roads shall be wetted or chemically treated when necessary to control dust. Road construction shall be described in the Development and Improvements Plan.

20.23 Speed Limits. The Landfill operator shall enforce speed limits set by the Contra Costa Environmental Health on internal site roads. The Landfill operator shall install appropriate signs and speed control devices. The maximum internal on-site speed limit shall be 20 mph unless otherwise specified by Contra Costa Environmental Health.

20.24 Equipment Maintenance. The Landfill operator shall maintain Landfill equipment in optimum working order to ensure that vehicle emissions are controlled and equipment shall be fitted with spark arrestors so potential for causing fires is minimized. Equipment shall not be left idling when not in use. Maintenance records shall be kept on all pieces of Landfill equipment. The records are subject to review by Contra Costa Environmental Health. Equipment shall be stored, serviced, and repaired in a maintenance area designated in the Development and Improvements Plan and approved by the County Conservation and Development Department.

## 21. NOISE CONTROL

21.1 Noise Control Objective. The Landfill operator shall manage the facility in a manner that minimizes noise impacts to area residents.

21.2 Noise Monitoring Program. The Landfill operator shall prepare and implement a noise monitoring and abatement program, which shall be approved by the County Department of Conservation and Development and

Contra Costa Environmental Health. The program shall monitor noise levels at sensitive receptor locations, one West of Bailey Road and South of West Leland Road, one near Bailey north of West Leland, and another in the Jacqueline Drive area south of West Leland Road. The Director of Conservation and Development may specify other monitoring locations. Noise monitoring reports shall be submitted to the County Conservation and Development Department on a quarterly basis unless otherwise specified by the Director of Conservation and Development. If the monitoring noise levels at the Landfill boundary line or other monitored location exceed 60 dBA during daylight hours, or 50 dBA during the evening or at night, the County may require the operator to institute additional noise reduction measures to bring noise emanating from the Landfill to the forementioned levels or less.

21.3 Toe Berm. See Condition 22.3.

21.4 Mitigation/Lift-Level Berms. See Condition 22.4

21.5 Construction Hours. See Condition 32.1.

21.6 Truck Noise Suppression. The Landfill operator shall require transfer trucks and other waste hauling vehicles using the facility to be equipped with factory approved noise suppression equipment, including engine compartment insulation. The Landfill operator shall request the California Highway Patrol actively enforce muffler and vehicle noise standards as required in the California Vehicle Code if, for any reason, noise from heavy trucks becomes a source of complaints in the project area, whether project-related or not. Transfer trucks and other waste hauling vehicles with faulty mufflers shall be denied access to the landfill after one warning by a landfill operator at the landfill entrance.

21.7 Landfill Vehicles. The Landfill operator shall provide Landfill equipment with the best available noise suppressing equipment to minimize sound generation.

21.8 Gas Flare Muffling. If flaring is used to dispose of Landfill gas, the flares shall be contained in noise and glare-reducing housing. The housing shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments and the Bay Area Air Quality Management District.

## 22. VISUAL QUALITY

22.1 Visual Quality Objective. The Landfill developer shall construct and operate the facility in such a manner that the high visual value of the surrounding area

is maintained.

22.2 Landscape Plan. The Landfill developer shall prepare and implement a site Landscaping Plan. The plan shall enhance the site's visual values as open space and its functional values as wildlife habitat. It shall minimize the visual impacts of the landfill operations and appurtenant facilities through revegetation and landscape screening. The plan shall show the plant species, size, and locations to be used to blend in with the existing natural vegetation. Natural, drought tolerant species shall be used, in accordance with State and local water conservation landscaping requirements. A landscape maintenance program shall be part of the plan. A Weed Monitoring and Control Program shall be included, containing a listing of noxious weeds, a monitoring program, and abatement measure options. A Landscape Plan shall be included in the Development and Improvements Plan. The Landscape Plan shall assure no visual impact on the Cities of Concord and Clayton consistent with the Environmental Impact Report.

22.3 Toe Berm. The Landfill developer shall install the first phase of the toe berm prior to other landfill construction and development of the Landfill. Other sections of the toe berm shall be installed in stages (see condition 32.4). The toe berm shall be contoured to blend with existing topography. It shall be designed to screen the landfill access road. It shall be revegetated immediately with native grasses and other vegetation to blend in with the surrounding area.

22.4 Mitigation Berms. The Landfill developer shall install landscaped mitigation berms (lift-level peripheral berms) at the face of each lift in areas visible off the Landfill site, before beginning refuse disposal on the lift. The berms shall be landscaped to blend with existing terrain. Specific heights for the initial toe berm and each of its phases shall be established in the Final Development and Improvements Plan (Condition 15.1).

22.5 Lawlor Creek Corridor Plan. See Condition 23.3.

22.6 Entrance Screening. The Landfill developer shall install landscaping at the entrance of the landfill to screen the entrance facilities from Bailey Road users. Olive trees shall not be included as part of the entrance landscape plan.

22.7 Jacqueline Drive Terminus. The north terminus of Jacqueline Drive shall be landscaped, with native species, to shield near-views of the toe berm. Planting of the terminus area shall begin as soon as practicable. The outside access road berm shall be a minimum of 15 feet high to shield transfer truck traffic and noise from nearby residences.

22.8 Auxiliary Facilities Screening. The landscaping plan shall provide for the

screening of auxiliary areas, such as the administrative buildings, parking lots, maintenance facilities, and screening of facilities shall occur during the first year of development. Enhancement of Lawlor Creek shall occur during the first year, to aid in screening facilities from Bailey Road users.

22.9 Architectural Treatment. Plans for buildings and other structures shall include architectural sections showing design and materials to be used. Buildings shall be designed to blend into the rural agricultural setting.

22.10 Area of Operations. Except during construction of modules and other major installations, the Landfill operator shall limit unvegetated working areas of the landfill, including the daily working face, to 25 acres for appearance and to control dust and erosion. The restriction shall not apply to grading for foundations, cover, site roads, berms and other construction, providing these are carried out expeditiously.

22.11 Interim Revegetation. Interim revegetation shall be required on all areas that will be inactive for more than 90 days. Revegetation shall include native grasses, shrubs and trees to lend more variety and natural appearance to the finished landfill.

22.12 Water Tank Screening. The Landfill developer shall provide landscaping to screen the facility's water tanks. Where possible, the landscaping shall be installed prior to the installation of the tank. Consideration shall be given to subsurface or partially buried tanks, and to painting the structures with earth-tone colors.

22.13 Final Cover. Final cover shall be contoured and landscaped to blend with existing topography.

22.14 Lighting. The Landfill developer shall design and locate the lighting system to reduce glare and reduce impact to area residents. Focused directional security and operational lighting shall be installed. Operation lighting on the working face shall be turned off by 7:30 p.m. Security and entrance lighting shall be dimmed at 7:30 p.m.

## 23. AGRICULTURAL AND BIOTIC RESOURCES

23.1 Biotics Protection Objectives.

a) The Landfill developer shall construct and operate the facility in such a manner that ensures, through protection and enhancement measures, that there is no net loss of significant habitat, wetland, woodland, or

agricultural production.

b) The Landfill developer shall provide at least twice the amount of mitigation wetland for significant wetland lost to the project (2-to-1 mitigation). A minimum of six acres of mitigation wetland shall be provided. Wetland loss shall be mitigated through the enhancement of stock ponds and sedimentation basins, or the creation of new wetlands.

23.2 Range Management Plan. The Landfill operator shall design and develop a Range Management Plan in order to provide for continued grazing on portions of the site. The Special Buffer Area shall remain as Agricultural Preserve, and development rights shall be conveyed to the County. The buffer area and other site rangelands of the Primary Project Area not exempted for habitat protection and not in active landfill use shall be enhanced as grassland/oak woodland, and shall provide grazing for at least 270 head of cattle, approximately the same number of cattle which presently graze on the site. Stock watering ponds shall be enhanced through planting of trees and shrubs. Grazing shall be restricted for a 1 to 2 year period in order for grasses to get reestablished. It shall provide for adequate grazing range, and for native tree species such as oaks to be planted for animal protection and to replace trees removed during landfill construction, while controlling soil erosion. The plan shall be prepared in consultation with the Contra Costa County Resource Conservation District and the Agricultural Extension Service. It shall be coordinated with the Landscape Plan, the Habitat Preservation Plan, and the Erosion and Sediment Control Plan developed for the landfill facility. It shall be subject to the approval of the County Conservation and Development Department and it shall be included in the Improvements and Development Plan.

23.3 Lawlor Creek Corridor Restoration Plan. Enhancement of this riparian area shall replace habitat lost by the rerouting and covering of a portion of the unnamed drainageway within the waste placement area. This plan shall provide replacement for habitat lost to landfill construction. The Corridor Plan shall also provide screening of the landfill entrance and service facilities from Bailey Road. Livestock fencing shall be constructed around the perimeter of approximately 35 acres to exclude cattle from the riparian and oak woodland areas. Litter shall be removed from the creek and corridor, and fencing shall be established along Bailey Road to prevent unlawful disposal of trash. Riparian species of trees such as Willows, Fremont cottonwood, sycamore and other oak species, California Bay Laurel and shrubs shall be planted. The access road crossing of Lawlor Creek shall be designed and constructed in a manner that would be compatible with the aesthetics of the corridor and habitat enhancement. Installation of horizontal drainage pipes into hillsides may be provided to tap groundwater sources to improve creek flow conditions. A monitoring and maintenance program shall be established to insure wildlife

habitat values are protected. Rock dams, overhangs, splash pools and erosion control structures shall be included in the corridor plan design. The detailed restoration plan shall be developed for Lawlor Creek in coordination with the County, the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, local Audubon and California Native Plant Society representatives and other environmental organizations. A streambed alteration agreement shall be obtained if determined to be necessary by the CDF&G. A wetland modification permit shall be obtained from the Army Corps of Engineers if necessary. Implementation of the Restoration Plan shall take place during the initial development phase of the Landfill.

23.4 Sandstone Outcrop Area. Livestock fencing shall be constructed around the perimeter of the 72-acre sandstone area at the front of the Landfill to exclude cattle and preserve upland habitat area. Landfill personnel and construction operators shall be alerted regarding the protected area. Native trees such as Oak and California Buckeye shall be planted along the perimeter of this area. The adjoining equalization basin and toe berm shall be constructed to avoid damage to the protected area.

23.5 Weed Control Program. The landfill operator shall submit a weed control program to control introduced weedy species on the Landfill property as part of the Range Management Plan. The program is subject to approval by the County Conservation and Development Department. The weed control program shall include a list of noxious weeds, periodic monitoring of these species, and a weed control and removal program.

23.6 Phased Construction. The Landfill operator shall construct and operate the Landfill in phases in order to reduce the acute impact to vegetation and wildlife habitat. Mature trees should be removed only as needed, not more than one year in advance of module development. Black walnut and other heritage tree cuttings shall be taken with the direction of a research organization such as the University of California's botanical garden.

23.7 Vegetation Protection. The Landfill developer shall employ dust suppression measures to prevent damage from dust loading on vegetation. Periodic watering of vegetation adjacent to the fill working area shall be developed as part of the Range Management Plan.

23.8 Wildlife Exclusion and Vector Control. The Landfill operator shall construct fences around the working area of the site, limit the size of the working face, and cover refuse at least daily in order to exclude wildlife and control vectors at the working area of the site.

23.9 Supplemental Wildlife Surveys. The Landfill developer shall conduct additional surveys to establish the presence or indicate the absence of the

following species at the landfill site.

a) San Joaquin Pocket Mouse. The survey shall be conducted according to USFWS recommendations. If found, the developer shall follow USFWS guidelines regarding appropriate mitigation procedures.

b) The California Tiger Salamander and the Alameda Whipsnake. The salamander study shall take place during the rainy season. If salamanders are found to exist in the unnamed creek, they shall be trapped and released to the Lawlor Creek area. If the Alameda Whipsnake is encountered, then facilities such as the equalization basin, and the access road shall be relocated further from the outcrop area. The outcrop reserve shall be expanded to include the easternmost outcrops. Consideration shall be taken in siting facilities and any activities north of access road. Lighting shall be shielded and shall illuminate only paved areas in this vicinity.

## 24. BIRD AND VECTOR CONTROL

24.1 Bird and Vector Control Objective. The Landfill operator shall manage the facility in such a manner that prevents and controls the attraction and/or generation of birds and vectors at the site.

24.2 Soil Cover Frequency. See Condition 20.3.

24.3 Working Face. See Condition 17.17

24.4 Bird Control. If birds become a problem at the Landfill in the judgement of Contra Costa Environmental Health, the Landfill operator shall institute a contingency bird control program. Such a program may consist of monofilament or wire lines suspended in the air at appropriate intervals over and around the active disposal area. The Landfill operator shall retain a biologist during the initial period of operation to (1) assess the effectiveness of the monofilament line for bird control and (2) assess the effect of the line on avian predator species. If necessary, additional corrective measures shall be taken at that time. Such measures may include a reduction in the size of the working face of the landfill, the use of nets over the working face, or the use of a habitat manipulation and modification program.

24.5 Rodent Control. If waste compaction does not eliminate live rodents from the Landfill footprint, or if rodents (other than small numbers of field mice, etc.) occupy facility landscaping or agricultural areas, the operator shall work with the local enforcement agency to identify the reasons for the presence of rodents and make appropriate changes in operational procedures. If an eradication program is necessary, the use of alternative rodent control

programs such as sustained live trapping using nonpoisonous baits, and natural biological control shall be considered. Anti-coagulants shall be administered by a pest management professional in a manner which minimizes exposure to avian predators. Class 1 pesticides shall not be used.

24.6 Mosquito Control. The Landfill operator shall grade areas within the Landfill property to prevent ponding of water which could harbor mosquitos (except for sedimentation ponds and riparian habitat areas). Sedimentation ponds shall be stocked with mosquito fish unless otherwise specified by the Mosquito & Vector Control District. If a mosquito problem persists, Contra Costa Environmental Health may require the preparation and implementation of additional mosquito control measures, such as spraying of non-toxic larval suppressant.

24.7 Fly Control. The Landfill operator shall limit the size of the working face and shall cover refuse daily in order to prevent fly proliferation. If an eradication program is necessary, the use of a pest-control specialist shall be considered and a plan implemented pursuant to approval by Contra Costa Environmental Health.

## 25. LITTER CONTROL

25.1 Litter Control Objective. The Landfill operator shall manage the facility in a manner which confines litter to the working face of the Landfill, which prevents litter from accumulating another parts of the site, and which prevents litter from being blown off the site.

25.2 Load Covering. The Landfill operator shall implement a program requiring landfill users (customers) to securely containerize their load to avoid littering and exclude uncovered loads from arriving at the Landfill consistent with the requirements of Section 418-2.008 of the County Code. The program shall be subject to the approval of the County Department of Conservation and Development and Contra Costa Environmental Health. See also Condition 7.2.

25.3 Load Cover Enforcement. If routine enforcement of load cover requirements is not effective, the Landfill operator shall offer to contract with the Sheriff's Department to enforce regulations requiring the covering of trucks and trailers.

25.4 Contingency Litter Control. Under windy conditions, the Landfill operator shall cover the refuse with County approved cover materials as often as necessary to control blowing litter. Other options shall be considered as necessary, including the alignment of unloading areas away from the prevailing wind direction, increasing the number of compactors, decreasing

the active face size, and reducing the number of vehicles tipping at one time. The Contingency Litter Control measures shall be contained in the Litter Control and Prevention Program that is subject to review and approval of the Department of Conservation and Development and Contra Costa Environmental Health. Contra Costa Environmental Health shall have the authority to enforce this requirement. See Section 20.8.

25.5 Portable Litter Fences. The Landfill operator shall install portable fencing near the working face of the Landfill to intercept wind-blown debris.

25.6 Permanent Litter Fence. The Landfill operator shall install a permanent fence of wire around the current fill area of the Landfill. The location shall be subject to the approval of Contra Costa Environmental Health.

25.7 On-Site Liter Policing. The Landfill operator shall remove litter from the litter fences and planting screens at least once each day. On-site roads, including 500 feet of Bailey Road south of the site entrance, shall be policed at least daily. Contra Costa Environmental Health may require more frequent policing to control the accumulation of litter.

25.8 Off-Site Litter Policing. The Landfill operator shall provide weekly (or more frequent) litter clean-up along Bailey Road from Highway 4 to at least 500 feet south of the site entrance. Based on experience, the County Department of Conservation and Development or Contra Costa Environmental Health may modify frequency of clean-up and/or area of coverage. If wind-blown litter from the landfill reaches other properties, the Director of Environmental Health or the Director of Conservation and Development may require the Landfill operator to remove the litter and the Director(s) may require the operator to institute additional measures to prevent recurrence of the problem.

25.9 Littering Signs. The Landfill operator shall post signs, as determined necessary by the County Public Works Department, along access roads to the Landfill noting littering and illegal dumping laws. The Landfill operator shall post signs at the Landfill entrance noting the hours when the Landfill is open. The operator should periodically publish these laws and operating hours in mailings to Landfill clientele.

25.10 Clean-Up Bond. The Landfill developer shall deposit a surety bond for $10,000 payable to the County to use for clean-up in the event of emergency or disputed littering or spills.

25.11 Public access. Public access to the landfill shall be prohibited unless such access is provided for special events, such as tours, open house functions or wetland field trips for local schools.

## 26. PUBLIC HEALTH AND SAFETY

26.1 Safety Objective. The Landfill operator shall manage the facility in a manner which does not impair the safety of persons living in its vicinity, Landfill users, or Landfill employees.

26.2 Emergency Plan. The Landfill operator shall prepare an emergency plan specified by the Solid Waste Facilities Permit and approved by Contra Costa Environmental Health. The emergency plan shall include the following:

(a) A fire and explosion component.

(b) A seismic component.

(c) A hazardous waste spills and contamination containment component.

(d) An evacuation component.

26.3 Employee Safety Equipment. The Landfill operator shall provide or require employees to provide safety equipment, such as safety glasses, hard hats, safety shoes, gloves, coveralls, and noise reducers as required by state and federal safety agencies and Contra Costa Environmental Health.

26.4 Employee Training. The Landfill operator shall develop and implement training and subsequent refresher training programs covering accident prevention, safety, emergencies and contingencies ("bad-day" scenarios), gas detection, identification of hazardous materials and ground fissures, first aid, and instruction in the use of equipment. The programs shall be subject to the approval of Contra Costa Environmental Health.

26.5 First Aid Equipment. The Landfill operator shall provide and maintain supplies located in easily accessible areas. The first aid supplies shall be consistent with the Occupational Safety and Health Administration requirements and subject to the approval of Contra Costa Environmental Health.

26.6 Emergency Communications. The Landfill operator shall provide radio phones or telephones for employee use to call for medical and other emergency assistance. Phone numbers to use for outside emergency assistance shall be clearly posted on the Landfill and in other work areas. The communications system shall be subject to the approval of Contra Costa Environmental Health.

26.7 Emergency Eye Baths and Showers. The Landfill operator shall provide facilities for emergency eye baths and emergency showers. The facilities shall be subject to the approval of Contra Costa Environmental Health.

26.8 Equipment Maintenance. The Landfill operator shall prepare and implement an equipment maintenance program which shall be approved by Contra Costa Environmental Health prior to the commencement of operations. The program shall address transfer vehicles and other refuse-conveying vehicles stored on the site as well as the station's refuse-moving vehicles and mechanical equipment. Vehicles and equipment shall be regularly cleaned to reduce the risk of fires.

26.9 Gas Migration Monitoring. The Landfill operator shall prepare and implement a gas migration monitoring program to detect underground gas migration. Landfill buildings and paved areas within 1,000 feet of the Landfill disposal area shall be monitored unless otherwise specified in state regulations. The monitoring program shall be approved by Contra Costa Environmental Health.

26.10 Refuse Cover. See Condition 20.3.

26.11 Load Inspection. See Condition 7.1.

## 27. SITE SECURITY

27.1 Security Objective. The Landfill operator shall manage the facility in a manner which prevents unauthorized persons from having access to the working areas of the Landfill both during and after operating hours.

27.2 Security Fencing. The Landfill developer shall install a security fence around the perimeter of the site with lockable gated entrances and exits. The fence shall be located to minimize its visual impacts. It shall be included in the Development and Improvements Plan.

27.3 Security Staffing. The Landfill operator shall staff the Landfill 24 hours per day. Private security services may be retained when the site is not open to patrol and/or aid with investigating after hours odor complaints (see Condition 20.2) as needed.

27.4 Security Lighting. The Landfill developer shall install and operate adequate lights at the entrance area to the Landfill. The lighting shall be provided in a manner which minimizes glare to nearby residents and road users. The security lighting shall be covered in the Development and Improvements Plan.

## 28. CULTURAL RESOURCES

28.1 Cultural Resource Preservation Objective. The Landfill developer shall construct the facility in such a manner that preserves important archaeological or historic sites.

28.2 Employee Access. Employee access to the buffer area, the Lawlor Creek area, or the sandstone outcrop area shall be limited to duties associated with landfill maintenance. Artifact collection or vandalism in these areas shall be strictly prohibited.

28.3 Archaeology. The Landfill operator shall cease work in the immediate area if buried human remains or archaeological features (e.g., petroglyphs) are uncovered during construction or operation. Work in the immediate area shall cease until a qualified archaeologist is consulted and approves resumption of work. Should human remains which may be of Native American origin be encountered during the project, the County Coroner's Office shall be contracted pursuant to the procedures set forth in the Health and Safety Code. The County Conservation and Development Department shall also be notified.

## 29. TRANSPORTATION AND CIRCULATION

29.1 Traffic Objective. The Landfill operator shall manage the facility in such a manner that provides safe, efficient transport of solid waste, while minimizing impacts to County residents.

29.2 Access Route. Access to the landfill facility shall be via State Highway 4, and Bailey Road unless alternate routes are approved by the County Department of Conservation and Development on an interim basis. No waste-hauling traffic shall be allowed entrance to the landfill from Bailey Road south of the site. The Landfill operator shall specify use of the prescribed route in all user contracts and shall notify non-contract users of the requirement. At the request of the Board of Supervisors, the Landfill Operator shall reimburse the County for the cost of enforcement of this Condition on the access route. The Board of Supervisors may also request the Landfill operator to reimburse the City of Concord for an access control police inspection stop on Bailey Road should it become necessary to enforce this access route condition.

29.3 Landfill Access Road. The Landfill developer shall install a paved, two-lane access road between Bailey Road and the edge of the current working lift of the landfill. A facility parking lot, a bridge across Lawlor Creek, a 12-foot turn-around lane, and parking/turn-off lanes shall be provided. the traffic lanes shall be built to a suitable Traffic Index (between 10.0 and 10.5). The roadway shall be constructed of all-weather driving surfaces of not less than 20 feet of unobstructed width, and not less than 13'-6" of vertical clearance, to all landfill

areas within the site. The road shall not exceed 20% grade, shall have a minimum centerline turning radius of 30 feet, and must be capable of supporting the imposed loads of fire apparatus (20 tons). The access road shall be operational when the landfill opens. All costs shall be borne by the Landfill developer. The design and specifications of the roadway shall be approved by the County Public Works and Conservation and Development Department in consultation with the applicable Fire Protection District.

29.4 Landfill Entrance. The Landfill developer shall construct the Bailey Road entrance to the site in a manner that provides safe access into the landfill. This improvement shall include the following for proper sight distance and intersection design: a separate left turn lane at least 150 feet in length and an acceleration lane, at least 1200 feet in length, leading north on Bailey Road, away from the site. The landfill developer shall also become responsible for a traffic signal at a later date, if warranted. The County Public Works Department shall approve the design of the entrance and estimate its cost. All costs shall be borne by the Landfill developer.

29.5 Bailey Road, Pittsburg city limits to the Landfill Entrance. The Landfill developer shall reconstruct the sections of Bailey Road between the city limits and the landfill entrance. The reconstructed roadway shall provide the sight distance, and roadway geometrics (including shoulder widening) specified by the County Public Works Department for truck use. This shall include two twelve-foot lanes with eight-foot shoulders. These improvements shall be in place prior to commencement of landfill operations. The Landfill developer shall upgrade the pavement capacity to reflect a 20-year life (an estimated Traffic Index of 10.0 - 10.5) along Bailey Road between the Pittsburg city limits and the landfill entrance. The County Public Works Department shall approve the design of the roadway and pavement reconstruction and estimate its cost. All costs shall be borne by the Landfill developer.

29.6 Bailey Road Pavement Study. The Landfill developer shall conduct a study of the Bailey Road roadway from the Pittsburg city limits to the Highway 4 interchange to determine the improvements necessary to re-construct the right hand (outside) traffic lanes of the road to a 20-year pavement standard to be an estimated Traffic Index of 10.0 to 10.5. The County Public Works Department, in consultation with the City of Pittsburg, shall estimate the costs of the improvements, estimate the longevity of the existing roadway under increased traffic conditions, and determine a per-ton refuse disposal surcharge adequate to fund the improvements when reconstruction is necessary. The Landfill operator shall impose the surcharge and pay it quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge and its disbursement shall be approved by the Board of Supervisors.

29.7 Road Maintenance. Subsequent to the funding of the above traffic lane upgrading improvements, the landfill operator shall impose a surcharge for the maintenance of Bailey Road between the Highway 4 interchange and the Landfill intersection. The surcharge shall be estimated by the County Public Works Department in consultation with the City of Pittsburg and shall be based on the landfill's proportionate share of traffic on the road corridor adjusted for vehicle weight and number of axles. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvement, its cost, the surcharge and disbursements from the segregated account shall be approved by the Board of Supervisors.

29.8 Highway 4/Bailey Road Interchange. The Landfill developer shall participate in an improvements district, benefit area, or other cooperative arrangement with the County, the City of Pittsburg, and Caltrans which may be created to improve the Highway 4/Bailey Road Interchange. The developer shall be required to pay an amount for the improvements and maintenance proportionate to the traffic generated by the landfill, adjusted for truck use. If necessary, the developer shall advance the money for the interchange design and improvements. The County Public Works Department shall approve the design of the interchange and estimate its cost. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge, and disbursements from the segregated account shall be approved by the Board of Supervisors.

29.9 Peak Period Traffic Management. The Landfill operator shall prepare a study, in conjunction with the local transfer station(s) serving the landfill, for managing transfer vehicle traffic to reduce peak period conflicts with traffic on Highway 4. The study shall address the restricted departure periods from the Landfill identified in the Environmental Impact Report (6:30 - 8:30 a.m. and 3:30 - 6:30 p.m.) and shall identify any changes to the conditions of approval needed to implement a peak-period traffic reduction program. The study shall be approved by the County Public Works and Conservation and Development Departments and shall be provided with the Development and Improvements Plan. The Director of Conservation and Development has imposed the peak period traffic restrictions identified in a) and b) below. The Director of Conservation and Development may specify any additional peak period traffic restrictions deemed to be warranted. The Landfill operator shall comply with such restrictions, and shall require compliance in contracts with Landfill users.

a) The A.M. peak period departure from the landfill shall commence at 7:10 a.m.

b) A three minute interval shall be maintained between waste hauling vehicles en route to Highway 4 westbound during the period of 7:10 a.m. and 8:30 a.m.

c) Waste hauling vehicles en route to eastbound Highway 4 (the uncongested “reverse commute” direction) may be released without restriction.

29.10 Bicycle and Pedestrian Improvements. The Landfill developer shall incorporate into the Transportation and Circulation Plan a bicycle and pedestrian path system along Bailey Road in the vicinity of the landfill.

## 30. SITE SERVICES AND UTILITIES PLAN

Site Services and Utilities Objective. The Landfill developer shall design, develop and manage the facility in such a manner that services and utilities adequately meet the landfills requirements, while ensuring the protection of site employees, area residents, and the surrounding environment.

30.1 Final Site Services and Utilities Plan. The landfill developer shall prepare and submit a final Site Services and Utilities Plan, and obtain the approval of the County Conservation and Development Department prior to beginning construction. The Site Services and Utilities Plan shall be included in the Development and Improvements Plan. The final Site Services and Utilities Plan shall include:

a) A water service component. (see Condition 30.2)

b) A fire protection component. (see Condition 30.5)

30.2 Water Service Component. The Landfill developer shall prepare and implement a Water Service Component, covering available water resources, estimated total water needs and supplies, landfill construction and operation, landscaping, fire protection, employee hygiene, and human consumption water needs, and water supply sources. Potable water shall be provided for hygiene and consumption. Potable water may be trucked onto the Landfill.

30.3 On-site Water Wells. The Landfill operator shall install wells for water supply with a minimum pumping capacity of 1,000 gallons per minute, or must have on-site storage which produces this capacity. The County Conservation and Development Department and Contra Costa Environmental Health shall be furnished pumping test information which shall be submitted with the Development and Improvement Plan.

30.4 Public Water Supply Option. The Landfill operator may substitute water service from a public water supply system for the use of wells, if arrangements can be made with the Contra Costa Water District and, where applicable with the cities of Concord or Pittsburg. The water supply may be potable or non-potable. Annexation to the Contra Costa Water District probably would be

required, as well as an approval for annexation from the Local Agency Formation Commission, and would have to be obtained prior to the submission of the Water Service Plan as part of the Final Development and Improvements Plan. The size and placement at the water supply line shall be included in the Water Service Plan and shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments.

30.5 Fire Protection Component. The Landfill operator shall develop and implement a Fire Protection Component meeting the requirements of the applicable Fire Protection District to contain and extinguish fires originating on the landfill property and off-site fires caused by Landfill operations. It shall include training for all employees. The program shall be subject to the approval of Contra Costa Environmental Health.

30.6 Fire District Programs. The Landfill developer shall participate in the applicable Fire Protection Districts Benefit Assessment Program and the New Development Fees program.

30.7 Construction Timing. Access roads and water supply systems shall be installed and in service prior to any combustible construction and/or related landfill activity. No construction, excavation, or grading work shall be started on this landfill facility until a plan for water supply system has been submitted to and approved by Contra Costa Environmental Health and the County Conservation and Development Department. Water may be transported onto the site during construction activities, but trucked water shall not be used for ongoing landfill activities.

30.8 On-Site Water Storage. The Landfill developer shall provide an adequate and reliable water supply for fire protection which shall include on-site storage. The storage tank(s) shall have a useable capacity of not less than 240,000 gallons of water and shall be capable of delivering a continuous flow of 1,000 gallons per minute.

30.9 Fire Fighting Water Main. If the Landfill developer exercises the alternative of utilizing public water supply, an above-ground main of sufficient size and quantity shall be provided, which when connected to the respective storage tank, shall be capable of supplying the required portable monitor (see Condition 30.11) with a minimum fire flow of 1,000 GPM delivered to the working face of any open cell in the landfill operation.

30.10 Fire Cover. The Landfill operator shall store a supply of soil nearby the working face to be used for fire suppressant. The adequacy of the cover stockpile shall be determined by Contra Costa Environmental Health in cooperation with the applicable Fire Protection District.

30.11 Fire Fighting Appliance. The Landfill operator shall provide a minimum of one (1) approved portable master-stream firefighting appliance (monitor) located within fifty (50) feet of each working face of any open cell in the landfill.

30.12 Fire Breaks. The Landfill developer shall provide and maintain firebreaks as follows: a) A minimum 100-foot firebreak around the perimeter of each landfill disposal area, b) A minimum 60-foot firebreak around the perimeter of the entire site and around any buildings or similar structures. The firebreaks shall be placed to minimize any adverse visual effects. Their locations shall be subject to the approval of the applicable Fire Protection District. The firebreaks shall be included in the Development and Improvements Plan.

30.13 Fire Extinguishers. The Landfill operator shall provide landfill equipment with fire extinguishers large enough to fight small fires on the equipment or on the landfill. The extinguishers and their distribution shall be subject to the approval of Contra Costa Environmental Health and the applicable Fire Protection District.

30.14 Use of Reclaimed Water for Landscaping. The Landfill Developer shall make every effort to use treated waste water from a district sewage treatment plant for landscape maintenance. The Landfill Developer shall report on this matter to the Conservation and Development Department.

30.15 Equipment and Cleaning. See Condition 20.24.

30.16 Smoldering Loads. The Landfill operator shall check incoming loads and direct vehicles hauling smoking or burning trash to a designated place apart from the current fill area. The loads shall be dumped immediately and the fire extinguished before the waste is incorporated into the fill.

30.17 Emergency Equipment Access. The Landfill operator shall designate access points for local fire protection agency access to all parts of the landfill and routes. The access points shall be included in the Development and Improvements Plan and shall be subject to the approval of the applicable Fire Protection District.

30.18 Smoking Prohibitions. The Landfill operator shall prohibit smoking on the landfill except in designated areas. In no event shall smoking be allowed near the working face of the landfill and the fuel storage area. Signs shall be clearly posted and enforced.

30.19 Toilets. The Landfill operator shall provide portable chemical toilets near the active disposal area for use of workers and drivers. Their placement and maintenance shall be subject to the approval of Contra Costa Environmental

Health.

30.20 On-site Septic System. Septic systems shall be designed to County Department of Health Service Standards, and State Health and Safety Code requirements. The Landfill developer shall pay for any treatment plant fees.

30.21 Sewer Line. In the event that the Landfill developer elects to connect to a sewer line, the developer shall pay for any capacity studies required, and any resultant equipment and/or facilities.

## 31. WASTE REDUCTION AND RESOURCE RECOVERY

31.1 Waste Reduction and Resource Recovery Objective. The Landfill operator shall manage the facility in such a manner that complies with the State's waste management hierarchy of source reduction, recycling and composting, and environmentally safe transformation and land disposal; and that is consistent with the Countywide Integrated Waste Management Plan.

31.2 1990-1995 Resource Recovery Program. The Landfill Operator shall participate with the transfer station(s) operators(s), route collection companies and direct haulers in designing and implementing a resource recovery and recycling program for the service area which is consistent with the goal of diverting 25 percent of all solid waste generated in the County from landfill facilities by January 1, 1995.

31.3 1996-2000 Resource Recovery Program. Prior to 1995, the Landfill operator shall prepare and submit for review and approval by the County Conservation and Development Department a resource recovery and recycling program for the service area covering the period from 1996-2000. This shall be consistent with the Countywide Integrated Waste Management Plan's goal of diverting a total of 50 percent of all solid waste generated in the County from landfill facilities by January 1, 2000.

31.4 Materials Recovery. The Landfill operator shall prepare and implement a Material Recovery Program for recovering recyclable materials (e.g. construction and demolition debris) from refuse loads brought directly to the landfill. The Program shall describe in detail all existing and proposed on-site recovery activities and the associated percent of waste diversion for each, including materials diverted for use as cover, on-site beneficial reuse as well as transported off-site (e.g. biomass facilities). The Program shall include proposed on-site recovery activities intended to handle source separated loads and comingled loads to be sorted on-site to increase diversion, if applicable. The Program shall be consistent with the Countywide Integrated Waste Management Plan. The landfill operator shall record and report the

weight of all material(s) recovered through the Material Recovery Program. Each type of recovered material being diverted must be weighed for reporting purposes. Materials accepted for beneficial reuse or ADC, which are subsequently deemed unsuitable and must therefore be disposed of, shall be weighted and reclassified for the purposes of reporting and fee calculation. Incoming quantities required to be tracked and reported by waste type and jurisdiction of origin, pursuant to Conditions 8.7 and 10.3 must accurately differentiate between the tons disposed, beneficially used on-site or sent off-site. Quarterly disposal reports must also accurately reflect the destination and tonnage of each type of recovered material sent off-site, if applicable. The Program shall be subject to the approval of the County Department of Conservation and Development.

31.5 Composting Project. The Landfill operator shall develop and implement a program for composting organic material. The program may occur at the landfill site, off-site or in coordination with third party(ies), and shall be approved by Contra Costa Environmental Health and the Department of Conservation and Development. The compost shall be used for landfill landscaping, cover material or other approved on-site uses; alternatively, compost can be made available or sold off-site. The purpose of the composting program shall be to implement a cost effective and feasible means of providing adequate local organics diversion capacity through large-scale composting. The composting operations shall be subject to regulatory and permitting requirements enforced by Contra Costa Environmental Health, the Air District and the Water Board. No later than January 1, 2016, the Landfill operator shall submit substantiation that they have applied for the required regulatory approvals (permits) processes necessary to conduct large-scale composting or demonstrate that arrangements are underway to implement an equivalent off-site program. The Landfill operator shall make all feasible efforts to assist the County in ensuring that there will be adequate composting capacity available to readily divert the organics waste stream generated in Contra Costa County which is currently used as Alternative Daily Cover (ADC) prior to the sunset of the ADC diversion credit on January 1, 2020.

31.6 Wood Chipping. The Landfill operator shall establish a program to encourage landscape services and construction/demolition debris haulers to segregate wood material for chipping and diversion from landfill disposal. The program may occur off-site, however unless and until there is on-site recovery (waste diversion as defined in the Integrated Waste Management Act) the Landfill operator shall direct these customers to deliver loads of landscaping and construction/demolition debris to facility(ies) that recover and chip wood material. The program shall be submitted for review and approval by the County Department of Conservation and Development and implemented on

an ongoing basis following approval.

31.7 Methane Recovery. The Landfill operator shall explore the use of methane in landfill gas collected for air pollution reduction as a fuel commodity. The operator shall report findings to the Conservation and Development Department at the time of the landfill's periodic reviews. If there is an economic use found for recovered methane, and if the County subsequently includes the use in its Integrated Waste Management Plan, the Landfill operator shall implement a methane recovery program.

31.8 Equipment Maintenance. The Landfill operator shall maintain motorized landfill equipment to assure maximum fuel efficiency.

31.9 County Resource Recovery Management Program.

a) When directed by the County, the Landfill operator shall impose a tonnage surcharge adequate to support a County Resource Recovery Management Program. The cost of the program to be supported by the surcharge shall not exceed $100,000 at 1987 levels. If other solid waste disposal facilities are subject to this or a similar condition, the County may pro-rate the cost of the program among them according to a formula approved by the Board of Supervisors.

b) As provided for in Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended the collection of this Resource Recovery Management Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 31.9 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d).

31.10 Fund Recovery. The Landfill owner may recover funds provided to the County in advance of the opening of the Landfill through subsequent rate adjustments or surcharges approved by the County. The County may pro-rate the cost of the program among other waste disposal facilities it approves which are subject to similar conditions.

## 32. CONSTRUCTION ACTIVITIES AND CONDITIONS

32.1 Hours of Construction. The Landfill developer shall restrict outdoor construction activities to the period from 8:00 a.m. to 6:00 p.m. Monday through Saturday.

32.2 Exemption. The Landfill developer may request, in writing, and the Director of Conservation and Development may grant, exemptions to Condition 32.1 for specific times for cause. An example is the placing of concrete.

32.3 Access Roads. Before commencing landfilling operations, the Landfill developer shall install and pave the site access road from Bailey Road to the Phase I excavation area (see Initial Facilities Site Plan drawing of the Initial Development and Improvements Plan, Condition 16.1). This installation shall include the new bridge over Lawlor Creek and the turnaround lane. An area which can be used by the California Highway Patrol for vehicle inspection/weighing shall also be constructed.

32.4 Phasing Plan. The Landfill developer shall design a Phasing Plan setting forth a schedule of construction activities and projects, with detailed information provided on sensitive installations such as the landfill liner and the leachate collection and gas management systems. Sensitive installation projects shall be subject to inspection by the Geotechnical Inspector (Condition 23.6). The necessary installations of the Surface Drainage System (Condition 18.2) and Soil Erosion and Control Plan (Condition 18.4) shall be in place before major excavations commence in order to ensure controlled surface water runoff. Sediment in the sedimentation pond shall be monitored to control quality of runoff. Construction activities shall be timed to coincide with the dry season and low surface water flows.

32.5 Unstable areas. Areas determined to be unstable by the Stability Analysis performed for the landfill (condition 18.4) shall be excavated or retaining walls installed under the supervision of a Certified Engineering Geologist or a Registered Geotechnical Engineer.

32.6 Dust Suppression. The developer shall sprinkle or chemically treat graded areas, borrow sites, stock piles, and temporary pavements to control dust, as determined necessary by Contra Costa Environmental Health and the Bay Area Air Quality Management District.

## 33. CLOSURE AND POSTCLOSURE MAINTENANCE

33.1 Submittal of Plan. The Landfill operator shall submit to the San Francisco Regional Water Quality Control Board, the California Department of Resources Recycling and Recovery, and Contra Costa Environmental Health a plan for the closure and the postclosure maintenance of the landfill as required by State law, but no later than upon application for a Solid Waste Facilities Permit. A copy of the closure and postclosure maintenance plan shall be submitted to the County Conservation and Development Department.

33.2 Funding of Closure and Postclosure Maintenance Plan. The Landfill operator shall submit to the Board of Supervisors or California Department of

Resources Recycling and Recovery (CalRecycle) evidence of financial ability to provide for the cost of closure and postclosure maintenance in an amount not less than the estimated cost of closure and 15 years of postclosure maintenance as contained in the submitted closure and postclosure maintenance plan unless otherwise required by the State. Evidence of financial ability shall be in the form of a trust fund approved by the Board of Supervisors in which funds will be deposited on an annual basis in amounts sufficient to meet closure and postclosure costs when needed unless an equivalent financial arrangement is identified as acceptable to the Board of Supervisors. The Board of Supervisors determined that the State required financial guarantees approved and periodically reviewed by CalRecycle are equivalent and therefore adequate to satisfy this condition. The Landfill operator shall maintain a trust fund balance that equals or exceeds the requirements of state law or regulation notwithstanding, however, the trust fund balance shall be at least equal to the then current closure and postclosure cost estimate at such time the landfill has reached one-half of its permitted capacity. The Trust Fund balance requirement shall be appropriately adjusted if the landfill is closed in stages under Condition 33.4.

33.3 Revision to Plan and Cost Estimates. Should State law or regulation regarding the closure and postclosures maintenance plan or funding of the plan change at any time, the owner of the landfill shall submit any required changes to the closure and postclosure maintenance plan and/or evidence of financial ability to the Board at the same time as submittal to the applicable state or regional agency.

33.4 Staged Closure of the Landfill. The landfill owner or operator shall close the landfill in stages if compatible with the filling sequence and the overall closure plan.

33.5 Use of Landfill Following Closure. After active landfill operations have ceased, the site shall be utilized for grazing purposes. The Board may require the owner of the landfill to deed all development rights for the landfill site to the County to ensure fulfillment of this condition.

33.6 Postclosure Maintenance. The Landfill operator shall institute a postclosure maintenance program to ensure that containment and monitoring facilities retain their integrity. If damaged areas are found, the operator shall notify the County and take remedial actions to prevent odor and landfill gas problems.

## 34. ABANDONED VEHICLE STORAGE

34.1 Storage Requirement. The Landfill operator shall provide a minimum 10-acre area on the landfill site for the storage of abandoned vehicles awaiting

salvaging, if required by the Board of Supervisors. The storage site operator shall accept only vehicles directed to the site by a law enforcement agency operating in Contra Costa County, which shall be responsible for the vehicle until its title is conveyed to a salvager. The site would provide storage only; operations of disposing, salvaging, and security of abandoned vehicles shall not be the responsibility of the operator. The site may be subject to further planning and development approvals, and would be subject to the California Environmental Quality Act. The storage of abandoned vehicles shall be subject to conditions set by Contra Costa Environmental Health, and may be subject to the approvals of regulatory agencies having jurisdiction.

34.2 Off-site Storage Option. The Landfill operator may establish the abandoned vehicle storage area at another location, which shall be subject to the approval of the County Conservation and Development Department.

## 35. SPECIAL CONDITIONS OF APPROVAL

35.1 Transportation System Impact Fee. The Landfill operator shall pay to the County of Contra Costa a Transportation Impact Fee of $2.00 per ton of waste received at the Landfill to mitigate the general impacts of the Landfill-generated traffic on the County's road system. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.

☆ ***The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation.***

35.2 Open Space and Agricultural Preservation Fee. The Landfill operator shall pay to the County of Contra Costa an Open Space and Agricultural Preservation Fee of $2.00 per ton on solid wastes received at the Landfill to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.

☆ ***The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation.***

35.3 Property Value Compensation Program. The Landfill operator shall provide funding for the preparation of a property value compensation program study when requested by the County of Contra Costa. The study will address the

means of determining the extent of property value losses or reductions attributable to Landfill impacts, such as aesthetics, noise, traffic, or pollution, and the means of compensating property owners for said losses or reductions. When a compensation program is adopted by the Board of Supervisors, the Landfill developer shall fund it in the manner specified by the Board. If the Board of Supervisors determines that progress on the implementation of a compensation program is not proceeding in a timely manner, the Board may require the use of a facilitator and/or an arbitrator. The fee shall be considered to be a pass-through business cost for the purposes of rate setting.

35.4 Resource Recovery Program Fee.

a) The Landfill developer or operator shall pay to the County of Contra Costa a resource recovery program fee of $200,000 annually, beginning July 1, 1990. The developer or operator shall deposit the monies in a segregated account established by the County. The extent of the fee shall be subject to reconsideration when a franchise or agreement is established for the Landfill. The resource recovery program fee from its inception shall be a pass-through business cost for the purpose of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.

b) As provided for under Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended this Resource Recovery Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 35.4 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d).

35.5 Violation of Prescribed Haul Route. Upon a receiving a written determination from the County that a user of the Landfill has violated Condition 29.2 by using a prohibited access route, the Landfill operator shall impose on that user the sanction that is directed by the County. Such sanction may include a surcharge on the tipping fee, prohibition against accepting waste from that user for a designated period of time, revocation of County refuse-hauling license, or other sanction directed by the County. A system for reporting alleged violation and for monitoring enforcement data shall be established by the County and implemented by the Landfill operator.

35.6 Direct Property Acquisition Study. The Landfill operator shall study the appropriateness of direct acquisition of properties immediately adjacent to the project, and shall fund any acquisition program ordered by the Board of Supervisors. The study shall be consistent with the Environmental Impact Report and shall be completed prior to the issuance of a franchise agreement.

35.7 Adjoining Sites. This permit authorizes the use of the Keller Canyon Landfill site only for its specified waste disposal uses as set forth in these Conditions of Approval, and for no other uses. In particular, during the effective and operative periods of this Permit, the Keller Canyon site covered by this Permit shall not be used to provide access to, or to accommodate in any way the use of, any adjoining property for landfill purposes, unless the County has approved the use of such adjoining property for landfill purposes.

☆ 35.8 Mitigation Fee. The Landfill operator shall pay to the County of Contra Costa a fee, the amount of which may be set by the Board of Supervisors by a Board Order from time to time, which amount shall not be less than $3.00 per ton and shall not be more than $4.00 per ton, on solid waste received at the Landfill. The fee shall be used as directed by the Board in its sole discretion: 1) to mitigate general impacts of the Landfill-generated traffic on the County's road system, 2) to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture, or 3) to mitigate any general impacts of the Landfill upon the surrounding community.

Conditions 35.1 and 35.2 of Land Use Permit 2020-89 are hereby stayed in their operation as long as Condition 35.8 remains in full force and operation. Should Condition 35.8 (or any portion of it) for any reason be set aside or stayed in its operation, then Conditions 35.1 and 35.2 shall be in full force and operation.

☆ ***Condition 35.8 was added when Amendment 1 to Land Use Permit 2020-89 was approved. The Board of Supervisors approved Amendment 1 on November 1, 1994 which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation.***

## 36. LANDFILL GAS POWER PLANT

36.1 Power Plant Design. The design of the Landfill Gas Power Plant project as approved is generally shown on the plans submitted to the Conservation and Development Department on October 16, 2001.

36.2 Ultimate Responsibility. These conditions of approval identify the Landfill Gas Power Plant operator as the party primarily responsible for implementing conditions involving the design, construction, improvements, maintenance and management of the power plant. However, ultimate responsibility for compliance with these conditions lies with the owner of the landfill.

36.3 Keller Canyon Landfill Land Use Permit. The construction and operation of the Landfill Gas Power Plant is also subject to all other conditions in Land Use Permit 2020-89 for the Keller Canyon Landfill, as appropriate.

36.4 Violation/Revocation. The Landfill Gas Power Plant owner and operator shall at all times comply with the provisions and requirements of these Conditions of Approval. A repeated violation of any of these Conditions as a result of the construction or operation of the Power Plant is cause for revocation of the Land Use Permit for the power plant.

36.5 System Safety. Risk of fire (from gas, oil, or electrical sources) shall be controlled through the use of flame sensors, ultraviolet (UV) radiation and methane detectors, and fire extinguishers. These components shall be installed at a minimum, in the power modules, exhaust and cooling packages, and other locations as required by Code.

36.6 Equipment and System Monitoring. Instrumentation shall be provided for all power plant equipment and systems which provide for a fully automated monitoring and warning system. This will include an automated switch to combustion flare if necessary. Additionally, routine monitoring of the gas extraction system and power plant facility shall be performed during normal business hours by at least one on-site operator.

36.7 Engines. Power plant facilities shall use lean burn internal combustion engines to meet BAAQMD regulations for oxides of nitrogen (NOx), carbon monoxide (CO) and volatile organic compounds (VOC).

36.8 Hazardous Materials. Landfill Gas Power Plant operator shall prepare and submit a Hazardous Materials Business Plan for the Power Plant in compliance with requirements of the Hazardous Materials Division of Contra Costa County's Health Services Department.

36.9 Emergency Response. Landfill Gas Power Plant operator shall submit a facility specific Emergency Response Plan and then implement and update as needed, said Plan.

36.10 Notification of Plant Upset or Accidental Release. Landfill Gas Power Plant operator shall notify the Conservation and Development Department immediately of any plant upset or accidental leakage or release of landfill gas. A written report of the cause of any plant upset and the corrective measures taken by the facility operator, shall be provided to the Conservation and Development Department within 72 hours after resolving an emergency.

36.11 Stormwater Pollution Prevention Plan (SWPPP). Landfill Gas Power Plant operator shall implement the Keller Canyon SWPPP (prepared in 1996 and as may be amended from time to time), for water resources protection measures in case of spill of coolant, oil, or other lubricant.

36.12 Facility Design. Power Plant facilities shall be painted Bronze Olive or other suitable color as approved by the Conservation and Development Department. Power Plant operator shall install a perimeter security fence to enclose the power plant.

36.13 Power Plant Landscape Plan. A Landscape Plan for the Power Plant site shall be submitted subject to the approval of the Conservation and Development Department. The location and types of landscaping proposed along the security fence shall be specified.

36.14 Construction. Upon completion of construction, all construction materials, including packaging materials, worker facilities, and debris will be removed from the site. Additionally during construction all excess materials shall be removed periodically, as needed.

36.15 Material Recycling. Whenever feasible, all oils, lubricants, and coolant shall be recycled rather than disposed. Prior to issuance of a building permit, the applicant shall submit a Debris Recovery Plan. Upon completion of construction, the applicant shall submit a Debris Recovery Report.

36.16 Implementation & Compliance Monitoring. The operator shall provide payment for costs associated with the Conservation and Development Department's monitoring of implementation and compliance with these Conditions of Approval.

36.17 Surcharge. A surcharge, if established by the County Board of Supervisors, shall be paid to the County, by the operator, related to the sale of landfill gas or the sale of electricity produced by burning said gas.

## History of Revisions

*7/24/1990 – Original Approval*
*11/1/1994 – Amendment 1 (added COA 35.8)*
*6/25/2003 – Amendment 2 (added Section 36 "Landfill Gas Power Plant" – LP012115)*
*12/16/2014 – Permit Review Modification (modified conditions 20.3, 25.4, and 31.5)*
*9/22/2015 – Permit Review Modification (modified multiple COAs and added COAs 2.3, 8.5, 8.6, 8.7, and 8.8)*

M:\Keller\LUP COAs\KCL-LUPCOA_Modification 9-22-2015.docx

JUNE 13, 2017
PROJECT 623.01.01

MR. LOCHLIN CAFFEY
**KELLER CANYON LANDFILL COMPANY**
901 BAILEY ROAD
PITTSBURG, CALIFORNIA 94565

**RE: SECOND QUARTER 2017 NOISE MONITORING RESULTS, KELLER CANYON LANDFILL**

Dear Mr. Caffey:

The results of the second quarter 2017 noise monitoring program at the Keller Canyon Landfill in Contra Costa County, California are presented in this report. Field Solutions, Inc. conducted the noise monitoring following the work scope described in our January 24, 2017 proposal FS201702.

## BACKGROUND

The Keller Canyon Landfill, located at 901 Bailey Road in Pittsburg, is operated by the Keller Canyon Landfill Company (KCLC). The Landfill is located in a north-south trending canyon in unincorporated Contra Costa County. The vehicular traffic on Highway 4 and local streets (Bailey Road, West Leland, etc.) is the major contributor to the noise environment in the area. Other noise sources include those produced by animal and human activity and aircraft flyovers. The nearest major noise receptor is the residential area to the north and northwest of the site.

Land Use Permit 2020-90 was issued to KCLC on July 24, 1990 by Contra Costa County. Condition of Approval (COA) 21.2 required the development of a noise monitoring program to evaluate landfill operations. Noise criteria, which limit the cumulative hourly average noise levels to 50 A-weighted decibels (dBA) between 7:00 p.m. and 8:00 a.m. and 60 dBA from 8:00 a.m. to 7:00 p.m. on weekdays, were included in the COA. On weekends, the cumulative noise levels are limited to 50 dBA from 7:00 p.m. to 7:00 a.m. and 60 dBA from 7:00 a.m. to 7:00 p.m. In addition, landfill-related trucks are subject to departure restrictions between the hours of 3:30 p.m. to 6:30 p.m. and 7:30 p.m. to 7:10 a.m. during weekdays. On weekends, truck traffic is restricted between the hours of 7:00 p.m. to 7:10 a.m. The landfill is open from 7:00 a.m. to 3:00 p.m. Monday through Saturday and closed on Sundays.

The COA specified noise monitoring at three general locations around the landfill. KCLC developed a noise monitoring program in February 1992 to address the COA requirements. For 2017, monitoring at the three required locations will be performed once every three months over

a 48-hour period beginning at midnight on Friday and ending at midnight on Sunday. Monitoring program procedures and results for second quarter 2017 are presented below.

## FIELD PROCEDURES

Noise measurements were collected over two consecutive days (Friday to Saturday) on June 2 and 3, 2017. Monitoring locations are described below.

- Location 1 - The Oak Hills Apartments about 65 feet from the center of Bailey Road. The sound level meter was placed on the steel fence about 20 feet from the end of the masonry wall. The microphone was placed about 6 feet above ground surface.

- Location 2 - The northern property line of the landfill. An old wind turbine, which was previously used to mark the sampling location, has been removed from the area. The meter was therefore placed on the steel fenceline about 5 feet above ground surface in a creek bed along the northwestern edge of the Landfill property.

- Location 3 – Previous location was at the end of Jacqueline Drive approximately 85 feet south of lamppost #2941. The locked meter housing was vandalized and the meter stolen during the October 2008 and November 2014 monitoring periods. A replacement monitoring location approximately 1,000 feet north of the previous Jacqueline Drive station was selected. The replacement location is inside the landfill's perimeter chain link and barb wire fencing near the discharge point into the sedimentation basin. This location is referred to as the sedimentation basin monitoring location.

Noise data were collected using Larson Davis LDL 720 integrating sound level meters. The meters used meet the ANSI and IEC type 2 requirements described in KCLC's noise monitoring program for sound level accuracy. The 3-decibel exchange rate and A-weighting setting of the meters were used. A-weighting is the accepted standard weighting system for determining total noise levels because it correlates well with the response of the human ear. The meters were placed in locked enclosures while they were being operated to preclude tampering. Microphones were extended from the locked enclosures during operation. Five-inch diameter wind screens were placed over the microphones to minimize air turbulence and positive measurement bias. The meters were calibrated before and after sampling to ensure accuracy.

## RESULTS

Second quarter 2017 noise monitoring program results are presented in Table 1. The table summarizes the noise criteria included in the COA and the measured continuous equivalent energy level (Leq) for each hour of monitoring. The sound level meters recorded the Leq data versus time by direct readout. The Leq is the value of a steady-state sound which has the same A-weighted sound energy as that contained in the time-varying sound. The Leq represents the decibel level of the time-averaged value of sound energy or sound pressure squared. The shaded areas on the table indicate hours when landfill truck traffic is restricted. Overall, the data

collected indicate that landfill operations did not significantly increase the ambient noise levels at the measurement locations during second quarter 2017. The major contributor to the ambient noise levels in the general area appears to be the vehicular traffic on Highway 4 and the local streets around the landfill. Residential activities in the areas where monitoring is conducted also appear to be contributing to ambient noise levels. Monitoring results are discussed below.

The measurements collected during second quarter 2017 indicate that the noise criteria included in the COA are exceeded throughout the day and night at the Oak Hills Apartment/Bailey Road monitoring location. The data reported this quarter for the Oak Hills Apartment/ Bailey Road location are generally consistent with previous monitoring results. Traffic on Bailey Road appears to be the primary source of the noise measured at this location. The highest results at this location are generally recorded during the early morning and evening commute hours when landfill truck traffic is restricted.

There were two exceedences of the noise criteria included in the COA at the sedimentation basin and two exceedences at the north property line monitoring location this quarter during the hours that landfill truck traffic is restricted. The exceedences at these locations occurred during the hour beginning at 7:00 a.m. on both June 2 and June 3, 2017. These exceedences appear to be related to morning activities in the nearby residential areas. Noise from gas plant operations may also be impacting the sedimentation basin location especially during the evening and early morning hours. There were also several exceedences recorded at both the sedimentation basin and north property line monitoring locations this quarter during the evening and early morning hours when the landfill is closed. These exceedences appear to be related to daily activities in the nearby residential areas or are occurring as a result of wind bias.

Thank you for the opportunity to provide the requested services on this project. Please call if you have any questions.

Sincerely,

**FIELD SOLUTIONS, INC.**

Patrick Lacey, CIH
Field Services Manager

Attachments: Table 1 – June 2 and 3, 2017 Noise Monitoring Results

**Table 1**
**June 2 and 3, 2017 Noise Monitoring Results**
**Keller Canyon Landfill Company**
**Second Quarter 2017 Data**

| | | Oak Hills/Bailey Road | | | | Sedimentation Basin | | | | North Property Line | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | June 2, 2017 | | June 3, 2017 | | June 2, 2017 | | June 3, 2017 | | June 2, 2017 | | June 3, 2017 | |
| | Leq[2] Limit | Leq | Exceedance | Leq | Exceedance | Leq | Exceedance | Leq | Exceedance | Leq | Exceedance | Leq | Exceedance |
| 12:00 mdnt | 50.00 | **59.1** | **9.1** | **62.0** | **12.0** | **50.2** | **0.2** | **56.9** | **6.9** | 45.0 | -5.0 | 49.4 | -0.6 |
| 1:00 a.m. | 50.00 | **56.1** | **6.1** | **59.8** | **9.8** | 44.8 | -5.2 | **54.0** | **4.0** | 45.7 | -4.3 | **50.6** | **0.6** |
| 2:00 a.m. | 50.00 | **58.8** | **8.8** | **60.6** | **10.6** | 46.9 | -3.1 | **50.9** | **0.9** | **50.3** | **0.3** | **51.6** | **1.6** |
| 3:00 a.m. | 50.00 | **58.4** | **8.4** | **59.4** | **9.4** | 44.5 | -5.5 | **51.5** | **1.5** | 50.0 | 0.0 | 49.4 | -0.6 |
| 4:00 a.m. | 50.00 | **59.3** | **9.3** | **59.5** | **9.5** | 48.8 | -1.2 | **52.9** | **2.9** | 49.2 | -0.8 | **50.1** | **0.1** |
| 5:00 a.m. | 50.00 | **63.8** | **13.8** | **61.6** | **11.6** | **50.3** | **0.3** | **53.0** | **3.0** | 48.7 | -1.3 | **50.2** | **0.2** |
| 6:00 a.m. | 50.00 | **68.6** | **18.6** | **64.9** | **14.9** | **50.7** | **0.7** | **52.2** | **2.2** | 49.4 | -0.6 | **50.5** | **0.5** |
| 7:00 a.m. | 50.00 | **70.3** | **20.3** | **67.0** | **17.0** | **51.7** | **1.7** | **53.2** | **3.2** | **50.7** | **0.7** | **51.8** | **1.8** |
| 8:00 a.m. | 60.00 | **69.3** | **9.3** | **68.0** | **8.0** | 51.3 | -8.7 | 53.9 | -6.1 | 50.2 | -9.8 | 52.8 | -7.2 |
| 9:00 a.m. | 60.00 | **68.4** | **8.4** | **68.7** | **8.7** | 50.2 | -9.8 | 52.4 | -7.6 | 48.0 | -12.0 | 51.2 | -8.8 |
| 10:00 a.m. | 60.00 | **68.1** | **8.1** | **68.5** | **8.5** | 48.2 | -11.8 | 52.2 | -7.8 | 45.9 | -14.1 | 46.2 | -13.8 |
| 11:00 a.m. | 60.00 | **68.3** | **8.3** | **68.3** | **8.3** | 47.7 | -12.3 | 52.4 | -7.6 | 44.1 | -15.9 | 45.0 | -15.0 |
| 12:00 noon | 60.00 | **69.1** | **9.1** | **68.4** | **8.4** | 48.6 | -11.4 | 52.7 | -7.3 | 45.0 | -15.0 | 45.0 | -15.0 |
| 1:00 p.m. | 60.00 | **68.8** | **8.8** | **66.7** | **6.7** | 49.4 | -10.6 | 52.3 | -7.7 | 45.8 | -14.2 | 45.4 | -14.6 |
| 2:00 p.m. | 60.00 | **68.3** | **8.3** | **66.5** | **6.5** | 50.1 | -9.9 | 52.3 | -7.7 | 45.5 | -14.5 | 45.5 | -14.5 |
| 3:00 p.m. | 60.00 | **67.6** | **7.6** | **66.7** | **6.7** | 49.8 | -10.2 | 56.3 | -3.7 | 44.5 | -15.5 | 46.4 | -13.6 |
| 4:00 p.m. | 60.00 | **67.7** | **7.7** | **66.4** | **6.4** | 51.4 | -8.6 | 53.0 | -7.0 | 45.9 | -14.1 | 45.2 | -14.8 |
| 5:00 p.m. | 60.00 | **68.1** | **8.1** | **66.6** | **6.6** | 52.0 | -8.0 | 50.1 | -9.9 | 46.3 | -13.7 | 45.4 | -14.6 |
| 6:00 p.m. | 60.00 | **67.3** | **7.3** | **65.8** | **5.8** | 52.4 | -7.6 | 51.0 | -9.0 | 46.3 | -13.7 | 45.6 | -14.4 |
| 7:00 p.m. | 50.00 | **66.4** | **16.4** | **66.0** | **16.0** | **51.8** | **1.8** | **51.4** | **1.4** | 45.9 | -4.1 | 46.5 | -3.5 |
| 8:00 p.m. | 50.00 | **65.7** | **15.7** | **65.0** | **15.0** | **52.5** | **2.5** | **57.0** | **7.0** | 47.9 | -2.1 | **50.9** | **0.9** |
| 9:00 p.m. | 50.00 | **65.2** | **15.2** | **66.6** | **16.6** | **55.7** | **5.7** | **53.7** | **3.7** | 48.5 | -1.5 | **51.3** | **1.3** |
| 10:00 p.m. | 50.00 | **64.7** | **14.7** | **64.2** | **14.2** | **55.1** | **5.1** | **53.7** | **3.7** | 47.4 | -2.6 | **50.6** | **0.6** |
| 11:00 p.m. | 50.00 | **63.4** | **13.4** | **62.7** | **12.7** | **51.1** | **1.1** | **52.6** | **2.6** | 47.0 | -3.0 | **50.9** | **0.9** |

Notes

1. Shaded areas on the table indicate truck-restricted hours. Trucks accessing the Keller Canyon Landfill are subject to departure restrictions between the hours of 3:30 to 6:30 p.m. and 7:30 p.m. to 7:10 a.m. on weekdays. Truck traffic is restricted between 7:00 p.m. and 7:10 a.m. on weekends.
2. Leq = A-weighted equivalent sound level (in decibels). The equivalent sound levels listed are the single values of a sound level for a one-hour interval, which includes all of the time-varying sound energy in the one-hour measurement period.

Lisa Della Rocca
209 Havenwood Circle • Pittsburg, CA 94565-7363 • Phone: • 925.698.1551

CONTRA COSTA
COUNTY

2017 OCT 25 A 11:29

DEPARTMENT OF
CONSERVATION
AND DEVELOPMENT

Date: October 25, 2017

Contra Costa County Planning Commission
30 Muir Road
Martinez, California 94553

**Re: Agenda Item: 7a: Keller Canyon Landfill Land Use Permit Review**

Dear Members of the Contra Costa County Planning Commission:

I am a resident of the City of Pittsburg and I use Bailey Road, the main thoroughfare for accessing KCL, as part of my daily commute. I also frequent the Safeway shopping center at the intersection of Bailey Road and Leland, which, until recently, had a growing seagull problem associated with KCL.

Please accept the following comments with regard to the Staff Report prepared by the Contra Costa County ("County") Department of Conservation and Development ("DCD") for Agenda Item 7a regarding Keller Canyon Landfill ("KCL") Land Use Permit ("LUP") Review for the meeting of the Contra Costa County Planning Commission (the "Commission") scheduled for October 25, 2017 ("Staff Report").

I would first like to say that I don't object to the Commission's approval of KCL's current permit review. However, I want to share my experience and observations about the facility, as a Pittsburg resident, with the Commission. Although the Staff Report describes the operation of KCL as in compliance with its permit requirements there are a number of concerns regarding KCL's operation, which should be considered moving forward.

Bearing in mind, unless you or the Contra Costa County Board of Supervisors ("Board") directs otherwise, that the next permit review for KCL is not expected to occur for another three years, it is important that County set up KCL's operation so that it can be successful, minimize its environmental impacts, and contribute to the achievement of County waste management objectives. With that in mind, issues that should be discussed and address by County include, but are not necessarily limited to, the following:

**Restrictions on KCL's acceptance of directly haul waste loads, per Conditions 8.5-8.8 of KCL's LUP, have benefited the surrounding community and should not be undermined**

As the Commission is aware, on September 22, 2015 the Board approved a set of conditions to KCL's LUP limiting the direct haul of materials that would be potentially recovered if first delivered to a transfer station (Conditions 8.5-8.8) ("Direct Haul Conditions").

On March 22, 2017, the Direct Haul Conditions took effect and KCL has been in compliance ever since, according to the Staff Report. Since that time, residents of the City of Pittsburg, including me, have noticed that the odor from the landfill considerably diminished and/or abruptly ceased. Similarly, the vast numbers of seagulls in and around the Keller Canyon area, including the aforementioned Safeway shopping center, essentially ceased since compliance with the Direct Haul Conditions.

The Staff Report notes that no odor complaints were received during the period of May 1, 2017 through August 30, 2017. In addition, facility inspection reports, prepared by Contra Costa County Environmental Health Local Enforcement Agency ("LEA"), from March through August of 2017 indicate that odor complaints regarding KCL started to decline in March of 2017 and stopped altogether in about May of 2017. These reports show that that there have been approximately 4 months with no odor complaints received by LEA regarding KCL, with the initial decrease in odors occurring in March of 2017 (the month that the Direct Haul Conditions took effect).

From my, and my neighbors', perspective, the Direct Haul Conditions have had a positive impact on our quality of life. Our concern going forward is that future developments in facility operations might see the return and even the increase of directly hauled materials to the landfill, which in turn would bring back the terrible odor problems we have had to endure, as well as the seagulls.

The restrictions on the acceptance of directly hauled materials at the landfill have already resulted in an immediate benefit to the surrounding community, in the form of the halt of odor issues and seagulls. There are likely other benefits that have yet to be identified, such as a decrease in traffic to and from the facility—something I've noticed personally, a decrease in air quality issues associated with large trucks, and a decrease/halt to other problems. It would be a huge step backwards, in terms of addressing the impacts of the facility on the lives of the surrounding communities, if the landfill were ever to be allowed to resume accepting directly hauled waste loads for onsite processing.

I strongly urge the Commission to take every action available to continue to restrict the direct haul of wastes to KCL permanently.

**County should evaluate what happened to the materials affected by the Direct Haul Conditions**

An issue that has not been addressed in the Staff Report, and which troubles me, is what happened to materials affected by the Direct Haul Conditions. Presumably, all waste loads containing materials that cannot be directly hauled would have been redirected to transfer stations for processing and recovery. However, the Staff Report doesn't specifically address what's happened to the material that used to be directly hauled.

It should be of great interest to County and its residents, as it is to me, to understand the effects that the Direct Haul Conditions have had on the waste stream. A major consideration for the imposition of the Direct Haul Conditions was that they would help to minimize the amount of waste that is disposed at KCL, which in turn would extend the life of the landfill and hopefully eliminate, any need for expansion. In addition, the Board's approval of the Direct Haul Conditions sparked a lot of controversy and drama.

It is important to understand the effects that the Direct Haul Conditions have had on minimizing the amount of waste being landfilled so that the effectiveness of the conditions can be considered and the County can make informed decisions about future landfill expansion proposals and programs.

In particular, KCL has expressed a desire to expand its facility and possibly construct a Construction and Demolition ("C&D") waste processing operation onsite. I firmly believe that KCL's proposed expansion of its landfill and operations would result in a detriment to the quality of life in surrounding communities, including an increase in green house gas emissions and an overall devaluation of our homes. We as a community want to insure that materials are being appropriately diverted, so that the landfill does not expand unnecessarily. Right now, our only assurances regarding proper diversion come from KCL, who are both the owner of the landfill and the hauler. It is, therefore, very important that the County evaluate whether the Direct Haul Conditions have had the intended effect of minimizing the amount of waste landfilled and evaluate whether further conditions are needed.

I strongly urge the Commission to direct staff to look at these issues and either report back or present its findings to the Board for review and consideration.

I look forward to having these matters discussed moving forward. Thank you for your consideration of my concerns.

Sincerely,

*Lisa Della Rocca*

# Contra Costa County

# KELLER CANYON LANDFILL

## VOLUME 1

# Draft Environmental Impact Report

**October 1989**

State Clearinghouse
89040415

only partial site views from Willow Pass Road are from the north side of the street across from Anuta Park (Figure 3.21, Photo J). Homes and trees provide effective screening along the street itself. Some views of the highest elevations in the southern portion of the site can be seen from selected locations along north-south tending streets such as Loftus Road.

Impacts and Mitigation Measures

The proposed project would significantly alter the visual character of the site by filling in an existing canyon with landfill material and soil cover, by the presence of trucks and large earth-moving and compacting equipment which would be operating on the site during the 30 year life of the project, by removing several large trees and the predominantly grass cover on the area of disturbance on the site, and by constructing roads to accommodate truck traffic into and out of the active landfill area. Landfill activities, such as the dumping of waste material and operations involving compacting and covering waste material would not be visible to the public. Initial construction activities, including grading and construction of the access road and administrative facilities would be visible from Bailey Road. Construction of the toe berm and truck activity on the access road on the north side of the berm would be visible from the north on Jacqueline Drive and from various viewpoints throughout the City of Pittsburg. Berming on the outside of the toe berm access road has been proposed by the Applicant to conceal truck views. The visibility of project operations and landfill areas from various locations is described below. Visual impacts would depend upon the distance and elevation of the viewer, the presence of intervening terrain, structures, and vegetation, and the effectiveness of elements proposed for screening such as vegetation and berming.

The Applicant proposes to contour all berms with a smooth rounded surface which would resemble the nearby hills in appearance. Revegetation of all berms would occur as soon as possible, but no later than the first growing season after construction. Figure 3.22 illustrates the construction sequences for visual/noise berms. That feature of the proposed project which would have the most significant impact on the

greatest numbers of people would be the toe berm constructed at the northernmost edge of the area of disturbance. The impacts of this berm are discussed under Impact 1, below.

The Applicant controls by option agreement 1,036 acres of land east of the primary project area. This land would be reserved for open space and agricultural uses and would be part of an area to be enhanced by the Applicant for grazing. In addition, 82 acres west of Bailey Road and 123 acres east of Bailey Road and south of existing development would also serve as buffer areas. Development would not occur in these areas.

Project plans also include the enhancement of Lawlor Creek which in addition to being a beneficial impact of the project would also, with growth of vegetation through time, become a visual buffer for views from Bailey Road and West Leland Avenue.

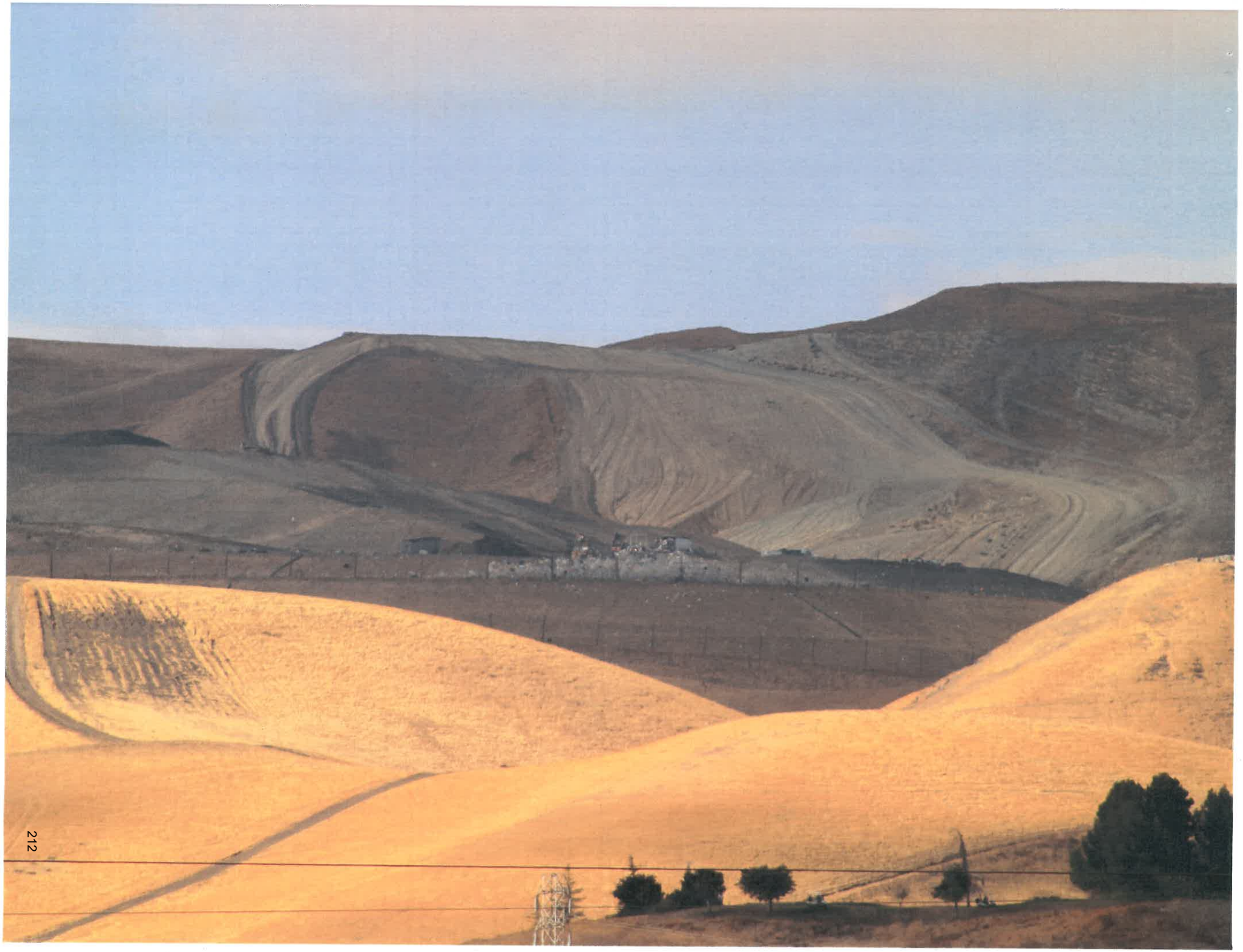
*Impact 1 - Alteration of Topography*

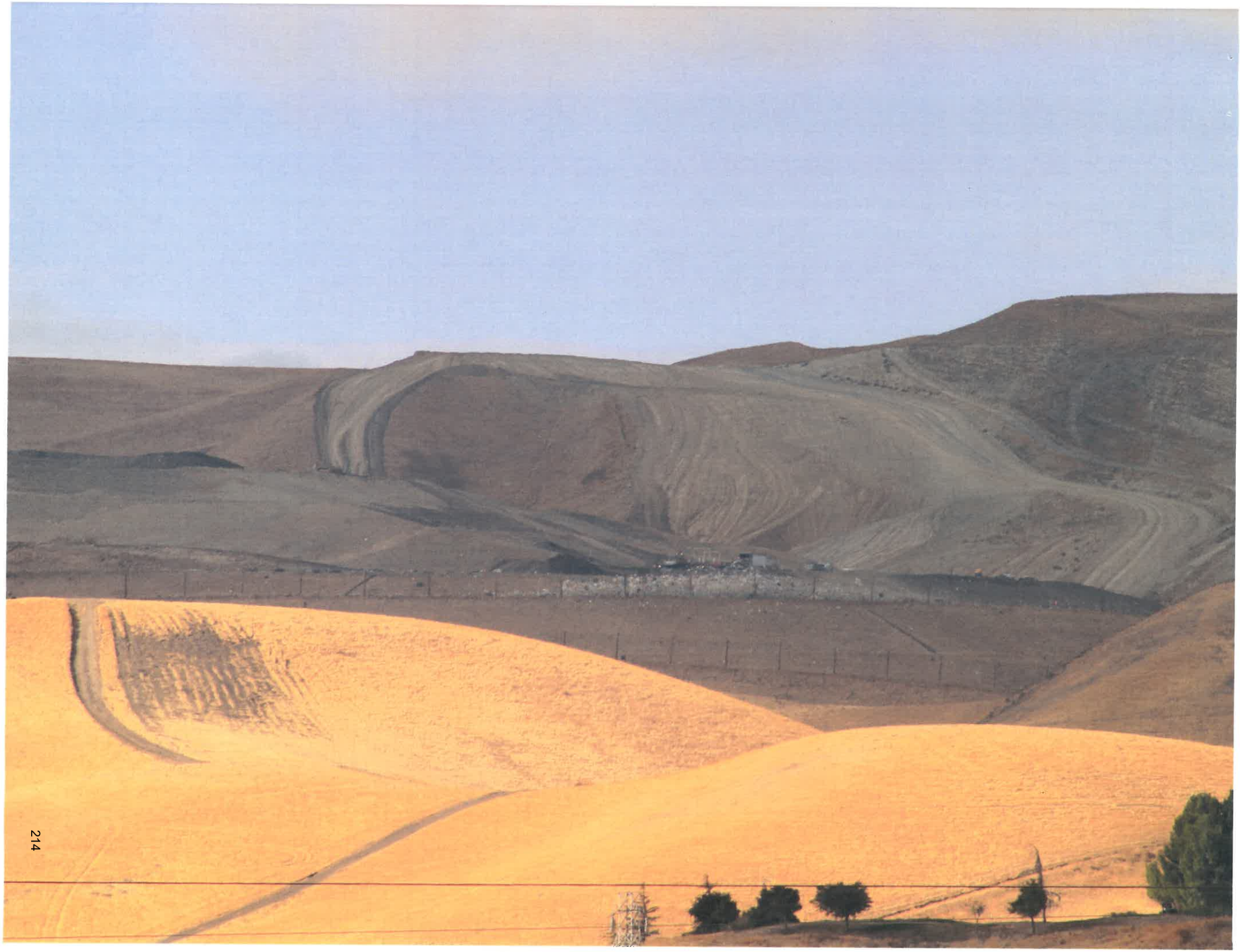
Landfill operations would significantly alter the existing topography of the area of disturbance by filling an existing canyon with compacted landfill.

This impact is significant and cannot be mitigated to a level of insignificance. The only visible aspect of the landfill operations to the majority of people living or traveling north of the site would be the construction of the toe berm proposed at the northernmost portion of the area of disturbance, and views of the berm after construction. This toe berm would be constructed with a floor elevation of 350 feet. Upon completion, it would have an elevation of 600 feet above mean sea level. The phasing of berm construction would be as follows: a) after the first year of construction activity prior to any waste placement, the berm would have an elevation of 425 feet; b) 1.7 years after waste placement has begun, the elevation of the berm would be 475 feet; c) six years after construction began the berm would have an elevation of 600 feet and a notch (to allow for drainage) would be visible in the berm; d) by years 8 to 10, the berm would be completely constructed with the notch filled in. Although the berm would be constructed in 12 foot lifts, the outer face of the berm would be smooth and rounded to reflect the appearance of

the surrounding hillsides. The toe berm would be revegetated as it is built, with revegetation occurring the first growing season after construction. After the first year of construction, up to the sixth year when this berm is completed, that portion of the berm which would be without vegetation would be the newly-constructed top 25 to 30 feet. Once the berm has been constructed and revegetation is completed the only landfill operation which would be visible would be trucks traversing the north face of the berm on an access road which would lead over the top of the berm into the active areas of waste placement. The Applicant has proposed berming the road to eliminate views of truck traffic. Nevertheless, views of the berm would have significant impacts on viewers north of the project area. The visual impacts of berm construction and views of the berm at buildout would be most significant for viewers south of Bailey Road. As stated in the Setting section, these views would occur predominantly in streets and parks, since few homes have direct views of the project area. The impacts of toe berm views would decrease somewhat with viewer distance from the site but would still be considered significant in intermediate and distant views (for example, from Willow Pass Road).

To visually portray the impacts of landfill construction on views from north of the site looking south, the applicant's consultant prepared a series of photo montage perspectives of four phases of project development from thirteen viewpoints within the City of Pittsburg. The complete visual analysis can be reviewed by the public at the Contra Costa County Community Development Department. Four viewpoints are included in this section to illustrate the potential impacts of the project on City residents. The photographs were taken with a lens which most closely approximates the human eye, and which does not distort vertically or horizontally. The reader should be aware, however, that although the photographs are intended to result in minimal distortion of depth, they are displaying a 3-dimensional scene miles deep on a flat surface. Data on existing site topography was input into a computer to produce a base terrain model. This information was overlaid with information on the height and configuration of the proposed toe berm to produce perspective drawings showing the project from many viewpoints.





## David Brockbank

**From:** Hiliana Li
**Sent:** Wednesday, November 01, 2017 9:39 AM
**To:** Deidra Dingman; David Brockbank
**Cc:** Aruna Bhat
**Subject:** FW: Dec 6th Public Hearing 'Keller Canyon'
**Attachments:** Screenshot 2017-11-01 at 8.15.33 AM.png; Screenshot 2017-11-01 at 7.55.00 AM.png; Screenshot 2017-10-30 at 7.43.01 PM.png; Screenshot 2017-11-01 at 8.23.17 AM.png

**From:** jennette borcic [mailto:jenborcic@yahoo.com]
**Sent:** Wednesday, November 01, 2017 8:41 AM
**To:** Hiliana Li <Hiliana.Li@dcd.cccounty.us>
**Subject:** Re: Dec 6th Public Hearing 'Keller Canyon'

Not sure if the is the right place to send information to be reviewed prior to the next public hearing on Dec 6th. Please direct me where to send information in the future.

The attached are photos of 7pm October 30th after a very windy day. After laying down a top cover on the garbage, instead of cleaning the fences before they left for the day, Keller Canyon went home without caring what we had to see.

To their credit - they did start cleaning the fences the next morning but they still left a mess at the end of the next day.

Thank you for reviewing and considering the mess, odor, sound nuisance and dust we deal with as neighbors of the landfill. Than have the ability to move to opposite side of that hill.

Jen Borcic
2252 Jacqueline Drive, Pittsburg, CA

7pm on windy day
10/30/17
looking up from
Jacqueline Drive

After full day of
zero wind 10/31/17

**City of Pittsburg**
65 Civic Avenue • Pittsburg, California 94565

November 21, 2017

Contra Costa County Planning Commissioners
30 Muir Road
Martinez, CA 94553
Attn: Duane Steele, Chair

Subject: Keller Canyon Landfill Company, County File #LP89-2020, Land Use Permit Review, October 25, 2017 and December 6, 2017

Chairman Steele and County Planning Commissioners,

The City of Pittsburg respectfully requests that the following is added to the record as part of the County Planning Commission's Land Use Permit (LUP) review for the Keller Canyon Landfill (dump). The City of Pittsburg has been adversely impacted for many years by the placement and operation of the dump in the pristine hills above our residents. The recent impacts, however, have been unprecedented and grossly irresponsible.

1. Visual Impact

   Regulatory Obligation: According to the Keller Canyon Landfill Environmental Impact Report (EIR), "Most of the area proposed for actual landfill operations is not visible." Page 1-139; Impacts and Mitigation Measures. "Landfill activities, such as the dumping of waste material and operations involving compacting and covering waste material would not be visible to the public." "Berming on the outside of the toe berm access road has been proposed by the Applicant to conceal truck views." Page 3-148 "No waste placement would be visible." "The toe berm would block all views of the waste placement but would be a major change in the views of the site from the north." Page 3-152; "To effectively screen views of trucks on the berm, the applicant has proposed constructing benches wide enough to accommodate a berm on the north side of the truck access road. The berm should be at least 15 feet high to eliminate views of truck traffic, and should be vegetated with the same species of grasses for the toe berm so that it retains the same color." Page 3-159

   The LUP dated July 24, 1990, with last Permit Review Modification September 22, 2015, Section 22. Visual Quality; 22.1 "The landfill developer shall construct and operate the facility in such a manner that the high visual value of the surrounding area is maintained." 22.3 Toe Berm. "The toe berm shall be contoured to blend with the existing topography. It shall be designed to screen the landfill access road. It shall be revegetated immediately with native grasses and other vegetation to blend in with the surrounding area."; 22.4 Mitigation Berms. "The Landfill developer shall install landscaped mitigation berms (lift-level peripheral berms) at the face of each lift in areas visible of the landfill site, before beginning refuse disposal on the lift. The berm shall be landscaped to blend in with the terrain." 22.7

Jacqueline Drive Terminus. "The north terminus of Jacqueline Drive shall be landscaped, with native species, to shield near-views of the toe berm." "The outside access road berm shall be a minimum of 15 feet high to shield transfer truck traffic and noise."

Actual Condition: Pictures (attachment 1) taken on April 20, 2017 and October 24, 2017 and distributed to the County Planning Commission on October 25, 2017, vehicles can be seen from Pittsburg City Hall.

Assessment: The dump and its operator have failed to comply with the EIR, CEQA, and are in violation of the LUP.

2. Odor

Regulatory Obligation: The LUP, Section 20.2 Odor Containment, states "The Landfill operator shall operate the Landfill in a manner that prevents odors from being detected off-site, pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District." 20.4 Odoriferous Loads. "The Landfill operator shall identify potentially odoriferous loads prior to acceptance and make any arrangements needed to ensure that disposal of odoriferous loads is managed to avoid off-site detection, which may involve covering such incoming loads immediately."

Actual Condition: From October 2016 through December 2016, Republic Waste Services in West Contra Costa failed to properly handle and manage its compost facility. After numerous complaints, Republic elected to relocate its failed and soured compost material mostly to the dump at Keller Canyon. Subsequent to the relocation, oppressive smells emanated over 3 miles to Pittsburg's downtown.

Assessment: The dump and its operator are in violation of the LUP.

3. Litter on Truck Route

Regulatory Obligation: LUP states, 25.2 Load Covering. "The Landfill operator shall implement a program requiring landfill users (customers) to securely containerize their load to avoid littering and exclude uncovered loads from arriving at the Landfill consistent with the requirements of Section 418-2.008 of the County Code. The program shall be subject to the approval of the County Department of Conservation and Development and Contra Costa Environmental Health."

Actual Condition: City staff observed on October 25, 2017 at 12:09 pm litter spewing out of a Republic transfer truck (#6618) driving eastbound onto the freeway and reported said condition to the County Planning Commission that evening. This is but one of several occurrences.

Assessment: The dump and its operator are in violation of the LUP.

4. Litter on Community

Regulatory Obligation: LUP states, 25.8 Off-Site Litter Policing. "The Landfill operator shall provide weekly (or more frequent) litter clean-up along Bailey Road from Highway 4 to at least 500 feet south of the site entrance. Based on experience, the County Department of

Conservation and Development or Contra Costa Environmental Health may modify frequency of clean-up and/or area of coverage. If wind-blown litter from the landfill reaches other properties, the Director of Environmental Health or the Director of Conservation and Development may require the Landfill operator to remove the litter and the Director(s) may require the operator to institute additional measures to prevent recurrence of the problem."

Actual Condition: Litter is blowing into the adjacent neighborhood from the dump.

Assessment: The dump and its operator are in violation of the LUP.

5. Vector/seagulls

Regulatory Obligation: According to the Keller Canyon Landfill Environmental Impact Report (EIR), "Gulls are noisy, may spread contaminated food on or near the landfill, and may defecate on nearby properties." Page 3-201;

The LUP states, 24.1 Bird and Vector Control Objective. "The Landfill operator shall manage the facility in such a manner that prevents and controls the attraction and/or generation of birds and vectors at the site."; 24.4 Bird Control. "If birds become a problem at the Landfill in the judgement of Contra Costa Environmental Health, the Landfill operator shall institute a contingency bird control program." "Such measures may include a reduction in the size of the working face of the landfill, the use of nets over the working face, or the use of a habitat manipulation and modification program."

Actual Condition: The City is receiving many complaints about seagulls at the Safeway Shopping Center on Bailey Road with residents' cars being defecated on as well as on them. The owner of the shopping center has contacted the City regarding the seagulls as their rooftops are now filled with excessive droppings that are becoming a health hazard. The flock can be seen flying over the McDonalds on Bailey Road and moves as far east as the Mi Pueblo Shopping Center.

Assessment: The dump and its operator have failed to comply with the EIR, CEQA, and are in violation of the LUP.

5. Emissions/Dust

Regulatory Obligation: According to the Keller Canyon Landfill Environmental Impact Report (EIR); Fugitive Dust. "Without control measures this would be a significant level of emissions." Mitigation Measures. "Unpaved roads would be watered, and when appropriate during dryer seasons, a mixture of magnesium chloride and water, which does not pose air quality hazards, would be applied to form a thick crust."

The LUP states, 20.5 Dust Suppressants. "The Landfill operator shall apply water or proven environmentally safe dust suppressants at least twice daily to working faces of the landfill, unpaved access roads, storage pile disturbances and construction areas as determined to be necessary by Contra Costa Environmental Health. Contra Costa Environmental Health may require sprinklering more frequently for control of particulates."

Actual Condition: Residents at the KCL Permit Hearing October 25, 2017 testified of these significant dust issues. Photos presented by staff on October 25, 2017 Public Hearing showed dust emissions.

Assessment: The dump and its operator have failed to comply with the EIR, CEQA, and are in violation of the LUP.

7. Noise

Regulatory Obligation: According to the Keller Canyon Landfill Environmental Impact Report (EIR) "Transfer vehicles should be equipped with proper noise suppressors. If complaints are prevalent, Contra Costa County should ask the California Highway Patrol for muffler enforcement."

LUP 21.6 Truck Noise Suppression. "The Landfill operator shall require transfer trucks and other waste hauling vehicles using the facility to be equipped with factory approved noise suppression equipment, including engine compartment insulation. The Landfill operator shall request the California Highway Patrol actively enforce muffler and vehicle noise standards as required in the California Vehicle Code if, for any reason, noise from heavy trucks becomes a source of complaints in the project area, whether project related or not. Transfer trucks and other waste hauling vehicles with faulty mufflers shall be denied access to the landfill after one warning by a landfill operator at the landfill entrance."; 21.7 Landfill Vehicles. "The Landfill operator shall provide Landfill equipment with the best available noise suppressing equipment to minimize sound generation."

Actual Condition: Residents at the KCL Permit Hearing October 25, 2017 testified regarding significant noise issues impacting everyday activities.

Assessment: The dump and its operator have failed to comply with the EIR, CEQA, and are in violation of the LUP.

8. Communication

Regulatory Obligation: According to the Contra Costa County Board of Supervisors Recommended Action, dated April 11, 1995, "(3) Direct all county staff to automatically notify the City of Pittsburg and the Bay Point Municipal Advisory Council of applications for special waste or any changes in operating conditions or permit conditions and all matters related to Keller."

Actual Condition: The City of Pittsburg was not notified of the transfer of pungent and failed compost to the dump from Republic Services Facility in West Contra Costa County.

Assessment: The dump and County have failed to abide by the direction of the Board of Supervisors.

Action Items

Due to the many issues that require clarification and enactment for compliance purposes with the EIR, CEQA and LUP, the City request the following:

- All 8 items noted above are immediately brought into compliance.

- The City would like to request, considering all the issues raised in this letter and by residents at the Public Hearing on October 25, 2017, that the County on-line reporting system add categories for litter, traffic, noise, odor, seagulls/vector and dust as well as another category to document these items as part of the KCL LUP Review and potential future new LUP for Keller Canyon Landfill. In addition, notices need to be sent to all residents in the 94565 zip code about the on-line reporting service with the ability to report all issues concerning the dump so that a better and more accurate representation of these impacts are documented and responded thereto.
- The KCL LUP permit, with all the impacts noted in this letter, in addition to comments and complaints by residents at the Public Hearing and formally filed with County staff, should be reviewed annually until substantial improvements have been implemented and documented. At that time, the City requests that County staff consult with City staff about modifying the review timeline.
- The City would also request that the operation on the face of the hillside be discontinued and abandoned and moved to the back of the canyon to alleviate the gross negative impact experienced at this present time. The present location and operational methods contradicts the EIR document about trucks, noise, dust and operations not being visible.
- The City requests complete details on the materials entering the dump be provided on the County website, including number of trucks per day, number of tons per day, number of tons eligible for fee assessment per day, amount of assessment generated per day, number of tons not eligible for fee assessment per day, amount of assessment lost due to non-assessment per day, and type of waste product (description and amount) of not eligible fee waste per day (including but not limited to beneficial reuse).

The lack of controls and mismanagement by the dump's operator is of a significant concern to the City of Pittsburg. The County Planning Commission is given responsibility to review the dump's land use permit to ensure the health, safety, and welfare for all residents in the County. The City of Pittsburg appreciates this opportunity to comment onto the record regarding this matter.

Respectfully,

Joseph Sbranti
City Manager

cc. City Council
Garrett Evans, Assistant City Manager
Laura Wright, Environmental Affairs Manager
Federal Glover, Board of Supervisors, 5th District

Attachments

SAN FRANCISCO BAY NATIONAL WILDLIFE REFUGE COMPLEX

Tideline

SPRING 2017
Volume 40, Number 1

Antioch Dunes / Don Edwards / Ellicott Slough / Farallon Island / Marin Islands / Salinas River / San Pablo Bay

# California Gull Diet, Movements, and Use of Landfills in San Francisco Bay

***By Dr. Josh T. Ackerman and Dr. Sarah H. Peterson***

The California gull breeding population in San Francisco Bay has increased from just 24 individuals in 1980 to more than 53,000 today (based on annual counts made by the San Francisco Bay Bird Observatory). Expanding gull populations can sometimes be problematic for humans and wildlife, and consequently gulls are often actively managed, employing techniques such as hazing or culling.

Population increases of many gull colonies have been attributed to the availability of food subsidies from human sources, particularly those from landfills. The U.S. Geological Survey recently evaluated the influence of landfills on California gull diet and movements in San Francisco Bay at three of the largest breeding colonies. These breeding colonies comprise nearly 99% of all California gulls nesting in the Bay.

Using radio telemetry, we tracked 108 California gulls (Figure 1), recorded more than 7,000 locations, and obtained more than 1 million detections at automated data logging systems placed at each of the two main landfills in the South Bay (Newby Island Landfill and Tri-Cities Landfill), and the three main breeding colonies at Pond A6, Coyote Hills, and Mowry in 2007 and 2008 (Figure 2).

The vast majority of gulls were located within four miles of landfills throughout the breeding season, with post-breeding gulls located substantially closer to landfills (Figure 2). We discovered gulls were spending 20%-40% of their time each day at landfills.

*Figure 1. California gull with an unattached back-pack style radio transmitter shown. California gulls were tracked continuously throughout the spring and summers of 2007 and 2008. Photo: USGS*

Gull attendance at landfills increased from 20%-40% of their time each day during the pre-breeding season to 60%-80% of their time each day during breeding. During the breeding season, gulls increased their time at the landfills to 60%-80% each day.

The use of landfills declined during the post-breeding season to less than 20% of their time each day. In addition to the influence of season, the time of day also strongly affected gull attendance at landfills. Not surprisingly, gull use of landfills was highest during the time of day when garbage was being delivered from about 6:00 am in the morning until 6:00 pm at night. Thereafter, gulls spent 50%-70% of their time at their breeding colonies.

We also sampled gull blood and common food items that gulls might eat at the landfills and within the surrounding wetland habitats to determine gull diet. Using stable isotopes, we found that gulls differed in their foraging strategies, with some gulls using landfills almost exclusively for food and other gulls feeding more often within the managed pond habitats adjacent

continued next page

from page 1

to the Bay.

But in all cases, garbage made up a substantial portion of every gull's diet (Figure 3). We estimated that the proportion of garbage in the diet of gulls was 63%-82% for those gulls that foraged more extensively at landfills. For gulls that fed more within the estuary, the proportion of garbage in the diet of gulls was estimated to be 35%-63%. Diets of gull chicks also varied among foraging strategies, with 14% to 72% of their diets being derived from garbage.

California gulls are known to be voracious predators of other breeding birds in the Bay, and, in another study, we found that gulls were the main predator of Forster's tern and American avocet chicks, and caused 54% and 55% of chick deaths, respectively. Importantly, individual California gulls can specialize on eating waterbird chicks. We have even documented one gull that killed at least 11 Forster's tern chicks during nesting.

These results indicate that landfills play an important role in California gull habitat use and the timing of their movements in the Bay. Whether or not access to garbage at nearby landfills has contributed to the substantial increase in the Bay's California gull population is uncertain, but access to garbage has increased gull populations at several sites throughout the world. Current practices at some South Bay landfills include hazing gulls, and has resulted in some success in reducing gull use of landfills.

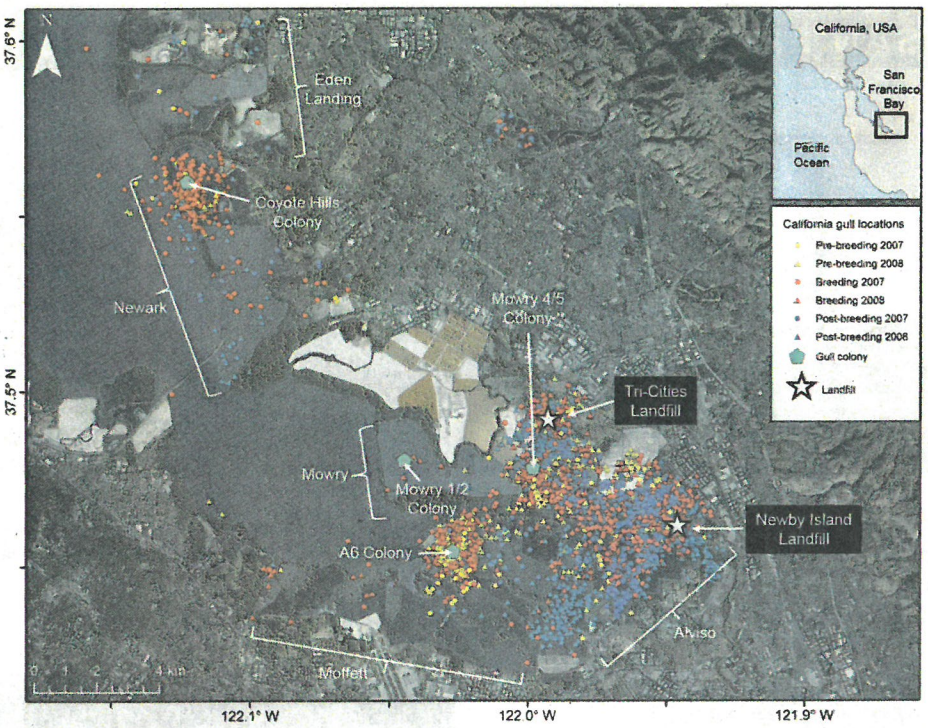



*Figure 2. Locations of radio-marked California gulls in south San Francisco Bay, California during pre-breeding (yellow), breeding (red), and post-breeding (blue) in 2007 (circles) and 2008 (triangles). The locations of major urban areas, wetland complexes, gull colonies, and landfills are shown. Photo: USGS*

Although California gulls are native to the western United States, they did not breed in the Bay prior to 1980. The main factor that limits California gull populations throughout their range is the availability of protected nesting habitat near areas with sufficient food supplies. After the creation of artificial salt evaporation ponds in San Francisco Bay from the 1930s through the 1950s, suitable nesting habitat for gulls was readily available in the form of internal salt pond levees and dry salt pond beds. They were also in close proximity to several landfills. In fact, 96% of California gulls that bred in San Francisco Bay nested within former salt ponds.

Therefore, the establishment and rapid growth of California gulls in San Francisco Bay may have been at least partly attributed to the availability of suitable nesting habitat (salt pond system) in close proximity to abundant food resources (garbage at landfills and brine flies and shrimp within salt ponds).

This work was conducted in conjunction with the U.S. Fish and Wildlife Service's Don Edwards San Francisco Bay National Wildlife Refuge, California Fish and Wildlife's Eden Landing Ecological Reserve, and the South Bay Salt Pond Restoration Project.

*Dr. Josh T. Ackerman and Dr. Sarah H. Peterson are Wildlife Biologists with the U.S. Geological Survey, Western Ecological Research Center in Dixon, California.*

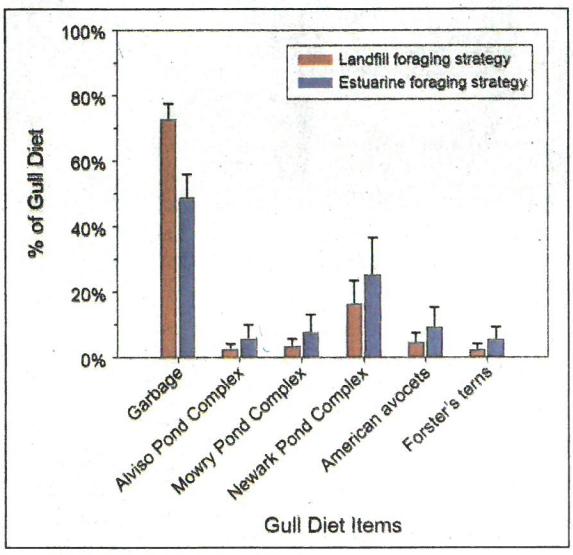



*Figure 3. The proportion of diet for breeding California gulls coming from 6 possible prey sources: (1) garbage from landfills, (2) fish and brine shrimp from the Alviso Pond Complex, (3) fish and brine shrimp from the Mowry Pond Complex, (4) fish and brine shrimp from the Newark Pond Complex, (5) American avocet eggs and chicks, and (6) Forster's tern eggs and chicks. Graphic courtesy of USGS*

**References:**

Ackerman, J. T., M. P. Herzog, C. A. Hartman, and G. Herring. 2014a. Forster's tern chick survival in response to a managed relocation of predatory California gulls. Journal of Wildlife Management 78:818–829.

Ackerman, J. T., M. P. Herzog, C. A. Hartman, and J. Y. Takekawa. 2014b. Comparative reproductive biology of sympatric species: nest and chick survival of American avocets and black-necked stilts. Journal of Avian Biology 45:609–623.

Ackerman, J. T., S. H. Peterson, D. C. Tsao, and J. Y. Takekawa. California gull space use and movements in relation to landfills and breeding colonies. Submitted manuscript.

Peterson, S. H., J. T. Ackerman, and C. A. Eagles-Smith. Mercury contamination and stable isotopes reveal foraging ecology of generalist California gulls. Submitted manuscript.

November 12, 2017

CONTRA COSTA
2017 NOV 22 P 4:53
DEPARTMENT OF CONSERVATION AND DEVELOPMENT

Contra Costa Planning Commission
30 Muir Road
Martinez, CA 94553

RE: Keller Canyon Landfill Use Permit Review Continuance

Dear Members of the Contra Costa Planning Commission:

My name is Rita Hinde and I am married to Robert Hinde. We reside at 2214 Jacqueline Dr., Pittsburg, CA. We moved into the Hillsdale V addition on July 1, 1985.

I attended the meeting that was held in Martinez in October, but was not a speaker. Unfortunately, I will not be able to attend the meeting on December 6th, as I will be out of the country, so I am submitting this letter. Please take this letter into consideration when reviewing Permit 2020-89.

When we first purchased our home, we never thought in a million years that we would have a dump, pardon me, landfill, in our backyard, but unfortunately for us, this did occur. We fought it from the beginning and attending all the meetings and protested in every way we could knowing full well, what would happen in the future to our air quality, our quality of life and our property values.

We completely oppose the every 5-year permit review policy for KCL. This permit should be reviewed every 3 to 6 months in order for them to be forced to comply with rules and regulations. At this time, I feel they are completely out of compliance. They accepted refuse from another facility and did not know how to properly handle this putrefying substance and we as citizens have been exposed to Lord knows what. When I have to duct tape all my windows and doors to keep from choking or throwing up from the odor, it cannot possibly be healthy to breathe. Also, our dog has started having respiratory problems this past year and has never had an issue before.

The other problem we as citizens of Pittsburg have been exposed to is the constant problem of noise pollution. Not only do we have the odor, but also when we would love to sit outdoors in the morning to enjoy a cup of coffee in our backyards, the only thing we hear is the firing of the canons to make the seagulls fly off the garbage into the air. We actually saw them do this on a tour of the facility. This does absolutely no good, as the birds just come right back and head for the garbage. It is a futile effort, but causes a lot of headaches for us as we sit and listen to this.

We hear the trucks, we see the trucks, we hear the noise, we see the birds, and we smell the garbage and we live with the garbage. What do we get in return? An odor

that you will never convince me is not toxic and constant noise pollution and never ending trash being blown from both the landfill and the trucks.

We ask the Contra Costa County Planning Commission to help us. No one seems to listen. We file reports with the proper agencies and when we ask for the reports, they are missing half the calls, because they say they were not done with enough people at the same time, or there is an excuse about the people not being home when an agent comes out, or they can't smell it when they get there, because the wind has shifted and the odor is gone. We just found out that if we report an odor anonymously, that they throw our complaints away.

I am attaching the notes I have been making regarding the odors I personally have detected for several months. I hope you take this issue seriously. We as Pittsburg residents ask that you hear our plea and vote in our behalf and do not extend Keller Canyon's operating permit for another 5 years. They need to come into compliance and clean up their act. This constant odor has to be eliminated now, not 6 months from now, but immediately.

Thank you for your time,

Sincerely,

Robert and Rita Hinde

Robert and Rita Hinde
2214 Jacqueline Dr.
Pittsburg, CA 94565
(925) 788-7319

There were no attachments included with this letter.

## Deidra Dingman

**From:** Hiliana Li
**Sent:** Tuesday, November 28, 2017 9:33 AM
**To:** David Brockbank; Deidra Dingman
**Subject:** FW: Odor Complaint 11/13/2017

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**From:** Rita Hinde [mailto:blondiehinde@gmail.com]
**Sent:** Friday, November 17, 2017 2:05 PM
**To:** Hiliana Li <Hiliana.Li@dcd.cccounty.us>
**Subject:** Fwd: Odor Complaint 11/13/2017

You can see the kind of responses we get when we report these issues.
Sent from my iPhone

Begin forwarded message:

> **From:** Elijah.Aquino@hsd.cccounty.us
> **Date:** November 14, 2017 at 1:10:56 PM PST
> **To:** blondiehinde@gmail.com
> **Subject: Odor Complaint 11/13/2017**
>
> Good Morning Ms. Hinde
>
> The LEA received an odor complaint on 11/12/2017 at 9:09PM for malodors detected on 11/12/2017 at 7:30PM in the vicinity of 2214 Jacqueline Drive Pittsburg, CA. The LEA was on site on 11/13/2017 from approximately 7:20PM to 8:50PM and investigated the malodor complaint all along Jacqueline Drive, Concord Drive, and in the surrounding neighborhood. Upon investigation, the LEA observed no malodors similar to the described "putrefying smell".
>
> Contra Costa Environmental Health is working closely with those managing the Keller Canyon Landfill to ensure compliance with all applicable regulations dealing with the disposal and handling of solid wastes on site. We will continue to investigate any complaints from residents of the surrounding neighborhood. Thank you for voicing your concern. Please feel free to contact me with any questions you may have regarding the investigation.
>
> Elijah Aquino, EHS
> Contra Costa Environmental Health
> 2120 Diamond Blvd. Suite 200
> Concord, CA 94520
> Phone: (925) 692-2557
> Email: elijah.aquino@hsd.cccounty.us

# Department of Conservation and Development

## County Planning Commission

## Wednesday, October 25, 2017 – 7:00 .P.M.

**STAFF REPORT** **Agenda Item #** 7a

| | |
|---|---|
| **Project Title:** | Keller Canyon Landfill Land Use Permit Review |
| **County File(s):** | #LP89-2020 |
| **Applicant/Owner:** | Keller Canyon Landfill Company (KCLC) / Republic Services |
| **General Plan/Zoning:** | Landfill (LF) / Heavy Agricultural (A-3) |
| **Site Address/Location**: | 901 Bailey Road, Pittsburg – Bay Point area (APN: 094-060-008, 018, 019, 020 & 021) |
| **California Environmental Quality Act (CEQA) Status:** | Exempt (See Section III.C for details) |
| **Project Planner:** | David Brockbank, Senior Planner (925) 674-7794 |
| **Staff Recommendation:** | RECOMMEND that the Board of Supervisors accept this permit review report for the KCL land use permit. (See Section II for Full Recommendation) |

## I. PROJECT SUMMARY

This public hearing of the County Planning Commission (CPC) is the third annual review of the conditions of approval for Keller Canyon Landfill's (KCL) approved land use permit (LUP). The County Board of Supervisors (Board) referred this permit review to the CPC in November 2016. These annual permit review reports, initiated in 2014, are prepared in accordance with LUP condition of approval 11.1. The Permit Review Criteria approved by the Board in 1995 and condition 11.1 affords the Board the opportunity to approve new and/or modified conditions of approval to improve public health, safety, and welfare or to address inconsistencies resulting from court decisions or regulatory changes made since the land use permit was approved in July 1990. The CPC can recommend that modifications be made to the LUP's conditions, however only the Board has the authority to approve any proposed changes.

The first permit review, initially conducted in 2014, completed in September 2015, yielded several new conditions and modified many of the original conditions in order to update the LUP after 22 years to reflect the operation of a more mature landfill in the context of present day environmental and regulatory settings. County staff has not identified a need to propose any new or modified conditions of approval as a part of this third permit review. This staff report serves as an update regarding landfill activities regulated by the LUP since the last completed permit review held in October and November last year.

## II. RECOMMENDATION

A. CONSIDER the information presented in this report and Exhibit D, which provides the background and context necessary to satisfy Part I of the 1995 Permit Review Criteria (Exhibit C) approved by the Board of Supervisors for KCL's Land Use Permit (File #LP98-2020).

B. RECOMMEND that the Board of Supervisors ACCEPT this permit review report prepared by staff for the KCL land Use Permit, pursuant the 1995 Board approved Permit Review Criteria.

C. RECOMMEND that the Board of Supervisors DIRECT DCD staff to schedule the next permit review in three years.

## III. GENERAL INFORMATION

A. General Plan: Landfill, LF

B. Zoning: Heavy Agricultural (A-3) and Agricultural Preserve (A-4)

C. CEQA Status: This permit review does not involve any action that would cause a direct physical change in the environment. This permit review and the preparation and proposed acceptance of the staff report are purely administrative in nature and not subject to CEQA per Section 15061.(b)(3). This action does not constitute a project since staff is not recommending any new or modified conditions of approval for the existing LUP.

D. Facility Location and Vicinity: KCL is located at 901 Bailey Road, approximately one-half mile south of State Highway 4 in the Pittsburg/Bay Point area. The landfill site covers an area of ± 2,628 acres (including landfill operations and buffer areas), of which, 244 acres are permitted for disposal (waste placement area). The facility and operations are entirely within unincorporated Contra Costa County. In addition to the waste placement area, there are also

numerous buildings, including administrative offices, maintenance garage, scale house and other installations that make up the complex network of environmental containment systems and facilities required in modern landfills. Those structures and installations include leachate and water storage tanks, enclosed landfill gas control flares, a landfill gas-to-energy power plant, and stormwater/sedimentation management facility. The remainder of the site is predominantly the Special Buffer Area which is undeveloped and helps isolate the landfill from surrounding land uses. The County accepted deeded development rights for the Special Buffer Area which can only be used for grazing or environmental mitigation. Exhibit B contains maps of the facility and vicinity.

## IV. BACKGROUND

The Board approved County File #LP89-2020 in July 1990, which allowed the development and operation of the landfill. The initial phase of landfill construction began in 1991 and the landfill opened in May of 1992. County Code Chapter 418-4 requires disposal facilities to obtain a permit approved by the Board of Supervisors. KCL's LUP serves as the permit required under County Code Chapter 418-4. The LUP was subsequently amended by the Board on November 1, 1994, resulting in the addition of a new (replacement) Mitigation Fee condition. Additional conditions governing the construction and operation of a landfill gas power plant were added to the Land Use Permit when the second amendment was approved by the Board on June 25, 2002.

Initial KCL Permit Review: October 2014 - September 2015: The LUP was modified again through the first permit review process, which started with a report and presentation to the CPC in October and continued in November 2014. This initial report covered the past 20 years of the landfill's operations. This was the first permit review that incorporated the Board approved Permit Review Criteria. Using said criteria (Exhibit C) staff recommended adding five new conditions and modifying 82 others.

In December 2014, the Board approved modifications to three conditions of approval that pertained to material used for alternative daily cover (ADC) at the landfill. The Board continued the rest of the permit review to a hearing in March 2015, in order to consider a potential on-site project presented by the landfill operator. Additionally, staff was directed to research and report back on several separate but related items pertaining to 1) on-site material recovery, 2) legality of the City of Pittsburg taking over as the Local Enforcement Agency (LEA), 3) potential

franchise fee impacts expected from a reduction in direct haul loads, and 4) any CEQA implications resulting from the proposed new and modified conditions of approval.

Staff prepared a detailed report for the continued KCL Permit Review, but on March 3, 2015, the open public hearing was continued to March 31, 2015, and then again to July 21, 2015, at the request of the District V Supervisor. Department of Conservation and Development (DCD) staff recommended that the Board continue the item once more to September 22, 2015 so that the District V Supervisor could participate in the decision making process. Through the evolution of continued public hearings, Staff presented the Board with two separate sets of new and modified conditions as options for the Board to review and then make a decision. The Board approved the option that limited the direct haul of materials, most notably loads of mixed construction and demolition (C&D) debris. A percentage of C&D materials are certainly recoverable if sorted at a transfer station first. The new "direct haul" conditions brought the LUP up to date with previously approved Board policies that were not formerly integrated into the original permit. However, the Board did allow a grace period of 18 months for the direct haul conditions to take effect following the September 22, 2015 hearing. The grace period allowed the landfill operator to develop and implement a plan to comply with the new conditions. On March 22, 2017, those conditions took effect and the operator remains in compliance with the new direct haul conditions.

Second KCL Permit Review: October – November 2016: Staff prepared a second permit review report for the CPC in October 2016, which concluded that no new or modified conditions of approval were necessary. The CPC recommended the Board accept the second permit review report and direct staff to schedule the next permit review in one year. The Board accepted staff's second permit review report in November 2016 and this staff report serves as the third permit review report.

Several interested parties at both hearings before the CPC and the Board raised comments related to the new direct haul conditions. A recurring comment was about how the operator intended to comply with the direct haul conditions that would take effect in March 2017. Therefore, the Board requested staff to prepare a follow-up report by the end of the calendar year (2016) on what had been done or what needed to occur in preparation of the new direct haul conditions.

## V. PERMIT REVIEW CRITERIA ADOPTED BY THE BOARD IN 1995

This report serves as the third LUP permit review. The Permit Review Criteria, approved by the Board in 1995, is divided into two parts (see Exhibit C). Part I

includes background research to be conducted by staff prior to conducting the public hearing. Part I also provides context related to the permit review authority and intent, status of existing LUP conditions and other matters. Part II outlines the criteria for the actual permit review hearing before the County Planning Commission. In addition, Part II specifies five circumstances that would allow the County to impose new or modified conditions, which are as follows: 1) changes required by new regulations, 2) changes required by court decisions, 3) correction of demonstrated significant health impacts, 4) correction of demonstrated significant safety impacts or 5) correction of demonstrated significant welfare impacts.

**PART I OF PERMIT REVIEW CRITERIA**

As stated in the Permit Review Criteria, the context for the review is related to applicable laws and regulations that pertain to landfills and other regulatory permits (e.g. Solid Waste Facility Permit, Waste Discharge Requirements. This section includes ensuring that the permit is being implemented, consistent with CEQA and the certified EIR. This section also acknowledges the vested rights of the permittee, and calls for demonstration of compelling public necessity. The following subsections have headings that match the approved Permit Review Criteria (See Exhibit C).

A. Context for the Review: This section provides a basic setting for the permit review process, including discussion of the applicable statutory and regulatory framework, relationships between the subject LUP and other regulatory agency permits (e.g. Solid Waste Facilities Permit, Waste Discharge Requirements), and compliance with CEQA.

   1. **Applicable Laws and Regulations:** Condition 11.11 states that it "is **not** the Board's intent to establish rules or regulations which are stricter than the laws or regulations which are applied to this project by the other agencies with jurisdiction over aspects of this project." The condition states that the agency with primary jurisdiction has final word about determining if an action or inaction complies with or violates any such law/regulation.

      Most of the ongoing activities the operator is responsible for in order to remain in compliance with their LUP involve operational requirements that overlap with permits or regulations enforced by Contra Costa Environmental Health (CCEH) and/or the Regional Water Quality Control Board (RWQCB). CCEH is designated as the LEA for the California Department of Resources Recycling and Recovery (CalRecycle). The LEA has direct oversight of the Solid Waste Facility Permit compliance. The LEA conducts unannounced

inspections of the landfill each month. Any violations are noted in writing in their official inspection reports.

DCD does not take the lead in enforcing compliance with requirements in regulations or permits governed by other agencies. DCD acts as the enforcement lead when an alleged violation involves a requirement in the LUP conditions that does not overlap with any other regulations or permits. When a potential violation pertains to requirements in the LUP and other permits or regulations, DCD's approach to LUP enforcement is assessed and addressed on a case by case basis. A determination by the applicable authorities regarding the operator's compliance with applicable laws or permits is the best means to substantiate any decision the County may make with respect to a potential violation. If the violation involves a recurring situation that may lead to future undesirable outcomes, the County will clearly indicate what the permittee should do or not do to prevent or avoid similar violations from that point forward.

Generally, DCD defers to other permitting or regulatory agency oversight and determinations on matters for which they have primary jurisdictional authority and responsibility, consistent with the intent of LUP condition 11.11 (see Section IV above).

2. **Terms of Applicable Permits:** Permits and approvals of numerous local, state, and federal agencies were required to construct and operate the Keller Canyon Landfill. KCL is a Class II sanitary landfill and is subject to extensive requirements contained in various permits, laws, regulations and design/operational standards. Some permits were required prior to landfill construction or opening, while others are required for ongoing operations. Each agency permit listed below either discusses the original permit needed to establish the landfill that has not required subsequent permits or provides the most recent update to that agency's permit.

   a. Solid Waste Facilities Permit (SWFP): The SWFP was last reviewed by County Health Services Department - Environmental Health (LEA) in 2014. According to the LEA, their monthly inspections have demonstrated a consistent track record of compliance since the last permit review. The LEA periodically receives complaints about the landfill, which are mostly about odor or litter. Details about complaints received are usually included in the notes for that monthly inspection report (available on CalRecycle's website). Staff has also included some discussion about complaints over all in Section VI.C of this report.

b. Waste Discharge Requirements (WDR): RWQCB staff confirmed that the landfill is in compliance with the relevant regulatory/permit requirements. Furthermore, RWQCB staff indicated in September 2016 there are no problems or concerns related to design/construction issues, operational issues, nor had their agency received any complaints about the landfill since the last permit review. RWQCB staff relies on semi-annual self-monitoring reports to gauge KCL's operational compliance (accessible on-line using Geotracker), and they indicated the landfill's next monitoring report would be due in about six months.

c. Permit to Operate (Air Quality): Authority to Construct/Permit to Operate Plant No. 4618 is reviewed annually by the Bay Area Air Quality Management District (BAAQMD). Additionally, Title V Permit Major Facility Review Plant No. A4618 was last issued on June 12, 2014 by the BAAQMD.

d. U.S. Environmental Protection Agency: National Pollution Discharge Elimination System Permit #2-07S006887 was issued on September 17, 1992. There have been no changes since the last permit review.

e. U.S. Army Corps of Engineers: Nationwide Permit No. 26t, Section 404 of the Clean Water Act, was issued on June 14, 1991. There have been no changes since the last permit review.

f. California Department of Fish and Wildlife: A Streambed Alteration Agreement, No. 1461-90 was signed by the Warden on August 4, 1991 and executed by the Operator on October 18, 1991 for Lawlor Creek; for the sedimentation basin, drainages, and culverts (No. 1462-90); and for the wetlands construction (No. 1463-90). There have been no changes since the last permit review.

3. **CEQA Compliance & Consistency with Final EIR:** Under the original LUP application approval, the Board of Supervisors adopted a Final EIR, along with a mitigation monitoring and reporting program (MMRP). KCL's development and operation are generally consistent with the original project EIR certified in 1990. Some of the more notable differences are identified below:

   a. Only a fraction of the disposal tonnage accounted for in the 1990 project EIR was actually going to KCL during its initial years of operation. Although the entire County waste stream was expected to be disposed of at KCL, initially predominantly only Central County waste was going

to KCL. The reduced rate of disposal has helped extend the landfill's operating life. The reduced rate of disposal of in-County waste tonnage was partially offset due to subsequent Supreme Court decisions prohibiting restrictions based on waste origin, thus resulting in more out-of-County waste being disposed of at KCL.

b. KCL does not entirely rely upon on-site soils as their sole source of daily cover material as assumed in the EIR, due primarily to regulatory changes allowing for the use of alternative daily cover (ADC) materials.

4. **Vested Rights of Permittee:** KCL may operate the Landfill within the parameters of the existing LUP's conditions of approval that were most recently modified on September 22, 2015. This is an entitlement granted by the County for the life of the landfill operation (until permitted capacity is reached). Modifications to the conditions of the permit must be made consistent with applicable legal requirements and in accordance with condition of approval 11.1 and the Board approved Permit Review Criteria. The landfill operator also has the right to request and apply for an amendment to this LUP. An application to amend this LUP was filed in 2008 and is being processed.

5. **Demonstration of Compelling Public Necessity:** As a result of AB 939 and associated revisions to the Public Resources Code (PRC), counties are burdened with the responsibility of maintaining at least a 15-year supply of disposal capacity for all of the waste generated throughout each county. Due to the difficulties and challenges (legal and otherwise) involved with siting a new landfill, the County included permit conditions and contractual requirements intended to maintain authority to control the amount of out-of-county waste disposed of in the newly sited KCL. That authority has since been diminished as a result of a number of court decisions since 1992, including most recently in 2012/13. Since 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 to undertake the difficult task of identifying new disposal capacity pursuant to the applicable State requirement sooner.

B. Existing Land Use Permit Conditions of Approval: Many of the LUP conditions of approval are intended to mitigate potential on-site and off-site environmental impacts of landfill design and operations. Some of these conditions of approval were the result of impacts/mitigations contained in the EIR prepared for KCL in 1989 and 1990. Additionally, other conditions of

approval were developed as part of the Board of Supervisors special conditions, while others attempt to mirror regulatory requirements that are enforced by other agencies as discussed in earlier sections of this report. The LUP contains 288 conditions of approval which are organized into 36 sections (see Exhibit A).

1. **Status of Compliance:** Exhibit D to this staff report is a table listing the compliance status for all 288 conditions of approval. The first two columns are the number and condition. The other two columns reflect the status of each condition and any noteworthy details related to compliance including references to certain source documentation.

   Approximately 40 percent of the conditions in KCL's LUP do not require any further action because the requirements have been fully satisfied, no longer applicable, informational, cross-reference another condition and not meant to be enforced, or serve as objectives for the remaining conditions in a specific section. The remaining conditions are still in effect and contain requirements which may currently apply or may become applicable sometime in the future. Staff has confirmed that the operator is in compliance with the currently applicable conditions. Details regarding the status of each of these conditions can be found in Exhibit D.

2. **LUP Enforcement:**

   Penalties for LUP Violation: If the operator fails to remedy a violation after receiving reasonable notice, the County has two options with respect to penalties. In the case of most LUPs, the sole penalty available for on-going violations is revocation. However, the landfill Franchise Agreement includes a provision allowing the County to impose monetary penalties to aid with LUP enforcement. This provision was included in the Franchise because of the nature of the facility and the public need it serves, including satisfying the County's obligation under state law to maintain 15-years of in-County disposal capacity.

3. **Monitoring**: Numerous conditions are based on and intended to mirror state or regional regulatory requirements. There are many areas of overlap between the LUP conditions and permits/requirements enforced by CCEH, and other regulatory agencies. Requirements related to landfill design and construction primarily fall under the jurisdiction of the RWQCB. Requirements that govern landfill operations primarily fall under the primary jurisdiction of Contra Costa Environmental Health as the LEA or BAAQMD.

County Code Section 418-4.018 calls for Environmental Health to take the lead for monitoring compliance with disposal site permits issued by the Board of Supervisors, which includes KCL's LUP. DCD does not routinely inspect the landfill, but standardly reviews the LEA's inspection reports. However, DCD staff did conduct two inspections this past spring to monitor the gatehouse and working face after the new direct haul conditions took effect. Both inspections showed KCL's active compliance with the new limitations on direct haul loads brought for disposal. On-going compliance is reflected in the quarterly direct haul reports submitted by the operator.

DCD also monitors KCL's LUP compliance to address requirements that are either:

a. triggered by a one-time or periodic action or event, including requests/proposals submitted by the operator (e.g. proposed construction of the next waste cell within the permitted footprint), or

b. non-operational matters that primarily involve submittals/ documentation, some of which relate to or supplement provisions in KCL's Franchise Agreement (e.g. fees, reporting, etc.)

C. Complaint Review

1. **Complaints to DCD and LEA:** Both agencies have received complaints related to the landfill's operation. The extent of DCD's complaint log about landfill operations is limited to 135 incidents of odor concerns and zero incidents of litter control. These complaints generally involved coordinated communications between both agencies and follow up investigations by staff. The period used for calculating complaints is September 1, 2016 to August 31, 2017.

   a. Odor Complaints: In early 2015, DCD set up a complaint form on the County's website (www.cccounty.us/odor) that allows for the electronic submittal of an odor complaint. Once a complaint form is submitted electronically, an email alert is sent to staff from DCD, CCEH, and KCL. DCD Staff worked with the LEA and KCL personnel to investigate and respond to these complaints. Since the online odor complaint form for KCL was set up, in the past two years, there are two distinct patterns for these complaints.

      - Complaints are received predominantly from October through April, which typically corresponds to the Bay Area's rainy season; and

- Occur in the evening/night (6:00 PM to midnight) and morning hours (5:00 AM to noon), or the times when residents are home and the landfill is not operating.

Odor complaints are generally responded to on the following day (or later that same day) when the potential odor may not be discernable and therefore the complaint cannot be verified. If a physical address of where the complaint originated or a method of contact was not included, staff could not follow up with a response. This occurred for approximately 11 out of the 135 on-line complaints.

Receiving 135 odor complaints is a significant increase from 15 complaints documented in the last permit review. Once the local residents in the neighborhoods adjacent to the landfill discovered the County's online complaint form, others shared the site through social media (e.g. Nextdoor). Staff noticed that some households (same address) submit two online complaints at the same time, which occurred approximately 12 times in the 12-month period.

During the period of late October 2016 through December 2016, anaerobic compostable material was removed from Republic Services' Organics Material Processing Facility (OMPF), located at the West Contra Contra Sanitary Landfill (WCCSL) site in North Richmond. The compostable material was received for the purpose of composting it on-site, however the material went anaerobic after being stockpiled on-site for a prolonged period of time. The anaerobic material was spread on the slopes of the closed WCCSL for erosion control. This material proved to have a very strong odor prompting numerous complaints at which time two regulatory agencies (LEA and BAAQMD) stepped in. The LEA ordered Republic Services to remove the oderous anaerobic material in accordance within the timeline established in the approved Organics Pile Screening Work Plan. This removal was conducted under the oversight of the LEA. Republic Services elected to transport the material for disposal at Republic's KCL and Forward landfill in Manteca. The combination of the rainy season and disposal of anaerobic compost material resulted in an unprecedented number of odor complaints. The LEA issued three (3) violations of the SWFP for confirmed nuisance odors on October 24, 2016; December 22, 2016; and January 12, 2017. Disposal of anaerobic organics material continued at KCL until work was completed on December 29,

2016. The vast majority of the anaerobic material disposed over the three month period went to KCL (19,515 tons).

The landfill operator implemented several measures to control the potential for nuisance odors, including the installation of a perimeter deodorizing / misting system at the working face; the anaerobic material was handled and buried upon receipt; twice daily patrols of the adjacent neighborhoods to check for odors; and consistent coordination with the LEA on all odor complaints. Additional gas control infrastructure was installed in spring 2017 to further control and minimize the potential for nuisance odors related to landfill gas. During the period of when many odor complaints were received, KCLC conducted outreach with local residents. The operator organized meetings at the KCL administrative offices to receive feedback on the severity of the problem and to identify locations most adversely affected by nuisance odors. The information received from the adjacent neighborhoods helped KCLC produce the Odor Management Plan. No odor complaints were received during the period of May 1, 2017 through August 30, 2017, and two complaints on August 31, 2017, both from the same household.

b. Litter Complaints: DCD staff did not receive any litter complaints, nor did KCL report any litter incidents in the past year. KCL continues the practice of sending litter cleanup crews to the buffer area(s) as part of the standard litter management practices. Other litter management practices include on and off-site litter policing and removing litter from the portable and permanent litter fences. KCL voluntarily maintained a weekly litter pick up program for the vacant parcels on the east side of Bailey Road, between West Leland Road and the Highway 4 ramps.

2. **Complaints to Regulatory Agencies:** The BAAQMD operates a toll-free odor complaint hotline, which receives calls from throughout the Bay Area and are investigated by agency inspectors. Between September 1, 2016 and September 1, 2017, the District received a total of 131 odor complaints (as compared to a total of 37 odor complaints logged in 2015/2016). Three odor complaints were confirmed by the BAAQMD, two of which occurred on October 24, 2016. The other confirmed odor complaint occurred on December 29, 2016. Limited information regarding these complaints are available to DCD staff, including date, time and one to two word descriptions of the odor (e.g. "sickly sweet", "garbage").

BAAQMD received 147 odor complaints between January 2011 and October 2016, which averages out to about 25 complaints per year, with only three confirmed complaints in that period. The significant increase in odor complaints reflects those issues discussed above (e.g. heavy rains, anaerobic material disposal).

3. **Complaints to other Local Agencies:** The City of Pittsburg has periodically received complaints about KCL in the past, usually from the residents during annual community meetings conducted near the landfill about night time or early morning odor. The City advised DCD staff that it received many complaints this past winter, likely in response to the disposal of anaerobic compost material from West County (discussed above).

4. **Complaints to the Landfill Operator:** Between January 2015 and August 2016, the operator received a total of 11 odor complaints. KCL has procedures for identifying, evaluating, and if confirmed, mitigating odors detected off-site. Site personnel routinely patrol the area including local neighborhoods seeking any indication of odors. Findings and results from the surveys are documented daily. All complaints submitted to KCL, whether by a call from a citizen, or referral by the DCD or BAAQMD, are followed up and investigated by KCL staff. All complaints are tracked and reviewed. If feasible, complainants or nearby neighbors are interviewed.

D. Issues Raised

1. **Construction Issues:**

Phased Construction: Phased Construction of the landfill is authorized by conditions 15.2 & 23.6. Landfill development is being phased over its operating life. Landfill development consists of eight major phases, each containing multiple individual phases. Each individual phase of the waste placement area is designed/engineered consistent with detailed Design Reports reviewed and approved by the RWQCB. DCD authorizes construction of each individual phase only after it has been approved by the RWQCB. DCD has commissioned reviews by third-party engineering consultant in the initial development stages; recently there has been no need to supplement the RWQCB's review and approval process.

To date, 19 phases have been completed that includes a total of 117.3 acres. Currently, the landfill is working within the 20$^{th}$ individual phase, referred to as Phase 3B1 (12.2 acres), and is expected to be in use until 2019.

2. **Operating Issues:**

   a. Incoming Waste (Disposal Demand): The amount of waste disposed at KCL has increased substantially since it first opened. The trend of increasing demand for disposal is expected to continue because waste streams are directly impacted by increases in population and economic activity. However, this demand is compounded each time another landfill reaches its capacity because landfills around the state are closing at a rate that far exceeds the siting of new landfills. Another way of looking at this data is to compare the earliest to most recent reporting years, which shows that the amount disposed in 1995 was only 36% of the annual disposal in 2016.

   b. Cover Material: Daily cover material used at Keller initially was exclusively soil borrowed from on-site. State law changed after KCL's LUP was issued allowing use of alternative materials instead of soil to cover disposed waste at the end of each operating day. KCL started a demonstration project using green waste as alternative daily cover (ADC) in 1999 pursuant to oversight by the LEA and CalRecycle. This was subsequently built into the KCL Solid Waste Facility Permit. DCD authorized use of green waste as ADC on an interim basis until such time as the cover requirement in the LUP condition was updated.

      At the end of 2014 KCL submitted an application to the LEA to amend their Report for Disposal Site Information (RDSI) to formally allow unprocessed green waste and processed C&D waste to be used as ADC. In January 2015, the LEA approved the application, which was subsequently appealed to CCEH's Independent Hearing Panel (IHP) and CalRecycle. The IHP and CalRecycle denied the appeal and upheld the LEA's application approval. A law suit was subsequently filed against CalRecycle (State). The lawsuit has since concluded and new regulations being developed by CalRecycle are expected to address concerns raised in the lawsuit.

   c. Beneficial Reuse: Since the 1990 LUP approval, there have been multiple regulatory changes, which opened the door for landfills to implement on-site diversion activities. Specifically, regulations allow operators to beneficially reuse waste derived materials for cover and other on-site uses. According to State regulations, beneficial reuse of solid wastes at a solid waste landfill includes the following: alternative daily cover, alternative intermediate cover, final cover foundation layer, liner

operations layer, leachate and landfill gas collection system, construction fill, road base, wet weather operations pads and access roads, and soil amendments for erosion control and landscaping. KCL continues to take direct haul loads of eligible source-separated materials that can be used for beneficial reuse on-site.

d. Application for LUP Amendment #3: Increases in disposal tonnage prompted the operator to file an application to amend the LUP in 2008 primarily seeking to increase the daily tons per day (TPD) limit. The subsequent economic downturn decreased the flow of incoming waste which has helped afford more time to work through a variety of time-consuming issues related to better defining and reviewing the request. The operator changed the project description several times. The application process is currently on hold at the request of the Applicant, but it should be noted that additional CEQA review is required, including the preparation of a Subsequent EIR.

3. **Special Waste Issues:**

   Limitation on Special Waste Disposal: In December 1993, the Board authorized the import of special wastes for disposal in Keller Canyon Landfill pursuant to specific guidelines. Such authorization included a limitation such that special wastes generated from within and outside of Contra Costa County together comprised no more than 40% of the total waste disposed at KCL in any 12-month period. In 2016, special wastes (also referred to as Class II or designated wastes) only comprised 9% of the total disposal at KCL.

4. **Haul Route Issues:** There have been no issues with respect to the Haul Route since the last permit review.

5. **Transfer Station Issues:** A number of different Transfer Stations have sent waste to KCL over its operational life to date, including those in and outside of the County. Waste that is transferred for disposal from other transfer stations located outside the County changes periodically. Since the last permit review, all of the waste transferred for disposal from the four in-County transfer stations (Brentwood, unincorporated Martinez, North Richmond, and Pittsburg) was sent to KCL. The only significant transfer station issue was the anaerobic compost material that originated from the OMPF, which was discussed in detail above.

6. **Direct Haul:** The project description, which served as the basis for issuance of KCL's LUP as well as the environmental analysis in its 1989 /1990, EIR anticipated only small amounts of waste being direct hauled to KCL. All waste that could be processed at Transfer Stations was expected to be sent to such facilities and then subsequently accepted at KCL by way of a transfer trailer/van. This method of managing solid waste was integral to achieving waste diversion goals because processing at Transfer Stations enables the waste stream to be sorted. The transfer station method also effectively controlled traffic (and associated impacts). Although traffic has been controlled by the daily vehicle limit specified in the Solid Waste Facility Permit, no similar alternative solution is in place to address waste diversion.

   The Board took actions in 1992-1993 to specifically address issues related to direct haul and import of special wastes. These parameters were used to develop new conditions (conditions 8.5-8.8), which were approved in 2015 as part of the first permit review. These four conditions account for allowable materials that can still be direct hauled to the landfill, procedures necessary for processing direct hauled material(s), specific quarterly reporting requirements, and in the event of an emergency or natural disaster, how and what can be direct hauled to the landfill. These conditions took effect on March 22, 2017. As noted earlier, DCD has conducted site inspections to monitor adherence and compliance with these conditions; in addition to reviewing the quarterly direct haul reports.

## VI. PART II OF PERMIT REVIEW CRITERIA FOR COUNTY PLANNING COMMISSION

The permit review condition 11.1 was included to address the County's anticipated need for future flexibility to improve upon the conditions in KCL's LUP. LUP condition 11.1 states that conditions can be added or modified to improve public health, safety and welfare, which are three of the five criteria specified in Part II of the Permit Review Criteria that were approved by the Board of Supervisors in 1995 (Exhibit C). As it was expected when the permit was initially approved, the knowledge gained from actual experience working with and regulating an operating landfill has proven to be quite valuable when taking a critical look at the LUP to identify modifications needed to improve public health, safety and welfare. Such changes were approved in the prior permit review, but no such changes are recommended as a result of the current permit review.

Regulatory changes and court decisions are the last two of the five criteria specified in Part II of the Board approved 1995 Permit Review Criteria. Both criteria serve as

key elements of the legal framework governing the manner in which the County and the landfill must operate. Unlike the other three criteria, these two may have a direct impact on numerous LUP conditions as originally written. In some cases these changes result in eliminating the County's ability to enforce certain requirements or created inconsistencies with regulations the specified conditions were intended to mirror or reinforce. These two criteria were added to condition 11.1 in 2015 during the prior permit review. Staff is not proposing to add or modify any new or existing conditions related to regulatory changes as part of this permit review.

## VII. CONCLUSION

Staff recommends that the CPC recommend that the Board of Supervisors accept this permit review report and Exhibit D as adequate to satisfy Parts I and II of the Board approved 1995 Permit Review Criteria.

**LIST OF EXHIBITS:**

Exhibit A: Existing conditions of approval – September 2015
Exhibit B: Maps
Exhibit C: Permit Review Criteria – June 1995
Exhibit D: Compliance Status Table – October 2017

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# EXHIBIT A

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# EXISTING CONDITIONS OF APPROVAL

**LAND USE PERMIT 2020-89**

**CONDITIONS OF APPROVAL**

**KELLER CANYON LANDFILL**

Approved by the:
*CONTRA COSTA COUNTY BOARD OF SUPERVISORS*
JULY 24, 1990

As Amended or Modified by the:
*CONTRA COSTA COUNTY BOARD OF SUPERVISORS*
November 1, 1994 (Amendment 1)
June 25, 2002 (Amendment 2)
December 16, 2014 (Permit Review Modification)
September 22, 2015 (Permit Review Modification)

## TABLE OF CONTENTS


**1. SHORT TITLE ..... 1**
1.1 Short Title ..... 1

**2. RESPONSIBILITY ..... 1**
2.1 Ultimate Responsibility ..... 1
2.2 Transfer of Ownership ..... 1
2.3 Assignment of Responsibility ..... 1

**3. COMPLIANCE ..... 2**
3.1 Compliance Objective ..... 2
3.2 Design Standard ..... 2
3.3 State Minimum Standards ..... 2
3.4 Land Use Permits ..... 2
3.5 Solid Waste Facilities Permit ..... 2
3.6 Class II Landfill Requirements ..... 2
3.7 Other Regulatory Agencies' Requirements ..... 2
3.8 Utilities, Service Districts, and Government Agencies' Requirements ..... 2
3.9 Notice Coordination ..... 3
3.10 Monitoring and Inspection ..... 3
3.11 Master Chart ..... 3

**4. VALIDITY PERIOD ..... 3**
4.1 Validity Period ..... 3
4.2 Operative Date ..... 3

**5. SERVICE AREA ..... 3**
5.1 Area of Origin ..... 3
5.2 Out-of-County Wastes ..... 4
5.3 Sub-County Service Area ..... 4
5.4 Reciprocal Capacity Agreement ..... 4
5.5 Pre-Requisite Curbside Recycling Program ..... 4

**6. ELIGIBLE AND INELIGIBLE WASTES ..... 4**
6.1 Eligible Wastes ..... 4
6.2 Designated Wastes ..... 5
6.3 Infectious Wastes ..... 5
6.4 Ineligible Wastes ..... 5
6.5 Emergency Use ..... 5
6.6 Hazardous Waste Screening and Management ..... 5
6.7 Area of Origin Restrictions ..... 5

**7. LOAD INSPECTION ..... 5**
7.1 Eligible Vehicles and Loads ..... 5
7.2 Load Covering ..... 6

**8. ELIGIBLE REFUSE TRANSPORT VEHICLES ..... 6**
8.1 Eligible Vehicles ..... 6

8.2 Service Area Restriction ..... 7
8.3 Emergency Exemption ..... 7
8.4 Reciprocal Use Exemption ..... 7
8.5 Direct Haul ..... 7
8.6 Direct Haul Procedures ..... 7
8.7 Direct Haul Reports ..... 8
8.8 Emergency Direct Haul ..... 9

**9. OPERATING PARAMETERS ..... 9**
9.1 Hours of Operation ..... 9
9.2 Operating Days ..... 9
9.3 Maximum Daily Tonnage ..... 10
9.4 Minimum Buffer Zone ..... 10
9.5 Special Buffer Area ..... 10
9.6 Dedication of Special Buffer Area ..... 10

**10. WASTE MEASUREMENT AND CHARACTERIZATION ..... 11**
10.1 Volume Estimation ..... 11
10.2 Scales ..... 11
10.3 Waste Characterization ..... 11

**11. ADMINISTRATION ..... 11**
11.1 Permit Review ..... 11
11.2 Local Advisory Com ..... 11
11.3 Insurance and/or Bonding ..... 12
11.4 Notification Program ..... 12
11.5 Development Coordinator ..... 12
11.6 Compliance and Mitigation Monitoring Program ..... 13
11.7 Pre-Annexation Notification ..... 13
11.8 Fee and Surcharge Identification ..... 13
11.9 Interpretation of Conditions ..... 13
11.10 Conditions Requiring Franchise ..... 13
11.11 Regulations Enforced by Other Agencies ..... 13
11.12 Required Expenditures ..... 14
11.13 Designation of Authority ..... 14

**12. RATE REVIEW ..... 14**
12.1 Rate Approval ..... 14
12.2 Rate Review ..... 15
12.3 Form and Content of Rate Review Application ..... 15
12.4 Rate Application Guidelines ..... 15
12.5 Financial Statement ..... 15
12.6 Scope of Rates ..... 16

**13. FRANCHISE AGREEMENT ..... 16**
13.1 Franchise Compliance and Agreement ..... 16
13.2 Assignment ..... 16
13.3 Contents ..... 16
13.4 Requirement ..... 16
13.5 County Discretion ..... 16

**14. LAND USE PERMIT PLAN CONSTITUENTS ..... 17**
14.1 Initial Development and Improvements Plan ..... 17
14.2 Regulatory Agency Approvals ..... 17
14.3 Improvements Requirements ..... 18

**15. DEVELOPMENT AND IMPROVEMENTS PLAN ..... 18**
15.1 Final Development and Improvements Plan ..... 18
15.2 In approving the Development and Improvements Plan ..... 19

**16. SLOPE AND SEISMIC STABILITY ..... 19**
16.1 Landfill Slopes Objective ..... 19
16.2 Seismic Design ..... 19
16.3 Landslide Study ..... 19
16.4 Geotechnical Inspector ..... 19
16.5 Landfill Design Stability ..... 20
16.6 Slope Monitoring ..... 20
16.7 Settlement Program ..... 20
16.8 Emergency Landslide and Earthquake Program ..... 20
16.9 Settlement Pond Embankment Design ..... 20
16.10 Settlement Pond(s) Monitoring Program ..... 20
16.11 Stockpile Stability ..... 20
16.12 Unstable Areas ..... 21

**17. GROUNDWATER PROTECTION ..... 21**
17.1 Groundwater Protection Objective ..... 21
17.2 Landfill Liner ..... 21
17.3 Leachate Collection System ..... 21
17.4 Surface Drainage System ..... 21
17.5 Groundwater Monitoring ..... 22
17.6 Downstream Well Monitoring ..... 22
17.7 Baseline Water Characterization ..... 22
17.8 Liquid Waste Disposal ..... 22
17.9 Drainage Grading ..... 22
17.10 Leachate Management ..... 22
17.11 Water Balance Calculations ..... 23
17.12 Leachate Holding Tanks ..... 23
17.13 On-Site Water Supply Wells ..... 23
17.14 Off-Site Water Well Contamination ..... 23
17.15 Liner Installation Inspection ..... 23
17.16 Secondary Containment ..... 23
17.17 Working Face ..... 23

**18. SURFACE WATER PROTECTION ..... 24**
18.1 Surface Water Protection Objective ..... 24
18.2 Surface Drainage System ..... 24
18.3 Creek Protection ..... 24
18.4 Surface Water Management and Sediment Control Plan ..... 24
18.5 Monitoring ..... 25

**19. HAZARDOUS WASTE ..... 26**
19.1 Hazardous Waste Ineligible ..... 26
19.2 Load Inspection ..... 26
19.3 Household Hazardous Waste Program ..... 26
19.4 Hazardous Waste Pre-screening ..... 26
19.5 Regulatory Agency Approvals ..... 26

**20. AIR QUALITY PROTECTION ..... 27**
20.1 Prevention of Air Quality Deterioration ..... 27
20.3 Cover Frequency. ..... 28
20.4 Odoriferous Loads ..... 28
20.5 Dust Suppressants ..... 28
20.6 Area of Operations ..... 28
20.7 Air Flow Monitoring ..... 28
20.8 Contingency Program ..... 28
20.9 Revegetation ..... 29
20.10 Tree and Shrub Planting ..... 29
20.11 Gas Control and Collection ..... 29
20.12 Landfill Gas Processing ..... 29
20.13 Methane Recovery ..... 30
20.14 Gas Monitoring ..... 30
20.15 Lateral Gas Barriers ..... 30
20.16 Settlement Protection ..... 30
20.17 Landfill Gas Testing ..... 30
20.18 Leachate Disposal ..... 30
20.19 Cell Re-Opening ..... 30
20.20 Fissure Repair ..... 31
20.21 Permanent Road Paving ..... 31
20.22 Temporary Road Paving ..... 31
20.23 Speed Limits ..... 31
20.24 Equipment Maintenance ..... 31

**21. NOISE CONTROL ..... 31**
21.1 Noise Control Objective ..... 31
21.2 Noise Monitoring Program ..... 31
21.3 Toe Berm ..... 32
21.4 Mitigation/Lift-Level Berms ..... 32
21.5 Construction Hours ..... 32
21.6 Truck Noise Suppression ..... 32
21.7 Landfill Vehicles ..... 32
21.8 Gas Flare Muffling ..... 32

**22. VISUAL QUALITY ..... 32**
22.1 Visual Quality Objective ..... 32
22.2 Landscape Plan ..... 33
22.3 Toe Berm ..... 33
22.4 Mitigation Berms ..... 33
22.5 Lawlor Creek Corridor Plan ..... 33
22.6 Entrance Screening ..... 33
22.7 Jacqueline Drive Terminus ..... 33
22.8 Auxiliary Facilities Screening ..... 33

22.9 Architectural Treatment....34
22.10 Area of Operations....34
22.11 Interim Revegetation....34
22.12 Water Tank Screening....34
22.13 Final Cover....34
22.14 Lighting....34

**23. AGRICULTURAL AND BIOTIC RESOURCES....34**
23.1 Biotics Protection Objectives....34
23.2 Range Management Plan....35
23.3 Lawlor Creek Corridor Restoration Plan....35
23.4 Sandstone Outcrop Area....36
23.5 Weed Control Program....36
23.6 Phased Construction....36
23.7 Vegetation Protection....36
23.8 Wildlife Exclusion and Vector Control....36
23.9 Supplemental Wildlife Surveys....36

**24. BIRD AND VECTOR CONTROL....37**
24.1 Bird and Vector Control Objective....37
24.2 Soil Cover Frequency....37
24.3 Working Face....37
24.4 Bird Control....37
24.5 Rodent Control....37
24.6 Mosquito Control....38
24.7 Fly Control....38

**25. LITTER CONTROL....38**
25.1 Litter Control Objective....38
25.2 Load Covering....38
25.3 Load Cover Enforcement....38
25.4 Contingency Litter Control....38
25.5 Portable Litter Fences....39
25.6 Permanent Litter Fence....39
25.7 On-Site Liter Policing....39
25.8 Off-Site Litter Policing....39
25.9 Littering Signs....39
25.10 Clean-Up Bond....39
25.11 Public access....39

**26. PUBLIC HEALTH AND SAFETY....40**
26.1 Safety Objective....40
26.2 Emergency Plan....40
26.3 Employee Safety Equipment....40
26.4 Employee Training....40
26.5 First Aid Equipment....40
26.6 Emergency Communications....40
26.7 Emergency Eye Baths and Showers....40
26.8 Equipment Maintenance....41
26.9 Gas Migration Monitoring....41
26.10 Refuse Cover....41

26.11 Load Inspection ....41

**27. SITE SECURITY ....41**
27.1 Security Objective ....41
27.2 Security Fencing ....41
27.3 Security Staffing ....41
27.4 Security Lighting ....41

**28. CULTURAL RESOURCES ....41**
28.1 Cultural Resource Preservation Objective ....42
28.2 Employee Access ....42
28.3 Archaeology ....42

**29. TRANSPORTATION AND CIRCULATION ....42**
29.1 Traffic Objective ....42
29.2 Access Route ....42
29.3 Landfill Access Road ....42
29.4 Landfill Entrance ....43
29.5 Bailey Road, Pittsburg city limits to the Landfill Entrance ....43
29.6 Bailey Road Pavement Study ....43
29.7 Road Maintenance ....44
29.8 Highway 4/Bailey Road Interchange ....44
29.9 Peak Period Traffic Management ....44
29.10 Bicycle and Pedestrian Improvements ....45

**30. SITE SERVICES AND UTILITIES PLAN ....45**
30.1 Final Site Services and Utilities Plan ....45
30.2 Water Service Component ....45
30.3 On-site Water Wells ....45
30.4 Public Water Supply Option ....45
30.5 Fire Protection Component ....46
30.6 Fire District Programs ....46
30.7 Construction Timing ....46
30.8 On-Site Water Storage ....46
30.9 Fire Fighting Water Main ....46
30.10 Fire Cover ....46
30.11 Fire Fighting Appliance ....47
30.12 Fire Breaks ....47
30.13 Fire Extinguishers ....47
30.14 Use of Reclaimed Water for Landscaping ....47
30.15 Equipment and Cleaning ....47
30.16 Smoldering Loads ....47
30.17 Emergency Equipment Access ....47
30.18 Smoking Prohibitions ....47
30.19 Toilets ....47
30.20 On-site Septic System ....48
30.21 Sewer Line ....48

**31. WASTE REDUCTION AND RESOURCE RECOVERY ....48**
31.1 Waste Reduction and Resource Recovery Objective ....48
31.2 1990-1995 Resource Recovery Program ....48

31.3 1996-2000 Resource Recovery Program ....48
31.4 Materials Recovery ....48
31.5 Composting Project ....49
31.6 Wood Chipping ....49
31.7 Methane Recovery ....50
31.8 Equipment Maintenance ....50
31.9 County Resource Recovery Management Program ....50
31.10 Fund Recovery ....50

**32. CONSTRUCTION ACTIVITIES AND CONDITIONS ....50**
32.1 Hours of Construction ....50
32.2 Exemption ....50
32.3 Access Roads ....51
32.4 Phasing Plan ....51
32.5 Unstable areas ....51
32.6 Dust Suppression ....51

**33. CLOSURE AND POSTCLOSURE MAINTENANCE ....51**
33.1 Submittal of Plan ....51
33.2 Funding of Closure and Postclosure Maintenance Plan ....51
33.3 Revision to Plan and Cost Estimates ....52
33.4 Staged Closure of the Landfill ....52
33.5 Use of Landfill Following Closure ....52
33.6 Postclosure Maintenance ....52

**34. ABANDONED VEHICLE STORAGE ....52**
34.1 Storage Requirement ....52
34.2 Off-site Storage Option ....53

**35. SPECIAL CONDITIONS OF APPROVAL ....53**
35.1 Transportation System Impact Fee ....53
35.2 Open Space and Agricultural Preservation Fee ....53
35.3 Property Value Compensation Program ....53
35.4 Resource Recovery Program Fee ....54
35.5 Violation of Prescribed Haul Route ....54
35.6 Direct Property Acquisition Study ....54
35.7 Adjoining Sites ....55
35.8 Mitigation Fee ....55

**36. LANDFILL GAS POWER PLANT ....55**
36.1 Power Plant Design ....55
36.2 Ultimate Responsibility ....55
36.3 Keller Canyon Landfill Land Use Permit ....55
36.4 Violation/Revocation ....56
36.5 System Safety ....56
36.6 Equipment and System Monitoring ....56
36.7 Engines ....56
36.8 Hazardous Materials ....56
36.9 Emergency Response ....56
36.10 Notification of Plant Upset or Accidental Release ....56
36.11 Stormwater Pollution Prevention Plan (SWPPP). ....56

36.12 Facility Design .....57
36.13 Power Plant Landscape Plan.....57
36.14 Construction.....57
36.15 Material Recycling. .....57
36.16 Implementation & Compliance Monitoring. .....57
36.17 Surcharge. .....57

**History of Revisions ..... 57**

## 1. SHORT TITLE

1.1 Short Title. The Keller Canyon Landfill project is henceforth referred to in this document as the Landfill.

## 2. RESPONSIBILITY

2.1 Ultimate Responsibility. The conditions of approval identify the Landfill developer as the party responsible for implementing conditions involving construction and improvements, and the Landfill operator for implementing conditions involving maintenance and management. Regardless of these identifications, the Landfill owner shall be responsible for complying with all conditions.

2.2 Transfer of Ownership. The Land Use Permit for the Landfill shall run with the land; however, a new owner shall be responsible for notifying the County Conservation and Development Department of any change in ownership. A change in ownership shall be interpreted to mean the acquisition of 5 percent or more of the value of the Landfill site covered by this Land Use Permit. (It is noted that other permits may not necessarily run with the land.)

2.3 Assignment of Responsibility.

a) The Board may assign the responsibility of administering specific Conditions of Approval or provisions of this LUP, such as State Minimum Standards, to County Departments or other units of government.

b) The Board may suspend the implementation of conditions or provisions of this LUP where such conditions or provisions are inconsistent with the terms of a contract or agreement entered into between the Board and the operator or other units of government, or by the terms of a joint powers agreement where the County is a member of the joint powers agency. This would not alleviate the need to comply with the public approval process required when amending this LUP. Any Board approved suspension would automatically be nullified at such time as the contract or agreement no longer includes terms inconsistent with the specified condition.

c) For the purposes of Condition 2.3(b), the Franchise Agreement between the County and the Landfill Owner as amended in November 1994, is an eligible contract.

d) If no contract or agreement is in force, as referred to in Condition 2.3(b), the County retains authority to implement this LUP and all of its Conditions.

## 3. COMPLIANCE

3.1 Compliance Objective. The Landfill developer and operator shall at all times comply with the requirements of laws and permits applicable to the facility. This condition is not intended to grant authority or assign responsibility to the County for the independent enforcement of regulatory and permitting requirements that fall within the primary jurisdiction of other agencies (see Condition 11.11).

3.2 Design Standard. The Landfill developer shall design the Landfill facility to meet the requirements of the San Francisco Regional Water Quality Control Board for a Class II waste disposal facility.

3.3 State Minimum Standards. The operation and maintenance of this facility shall at all times comply with Minimum Standards for Solid Waste Handling and Disposal (California Code of Regulations, Title 14 and Title 27).

3.4 Land Use Permits. The Landfill developer and operator shall at all times comply with the provisions and requirements of this Land Use Permit. A violation of any of these conditions may be cause for revocation of the Land Use Permit pursuant to County Code Section 418-4.020 following reasonable written notice. Alternatively, the County has the option of issuing formal notices and assessing penalties pursuant to Section 4.19 of the Landfill Franchise Agreement or County Code Chapter 14-6, Civil Enforcement.

3.5 Solid Waste Facilities Permit. The Landfill operator shall conform with all provisions and requirements of the Landfill's Solid Waste Facilities Permit, and any related directives of the California Department of Resources Recycling and Recovery (CalRecycle) or Contra Costa Environmental Health, as the Local Enforcement Agency for CalRecycle.

3.6 Class II Landfill Requirements. The Landfill operator shall at all times comply with the Class II waste disposal facility provisions and requirements of Article 3, Chapter 15 of Title 23 and Title 27 of the California Code of Regulations.

3.7 Other Regulatory Agencies' Requirements. The Landfill operator shall at all times comply with the provisions and requirements of other regulatory agencies having jurisdiction over the facility.

3.8 Utilities, Service Districts, and Government Agencies' Requirements. The Landfill developer or operator shall at all times comply with the regulations and requirements of utilities, districts, or agencies which have jurisdiction over the installation of improvements or provide services to the landfill.

3.9 Notice Coordination. The Landfill operator shall notify the Department of Conservation and Development (DCD) in writing at the time any report is submitted to other agencies concerning the design, operation, and maintenance of the Landfill. Copies shall be made available or mailed to DCD offices at 30 Muir Road in Martinez upon request.

3.10 Monitoring and Inspection. All monitoring reports and results of inspection or analysis shall be made available to the Contra Costa Environmental Health and Conservation and Development Departments. Any indication of an emergency or other serious problem relating to public health and safety shall be reported at once.

3.11 Master Chart. The Landfill operator will maintain for reference a master chart showing schedules and results of preparation, operation, monitoring and reporting in all major phases of the facility.

## 4. VALIDITY PERIOD

4.1 Validity Period. The Landfill developer shall install pre-requisite improvements and open the Landfill for receiving refuse within three years of the final approval of the project's Solid Waste Facilities Permit. This validity period shall be tolled while any appeal filed by parties other than the Landfill developer is pending. The Landfill developer may request from the Director of Community Development one or more one-year extensions of the Land Use Permit. If the Land Use Permit is not implemented within the specified time, it shall become null and void. The Director of Community Development may allow each one-year extension if the Director finds that there are changed circumstances which warrant the consideration of changes to the Conditions of Approval.

4.2 Operative Date. This Land Use Permit is valid upon approval by the Board of Supervisors. However, it shall not become operative until and unless the permittee (landfill owner, etc.) first obtains and the Board of Supervisors grants a franchise to or approves an agreement with permittee (see Section 13, Franchise Agreements).

## 5. SERVICE AREA

5.1 Area of Origin. The Landfill operator shall not refuse to receive eligible wastes or cover materials which originate in Contra Costa County provided such wastes or materials are delivered to the facility in accordance with these Conditions of Approval and the landfill's Solid Waste Facilities Permit, and provided that the required governmental fees are paid. Rate setting

requirements are specified in the Landfill Franchise Agreement and Section 12 of this Land Use Permit.

5.2 Out-of-County Wastes. *INVALIDATED BY LEGISLATURE*

5.3 Sub-County Service Area. If there is more than one Class II or Class III landfills operating in Contra Costa County, the Board of Supervisors may establish sub-County service areas for each on a temporary or long-term basis. If the Board has established a sub-County service area for the Landfill, the operator shall not accept waste for disposal from outside such area.

5.4 Reciprocal Capacity Agreement. The Landfill operator shall receive waste from outside Contra Costa County if in accordance with the terms and conditions of a Reciprocal Capacity Agreement entered into by Contra Costa County with another county. Waste shall be received upon reasonable notice to the Landfill operator and the Board of Supervisors and direction by the Board to the Landfill operator as to the terms and conditions under which the waste will be received. The Board may specify disposal charges which are applicable only to the waste received under the Reciprocal Capacity Agreement.

5.5 Pre-Requisite Curbside Recycling Program. The Landfill shall not admit for disposal waste loads from communities which do not have an eligible curbside recycling or equivalent program as determined by the Department of Conservation and Development. An eligible program shall recover a range of recyclable materials consistent with a curbside recycling program operating pursuant to a Board of Supervisors approved franchise agreement. The Board of Supervisors has the discretion to identify additional factors to be considered when determining eligibility. The Board retains the authority to approve community programs previously deemed to be ineligible by the Department of Conservation and Development.

## 6. ELIGIBLE AND INELIGIBLE WASTES

6.1 Eligible Wastes. The Landfill operator shall allow only wastes eligible for disposal in a Class II facility, as defined by the Regional Water Quality Control Board to be admitted to the landfill. The wastes admitted to the landfill shall also be consistent with the Solid Waste Facilities Permit (07-AA-0032), administered by Contra Costa Environmental Health, and consistent with the 1990 Environmental Impact Report and Board of Supervisors' policies and approvals (including the Board of Supervisors conditional authorization in 1992-93 to accept special wastes and limited direct haul – see Conditions 8.5 through 8.7) and these conditions of approval. To the extent allowed by law, the Board of Supervisors may direct the Landfill operator not to accept wastes

that do not meet State and County policies and regulations.

6.2 Designated Wastes. The Landfill operator shall allow only those designated wastes (as defined in Section 20210 of Title 27, of the California Code of Regulations and Section 13173 of the California Water Code) approved for this facility by the San Francisco Regional Water Quality Control Board, and shall be consistent with the waste types allowed for disposal pursuant to Condition 6.1. The Board of Supervisors may designate special rates for this waste to the extent allowed pursuant to the terms of the Landfill Franchise Agreement.

6.3 Infectious Wastes. The Landfill operator shall accept only those infectious wastes identified in, and disposed of in accordance with the Solid Waste Facilities Permit.

6.4 Ineligible Wastes. The Landfill operator shall not allow the following wastes to be disposed at the landfill:

a) Hazardous or toxic wastes.

b) Radioactive wastes.

c) Liquid wastes, other than utility sludges meeting Regional Water Quality Control Board requirements.

d) Other ineligible wastes specified in the Solid Waste Facilities permit administered by the Contra Costa Environmental Health.

6.5 Emergency Use. If the service area of the Landfill is determined to be a sub-area of the County, the County Department of Conservation and Development or Contra Costa Environmental Health may allow legal waste originating in areas of Contra Costa County, other than those stipulated in Section 5, to have access to the landfill for periods up to 180 days on an emergency basis. The department(s) may grant one extension for no longer than 180 days. The Board of Supervisors may allow the emergency use of the landfill to continue for any time period deemed necessary.

6.6 Hazardous Waste Screening and Management. See Condition 19.

6.7 Area of Origin Restrictions. See Condition 5.

## 7. LOAD INSPECTION

7.1 Eligible Vehicles and Loads. The Landfill operator shall screen loads to limit to the extent practicable the intake of ineligible waste. Prior to receiving waste,

the Landfill operator shall prepare in writing a program for identifying eligible vehicles and screening loads at the Landfill entrance, random sampling and inspection for ineligible wastes, and checking loads at the Landfill disposal area. The Load Inspection program shall include inspection for hazardous wastes and procedures for their handling and off-site disposal consistent with the Contra Costa County Hazardous Waste Management Plan. The program shall be subject to the approval of Contra Costa Environmental Health and the County Conservation and Development Department.

7.2 Load Covering. The Landfill operator shall spot check all incoming waste-hauling vehicles for proper covering or containerization consistent with the requirements of Section 418-2.008(a) of the County Code. The operator shall identify any waste loads which are susceptible to littering or leakage because of the lack of covering, inadequate covering, or disrepair of screens, covers or containers. Customers delivering any such waste loads shall be required to provide evidence that corrective actions have been taken to effectively cover and contain waste loads (e.g. waste adequately secured with covers and containers in good repair) in order to be eligible to deliver waste loads in the future. Landfill operator shall track and report applicable details about the occurrences and corrective actions taken to the County Department of Conservation and Development annually.

## 8. ELIGIBLE REFUSE TRANSPORT VEHICLES

8.1 Eligible Vehicles. The Landfill operator shall admit only the following refuse transport vehicles:

a) Transfer station trucks (vans). Transfer stations shall have a Waste Management Program, which includes hazardous waste screening and resource recovery operations. Program may be subject to the approval of the Board of Supervisors if deemed necessary for consistency with the Countywide Integrated Waste Management Plan.

b) Demolition and construction material trucks hauling debris that would not be recycled or otherwise diverted from disposal if processed at a local Transfer Station. There are waste reduction requirements that apply to such wastes generated by businesses and industries, therefore the operator shall assist the County to help ensure compliance with such requirements or goals through implementation and compliance with Conditions 8.5 – 8.7.

c) Incinerated sewage sludge-hauling trucks originating at utilities.

d) Sewage and water treatment plant sludge and other byproduct trucks with loads complying with San Francisco Regional Water Quality Control Boards solids-to-liquid requirements.

e) Trucks hauling Designated Wastes approved for this landfill by the Regional Water Quality Control Board.

f) Other specialized waste transport trucks, hauling wastes identified in the Landfill's Solid Waste Facilities Permit which cannot be feasibly processed to increase diversion through a Transfer Station.

8.2 Service Area Restriction. See Section 5.

8.3 Emergency Exemption. See Condition 6.5.

8.4 Reciprocal Use Exemption. See Condition 5.4.

8.5 Direct Haul. Only wastes in the prescribed vehicles which would not be recycled or otherwise diverted from disposal if processed through a local transfer station may be considered for direct haul pursuant to the Procedures specified in Condition 8.6. At least once per year, the Landfill operator shall submit an updated list of waste and material types recovered prior to transfer for disposal at the landfill if contained in loads delivered to any of the local transfer stations open to the public. The annual list shall be subject to the review and approval of the Department of Conservation and Development and is intended to be used when screening direct haul eligibility pursuant to Condition 8.6(g). Loads containing materials that will be used as cover or otherwise beneficially reused on-site and treated as diversion under the Integrated Waste Management Act may be direct hauled without going through a transfer station.

8.6 Direct Haul Procedures. Direct haul process and materials shall be consistent with the Solid Waste Facility Permit (No. 07-AA-0032), this LUP, and applicable policies adopted by the Board of Supervisors including those identified in 8.6(k) below. The operator shall ensure new customers receive information consistent with i) and j) prior to gaining access to the site. The operator shall conduct screening procedures specified in a) through h) prior to allowing customers to direct haul waste/material loads to the landfill. Operator shall provide written confirmation that eligibility has been demonstrated consistent with these procedures prior to loads being accepted for disposal. Operator shall summarize results of direct haul eligibility screening completed each quarter in the direct haul reports required under Condition 8.7.

a) Name of company and physical location at which the waste or material was generated.

b) Complete description of waste including chemical analysis and solids-to-liquid ratio when appropriate.

c) Description of originator’s in-house waste inspection program(s) to

ensure screening for hazardous and/or toxic materials or originator's written confirmation that their practices comply with uniform waste inspection program prepared by the Landfill operator.

d) Description of volume and expected frequency of waste to be hauled and a description of the specialized waste transport vehicle(s) to be utilized.

e) Description of the waste originator's in-house waste reduction and recycling program(s) or originator's written confirmation that their practices comply with a uniform waste reduction and recycling plan to be prepared by Landfill operator and approved by the Department of Conservation and Development.

f) Originator's or transporter's affirmation to adhere to County imposed haul route and peak hour hauling restrictions.

g) Written confirmation by the Landfill operator that the waste or material is not on the approved annual list described in condition 8.5, and

h) Written waste eligibility determination from Keller Canyon Landfill Company based on a) through g) above.

i) Requirements of Keller Canyon Landfill Company describing contract for landfill use, rules and regulations of the landfill (e.g. on-site speed limit), prescribed haul route, load inspection program, driver training program, and any other such information as required.

j) Requirements for proper load covering or containerization and consequences for non-compliance specified in Condition 7.2.

k) Any other information required by the Director of Conservation and Development, or by the actions of the Board on August 11, 1992 October 27, 1992, November 24, 1992, August 17, 1993 and December 14, 1993.

8.7 Direct Haul Reports. The Landfill operator shall submit quarterly direct haul reports to the Department of Conservation and Development. The quarterly reports shall contain details about all direct haul loads, including the date accepted, customer (company) name, waste type, tonnage, location and jurisdiction of waste/material origin (city and county) and end use (disposal, cover or other on-site beneficial reuse). Summarized results of all direct haul eligibility screening conducted during each period shall be submitted in conjunction with the quarterly waste origin reports. The quarterly reports shall also identify the total tonnage of municipal solid waste (Class III waste) received that quarter, total tonnage of Class II wastes received that quarter, and the percentage of total waste received which is characterized as Class II. If determined necessary by DCD, additional reporting information or more frequent reporting may be required in the future.

8.8 Emergency Direct Haul. In the event that a natural disaster or other emergency prevents the timely processing of wastes through a transfer station before disposal at the landfill, such waste or loads may be considered for direct haul. The landfill operator shall submit a written request to the County Department of Conservation and Development when circumstances or conditions warrant, or may warrant, emergency direct haul to the landfill. The landfill operator shall not proceed with emergency direct haul until written approval has been provided by the Director of the Department of Conservation and Development. The landfill operator shall submit an incident report describing the basis for emergency direct haul and the contingency actions taken.

## 9. OPERATING PARAMETERS

9.1 Hours of Operation. The Landfill operator shall not open the landfill to receive waste loads before 7:00 a.m. or after 7:00 p.m. Refuse shall be covered by 7:30 p.m. at which time working lights shall be extinguished. Entry and security lights shall be dimmed at 7:30 p.m. Other hours of operation, within those parameters, may be specified by Contra Costa Environmental Health or in the Landfill's Solid Waste Facilities Permit. Special loads may be received at other times in accordance with procedures established by Contra Costa Environmental Health or the Department of Conservation & Development.

The Director of Conservation and Development may administratively shorten or extend the hours of operations prescribed above after consultation with the Landfill operator, Contra Costa Environmental Health, and the City of Pittsburg, after holding a public hearing to obtain the comments of other interested parties. To shorten the hours of operation, the Director of Conservation and Development shall find that the changes are needed to mitigate substantial noise, traffic, or similar impacts arising from the operation of the Landfill which were not known when this Land Use Permit was adopted. To extend the hours of operation, the Director of Conservation and Development shall find that longer hours will not cause traffic, noise, glare, or similar impacts of Landfill operations to substantially increase in the vicinity of the Landfill. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development if required to address any applicable officially declared disaster.

9.2 Operating Days. The landfill shall remain open for operation six days a week except on Holidays. It shall close on Sundays. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development.

9.3 Maximum Daily Tonnage. The landfill may accept for disposal a maximum of 3,500 tons of refuse per day. The Board of Supervisors shall review and revise, if necessary, the maximum allowable tonnages per day. If the Board establishes sub-County service areas, maximum tonnages for each landfill may be prorated to reflect their service areas. The Board may increase the maximum daily tonnages, if necessary, to reflect Reciprocal Capacity Agreements or emergency measures. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development. The Landfill operator shall submit quarterly reports to the Department of Conservation and Development solely showing daily waste tonnage accepted for disposal.

9.4 Minimum Buffer Zone. The Landfill developer shall reserve a minimum buffer of 2,000 feet from the closest place of permanent waste placement to the closest existing residence on Jacqueline Drive.

9.5 Special Buffer Area. No residential housing shall be permitted at any time in the special buffer area. See Condition 23.2.

9.6 Dedication of Special Buffer Area. At the time of the submission of the landfill's Development and Improvement Plan, pursuant to Government Code Section 7050, the landfill owner shall offer to dedicate the fee title of the land within the Special Buffer Area to the County of Contra Costa for recordation. The County may accept the fee title and complete the dedication subsequent to the opening of the landfill for the disposal of waste. In making the offer of dedication the Landfill owner may reserve the rights to carry out mitigation programs required by these Land Use Permit Conditions of Approval, and as may be further detailed in implementation plans required to be prepared by these Conditions within the Special Buffer Area. The Landfill operator may perform grading and make installations, such as drainage ditches within the Special Buffer Area related to the landfill facility, provided that the grading and installations are consistent with the approved final Development and Improvements Plan and do not impair the capability of the Area to accommodate agricultural grazing and provide habitat mitigation consistent with these Conditions of Approval. Similarly, the Landfill operator shall be allowed to carry out closure and post-closure activities related to the landfill or the Special Buffer Area provided that such activities are consistent with a County-approved closure plan and with the uses of the land allowed by these Conditions of Approval.

The County may require the Landfill operator to maintain the Special Buffer Area, subsequent to dedication, at the operator's expense. Maintenance shall include security, weed control, erosion control and the provision of fire trails.

## 10. WASTE MEASUREMENT AND CHARACTERIZATION

10.1 Volume Estimation. The Landfill operator shall prepare reports annually estimating the remaining landfill site life (years) and capacity (cubic yards and tons). Reports shall be submitted to the Department of Conservation and Development by March 1st of each year. The Landfill operator shall also submit an initial topographic map prior to receiving wastes.

10.2 Scales. The Landfill developer shall install certified scale(s) at the landfill to weigh incoming and outgoing trucks. A weighing program, subject to approval by Contra Costa Environmental Health and Director of Weights and Measures, shall be implemented to monitor incoming wastes.

10.3 Waste Characterization. The Landfill operator shall participate with transfer station operators serving the landfill in a tracking and reporting program to characterize incoming wastes by generator (customer) name, type, amount, and originating community and perform detailed load inspections on vehicles according to a program specified by the Department of Conservation and Development. Reports shall be submitted to the Department of Conservation and Development on a quarterly basis on or before the landfill reporting deadlines specified in the Disposal Reporting regulations (Title 14).

## 11. ADMINISTRATION

11.1 Permit Review. The Landfill operator shall submit reports to the Department of Conservation and Development summarizing the compliance status for these Land Use Permit Conditions of Approval annually unless otherwise specified by the Director of Conservation and Development. The Board of Supervisors will hold annual public hearings to review the Conditions of Approval for this Land Use Permit for three years beginning one year after the commencement of operations of the Landfill. The Board may refer proposed changes to the Land Use Permit to the County Planning Commission for processing. Thereafter, the County Planning Commission shall hold public hearings on the Land Use Permit at three-year intervals. As a result of a review and public hearing, the County Planning Commission may recommend to the Board of Supervisors new or modified conditions to improve the public health, safety, and welfare or in response to court decisions or regulatory changes. Nothing in this condition shall preclude the Landfill owner from applying for amendments to the Land Use Permit at any time or preclude the County from addressing emergency situations or new requirements imposed by State or Federal legislation or the courts.

11.2 Local Advisory Committee. The Department of Conservation and Development shall organize, and the Landfill developer shall participate in a

local advisory committee, consisting of elected representatives of local residents and neighborhood associations, to comment and advise on the development of the landfill and its operations. The Board of Supervisors may sanction the Local Advisory Committee as an official County committee. The committee shall be established as soon as reasonably possible after the Board of Supervisors' approval of this Land Use Permit, if such approval is forthcoming. Meetings shall be initiated following the approval of a Land Use Permit and shall be held at least quarterly through the first two years of landfill operation. Subsequently, meetings may be held annually, but with the provision for meetings on call by the chair or the written request of 3 or more members unless otherwise specified by the County Board of Supervisors. Contra Costa Environmental Health shall be notified at least 10 days in advance of all meetings. Subjects for consideration at meetings will include, but shall not be limited to safety and emergency procedures, landfill fill-related traffic problems, screening of visual impacts and problems of litter, odor, and noise control. Meeting agenda also may include discussion of reports on the landfill construction, operation and maintenance. The Landfill operator shall provide reasonable access to the landfill arranged through the Conservation and Development Department. A surcharge on the tipping fee may be used to fund the advisory group's operations.

11.3 Insurance and/or Bonding. The applicant shall provide the insurance and bonds specified by the units of government having approval authority over the project. The applicant/operator is obligated to comply with additional County specified insurance and bonding requirements pursuant to Article 12 of the First Amended Landfill Franchise Agreement. Subjects may include continuity of landfill operation, non-compliance, emergency measures, construction performance, landscaping and closure.

11.4 Notification Program. The Landfill operator shall prepare and implement a program to notify potential customers and periodically remind existing customers of the landfill's opening and closing times, and the conditions of its use, including waste reduction and recycling requirements, load covering requirements, site access regulations, truck maintenance to conserve fuel and a detailed list of prohibited hazardous wastes and alternative disposal options. Customers shall also be notified and periodically reminded of waste acceptance eligibility criteria so that refuse loads containing materials on the list approved annually pursuant to Condition 8.5 are not being brought directly to the landfill. The program should be prepared in conjunction with the operator(s) of the transfer station(s) serving the landfill consistent with the Board of Supervisors' policies on direct haul (see Conditions 8.5 through 8.7). It shall be approved by the County Department of Conservation and Development.

11.5 Development Coordinator. The Landfill owner shall provide a fund to support

a County Landfill Development Coordinator, if the County establishes the position, through the period of construction and landfill operations. The Coordinator shall be a staff member or a consultant. The owner shall make quarterly advance payments.

The Landfill developer and operator shall provide such information as the Development Coordinator may require to review plans and installations under the purview of the County, except that any requirements for additional studies shall be subject to the approval of the County's Director of Community Development.

11.6 Compliance and Mitigation Monitoring Program. The Landfill operator shall fund the County Department of Conservation and Development's program for monitoring of compliance with these Conditions of Approval and the Environmental Impact Report's mitigation monitoring program.

11.7 Pre-Annexation Notification. If the Landfill owner decides to request annexation of the Landfill to a city, the owner shall notify the Board of Supervisors at least 180 days in advance of filing any application for such annexation. The Board may require the Landfill owner to consult with it or County staff to determine how solid waste management programs specified in these Conditions of Approval would be carried out subsequent to annexation. In no case shall the annexation relieve the Landfill operator of the financial responsibilities, including payment to the County of mitigation fees, specified in these Conditions.

11.8 Fee and Surcharge Identification. The Landfill operator (permittee) shall not identify the costs of public agency (County, etc.) fees, charges, or surcharges on bills and receipts issued to landfill users without first obtaining the specific written approval of the County.

11.9 Interpretation of Conditions. The Conservation and Development Department Director is authorized to interpret these Conditions in the event that any clarification is needed.

11.10 Conditions Requiring Franchise. Conditions of Approval 4.2, Operative Date, and 13.4, Franchise Agreement Requirement, require a franchise or agreement to be established by this County. All of the terms of said franchise or agreement shall be subordinate to these Conditions of Approval, and these Conditions of Approval shall control in the case of any conflict unless otherwise provided for pursuant to Condition 2.3. There shall be no need to amend these Conditions of Approval or the franchise in the event of such a conflict.

11.11 Regulations Enforced by Other Agencies. Several of these Conditions of

Approval relate, paraphrase or summarize laws and regulations which are imposed and enforced by other governmental agencies which have jurisdiction over particular aspects of this project. It is this Board's intent in adopting these Conditions of Approval to provide the applicant and the public with an overview of the scope of regulation applicable to this project and to provide this County with the authority to exercise enforcement power if deemed necessary in response to violations of such laws and regulations enforced by other agencies. Unless specifically stated in the Conditions of Approval, however, it is not this Board's intent to establish rules or regulations which are stricter than the laws or regulations which are applied to this project by the other agencies with jurisdiction over aspects of this project. If another agency primarily responsible for some aspect of this project finds that any action or inaction is in compliance with, or violates, any such law or regulation, that finding shall be conclusive. If these Conditions of Approval require some approval by any other agency and that agency declines to approve or disapprove the subject matter, such approval shall be deemed to have been given for purposes of these Conditions of Approval.

11.12 Required Expenditures. This Board does not intend, by requiring the applicant to fund various measures, to make any decision regarding whether or not, or how, any expenditures incurred may be recovered through the rate structure or otherwise by the applicant. Any such decision by this Board shall be reserved for its consideration in the franchise or agreement. No inference regarding this issue is to be drawn from this Board's use of any particular terminology in these Conditions of Approval.

11.13 Designation of Authority. In any instance where a Condition of Approval provides that this Board will decide or act upon a certain matter, this Board may delegate the initial decision making or action with respect to that matter to the Director of Conservation and Development or such other designee as this Board determines to be appropriate, provided that there shall be a right of appeal to this Board from any decision to the Director of Conservation and Development or other designee.

## 12. RATE REVIEW

12.1 Rate Approval.

a) The Board of Supervisors may at its discretion review and approve all rates charged by the landfill operator at the landfill to the extent allowed by the terms of the applicable Franchise Agreement. The rates established by the Board shall be the maximum rates.

b) The landfill operator shall at all times maintain on file with the County, a current schedule of Base Rates and Gate Rates charged to each

customer as required in Section 6.6 of the Landfill Franchise Agreement.

c) As provided for in Condition 2.3, where there is an inconsistency between the requirement(s) of this or any other rate setting Condition in Section 12 and the terms of the Landfill Franchise Agreement which granted the operator sole discretion over setting the base gate rate charged to customers, the terms of the Landfill Franchise Agreement shall supersede the applicable language in Condition 12.1(a) and 12.2 - 12.6 until such inconsistency no longer exists pursuant to Condition 2.3(d).

12.2 Rate Review. If the Board of Supervisors elects to review and approve rates, it should be done annually in accordance with the rate review procedure established by the County. More frequent review of rates may occur if requested by the landfill operator and if the Board determines that changing circumstances warrant such review. The Board may also review rates more frequently if the Board determines that it is in the public interest to do so pursuant to the terms of the Franchise Agreement for the landfill.

12.3 Form and Content of Rate Review Application. The landfill operator shall submit its rate application in a form and content as specified by the County. The Landfill operator shall provide any relevant rate and cost information requested by the County. Such application may require the landfill operator to submit the application on forms and/or using computer software provided by or specified by the County. The County shall have the right to inspect and audit all records of the landfill operators which support its rate review application.

12.4 Rate Application Guidelines. The rate application shall be designed to ensure reconciliation of rates with audited company financial statements; detailed year-to-year cost comparisons; documented guidelines for allowable expense categories, accounting methodologies, allowable management costs and other cost elements; unit usage and unit cost data on major expense items; calculation and reporting of company productivity statistics by cost category; and full documentation of assumptions and source materials. The rate application process shall also provide for comparative rate surveys with other similar operations.

12.5 Financial Statement. The landfill operator shall maintain full and complete accounting records in conformity with generally accepted accounting principles applied on a consistent basis. A financial statement for the preceding fiscal year, in such form and providing such information as the Board may require, shall be submitted with each rate review application. The financial statement shall be prepared and certified by a Certified Public Accountant currently licensed to practice in the State of California. The

County, through a Certified Public Accountant appointed by the County for that purpose, shall at all reasonable times have the right to inspect and audit the records of the landfill operator that supports the financial statements. The County reserves the right to determine which records are relevant.

12.6 Scope of Rates. The Board of Supervisors may require that the landfill operator include in its rates collection for purposes other than disposal including but not limited to, charges for funding of inspections, charges relating to origin of waste such as out-of-county waste, franchise or agreement fees, closure and postclosure maintenance of other landfills, solid waste management programs such as general litter pick-up, abandoned vehicle removal, solid waste planning, and any other conditions of approval.

## 13. FRANCHISE AGREEMENT

13.1 Franchise Compliance and Agreement. The Landfill operator shall be subject to the terms and conditions of any franchise or agreement established by the Board of Supervisors. A draft franchise or agreement shall be submitted with or before the Final Development and Improvements Plan.

13.2 Assignment. The landfill operator and the landfill owners shall not assign or subcontract the franchise or agreement, any part of the franchise or agreement or any obligation of the franchise or agreement without written prior consent of the Board of Supervisors. Unless otherwise specified in the franchise agreement, the term "assignment" shall include any dissolution, merger, consolidation or reorganization of the landfill's ownership or the sale or other transfer of the controlling percentage of the owner's stock in the landfill or the sale of 51% of the value of the assets of the landfill's owners.

13.3 Contents. The franchise or agreement may contain such provisions as the Board deems necessary, including but not limited to complete indemnification of the County, liability insurance by type and amount, performance bond by type and amount, rights of the County to acquire ownership of the landfill, funding for mitigation and reimbursement of County costs, funding for closure or post-closure costs, franchise or agreement fee fees) rate review and approval procedure and determination of and consequences of breaches of the franchise.

13.4 Requirement. Permitee shall not establish, operate or carry on the business of a solid waste facility pursuant to this permit unless and until it has been first granted a franchise (or entered an agreement with the Board of Supervisors).

13.5 County Discretion. Notwithstanding any other provision of this Permit, Permittee acknowledges that the County's discretion to grant or deny one or

more said exclusive, non-exclusive or otherwise franchises or similar agreements is not limited or abridged in any manner by this Permit; and that this Permit does not require the approval of any such franchise or agreement. County reserves the right as part of the negotiation and entry of any such franchise or agreement to enter a public-private partnership with the Permitee for the project and/or to pursue the rights of the County to acquire ownership of the Landfill.

## 14. LAND USE PERMIT PLAN CONSTITUENTS

14.1 Initial Development and Improvements Plan. The Initial Development and Improvements Plan approved by this Land Use Permit, and modified by these Conditions of Approval, shall consist of the following schematic plans included in the applicant's January 31, 1989 entitlement application, the Keller Canyon Landfill Comprehensive Project Description (February 1989) and addendum (December 1989), and the 3-volume Site Characterization Report (September 1989).

a) Grading/Excavation Plans with fill limits for each phase.
b) Layout for Groundwater Collection System.
c) Liner System Cross-section and Installation Sequence.
d) Leachate Collection System Layout Plan.
e) Gas Collection Layout Plans for each phase.
f) Surface Water Drainage Plan.
g) Facilities Site Plan for Operations and Maintenance.
h) Leachate, Landfill, Gas and Water Storage Facility.
i) Landfill Access Road Plans Profiles, Typical Section.
j) Bailey Road Plan and Typical Section.
k) Landscape Facilities Site Plan for Operations and Maintenance.
l) Landscape Plan for Leachate, Landfill Gas and Water Storage Facilities.
m) Landscape Plan.

14.2 Regulatory Agency Approvals. Subsequent to the approval of this Land Use Permit, the Landfill Developer shall obtain approvals from the regulatory agencies having jurisdiction over the project, and obtain their detailed requirements for building, serving, and operating the Landfill. The approvals shall include, but are not limited to:

a) Waste Discharge Requirements from the Regional Water Quality Control Board.

b) Authority to Construct (and Authority to Operate Requirements) from the Bay Area Air Quality Management District.

c) Wetland Modification Permit from the Army Corps of Engineers.

d) Streambed Alteration Agreement from the State Department of Fish and Wildlife.

The Landfill developer shall notify the Department of Conservation and Development if proposed or adopted permit conditions or requirements of other regulatory agencies do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report. The Landfill operator shall submit to the County copies of all new and modified permits or entitlements at the time each is issued or approved by the applicable regulatory agency.

14.3 Improvements Requirements. Subsequent to the approval of this Land Use Permit, the Landfill developer shall obtain approvals from the agencies, utilities, and parties having jurisdiction or control over the on-site and off-site improvements required by this Land Use Permit or by agencies having regulatory jurisdiction over the project. The Landfill developer shall notify the Conservation and Development Department if proposed or adopted Conditions or requirements do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report.

## 15. DEVELOPMENT AND IMPROVEMENTS PLAN

15.1 Final Development and Improvements Plan. Subsequent to the approval of the Land Use Permit but prior to the commencement of any construction, the Landfill developer shall submit a Development and Improvements Plan to the Conservation and Development Department and obtain the approval of the Director of Community Development. The Development and Improvements Plan shall be consistent with the project approved by the Land Use Permit, but prepared to a level of detail appropriate for the review of the engineering and construction of the project's on-site and off-site improvements. It shall be internally consistent with the project's Environmental Impact Report findings, these Conditions of Approval, regulatory agencies and others having discretionary approvals over the project, and the Solid Waste Facilities Permit issued by Contra Costa Environmental Health. The Conservation and Development Department will coordinate the review of the plan by Contra Costa Environmental Health, the Public Works Department, and other appropriate units of government. The Landfill developer shall comply with all provisions of the final Developments and Improvements Plan.

The Development and Improvements Plan shall include:

a) Site Development Plan, as described in the following sections.
b) A Surface Water Management and Sediment Control Plan, (Section

18).

c) An Agricultural and Habitat Enhancement Plan, (Section 23).
d) A Waste Reduction and Resource Recovery Program, (Section 31).
e) A Landscape (screening) Plan, (Section 22).
f) A Landfill Gas Management/Air Quality Monitoring/Odor Control Plan, Section 20).
g) A Leachate Management Plan, (Section 17).
h) A Site Services and Utilities Plan (Section 30).
i) A Traffic/Circulation Plan, (Section 29).

15.2 In approving the Development and Improvements Plan, the Conservation and Development Department Director may allow the Landfill developer to phase construction of landfill modules and other features, except where timing is specified in these conditions. The submittal of the Development and Improvements Plan components may reflect this phasing.

## 16. SLOPE AND SEISMIC STABILITY

16.1 Landfill Slopes Objective. Landfill slopes shall be engineered to provide static and dynamic (seismic) stability under design criteria for Class II Landfills.

16.2 Seismic Design. The Landfill, its drainage features and operating components (lifts, berms, liners, sediment pond, leachate and gas collection systems and major stockpiles) shall be designed to withstand earthquakes as specified in applicable regulations. The Landfill developer shall utilize a MCE (design earthquake) specified by the San Francisco Regional Water Quality Control Board. The Landfill developer shall provide substantiation in the Final Development and Improvements Plan that the Landfill design will withstand the MCE.

16.3 Landslide Study. The Landfill developer shall employ a licensed geo-technical consultant to conduct a supplementary study of landslides and slope stability in areas of the site affected by Landfill and improvements grading. The study shall be performed by a licensed geotechnical professional. The study shall be subject to the approval of the County and the San Francisco Regional Water Quality Control Board. The Landfill developer shall incorporate the results of the study into the site grading program and the designs of overlying structures, which shall be included in the Development and Improvements Plan.

16.4 Geotechnical Inspector. The Landfill operator shall fund the costs of an independent geotechnical consultant, who shall be selected by and be responsible to the County. The Inspector shall inspect the installation and condition of liners, leachate control facilities and other installations, identified

by the County, as they are installed and periodically thereafter as directed by the County. This provision shall remain in force over the life of the landfill.

16.5 Landfill Design Stability. The Landfill developer shall provide a static and dynamic stability analysis of the final engineering design of the Landfill and its appurtenant improvements. The stability analysis method and the resulting analysis shall be approved by the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board and included in the Final Development and Improvements Plan.

16.6 Slope Monitoring. The Landfill operator shall install and maintain slope monitoring stakes on landslides and sensitive slopes which could affect an operating Landfill. The monitoring program shall be approved by the County Department of Conservation and Development.

16.7 Settlement Program. The Landfill developer shall implement a program to prevent fill settlement and an inspection program to detect and correct settlement problems. The developer shall compact the refuse and cover materials to maximum strength and design and maintain the necessary slope gradient to ensure proper surface water drainage. A network of settlement platforms shall be installed to monitor fill settlement at critical points. The station specifications and locations shall be included in the Improvements and Development Plan. The Settlement program shall be subject to the approval of the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board.

16.8 Emergency Landslide and Earthquake Program. The Landfill operator shall prepare and implement an emergency program for inspecting the Landfill facility, dealing with failures and providing for uninterrupted refuse handling for implementation following a landslide and/or earthquake. The program shall be subject to the approval of the County Department of Conservation and Development, Contra Costa Environmental Health and the Regional Water Quality Control Board.

16.9 Settlement Pond Embankment Design. The Landfill developer shall design the settlement pond to control foundation seepage through the means of a filter or other materials.

16.10 Settlement Pond(s) Monitoring Program. The Landfill operator shall prepare and implement a failure prevention and warning system, including daily monitoring and visual inspection, for the sedimentation ponds. The program shall be approved by the County Conservation and Development Department and shall be included in the Development and Improvements Plan.

16.11 Stockpile Stability. Commencing with the onset of stockpiling, the Landfill

operator shall continually analyze daily cover material stockpiles for stability to determine allowable heights and/or slopes. The results shall be available to the County Conservation and Development Department and Contra Costa Environmental Health on demand.

16.12 Unstable Areas. Areas with landslide potential to affect landfill operations shall be stabilized through excavation or other methods such as compacting or the construction of retaining walls. Grading operations shall be performed in a manner which shall not destabilize slopes.

## 17. GROUNDWATER PROTECTION

17.1 Groundwater Protection Objective. The Landfill shall not impair the beneficial uses of groundwater on the Landfill site or in its vicinity. The design and monitoring of the Landfill shall be based upon the assumption of the existence of high permeability interconnecting cracks and fissures in the underlying strata allowing the potential of groundwater transmission.

17.2 Landfill Liner. The Landfill developer shall install a engineered liner system, including a clay liner and a high-density polyethylene liner, which meets State Class II Landfill standards. The liner shall be approved by the San Francisco Bay Regional Water Quality Control Board and its specifications and design shall be included in the Development and Improvements Plan. The liner shall be designed to withstand the Maximum Credible Earthquake as specified by the Regional Water quality Control Board. See Section 16.

17.3 Leachate Collection System. The Landfill developer shall install a leachate collection system which shall meet State Class II standards. The leachate collection system shall be approved by the San Francisco Bay Regional Water Quality Control Board, and its specifications and design shall be included in the Development and Improvements Plan. Leachate shall be contained by a double liner system consisting of a two-foot thick layer of clay overlain by a synthetic membrane liner. Enclosed storage tank design for leachate treatment shall meet hazardous waste storage requirements, which includes a double liner system with perimeter berms. An emergency connector shall be installed between the pre- and post-treatment tanks in the event of an overflow situation. A tanker truck shall be readily available for emergency purposes. Measures shall be taken to limit leachate formation, such as prompt covering of waste and provision of surface water drainage away from landfill areas.

17.4 Surface Drainage System. Water collected in the underdrain system beneath the landfill shall be monitored on a regular basis specified by the San Francisco Regional Water Quality Control Board. If contaminated, this water

shall be treated as leachate. See Section 18.2.

17.5 Groundwater Monitoring. The Landfill developer shall install a groundwater monitoring system and implement a monitoring program, as required by the San Francisco Bay Regional Water Quality Control Board. The monitoring stations' specifications, locations, and their frequency of monitoring shall be included in the Development and Improvements Plan. The proposed monitoring program shall be subject to review by Contra Costa Environmental Health and the County Conservation and Development Department.

17.6 Downstream Well Monitoring. . The groundwater monitoring program shall include selected wells down gradient from the site. The wells shall be subject to approval by the San Francisco Regional Water Quality Control Board. The Landfill operator shall sample and analyze water from these wells as required by the Regional Water Quality Control Board. The location of these wells shall be identified on the Development and Improvements Plan.

17.7 Baseline Water Characterization. The Landfill developer shall conduct a groundwater characterization study for at least a one-year period following the approval of the Land Use Permit. The procedures for the study shall be specified by the San Francisco Bay Water Quality Control Board and Contra Costa Environmental Health.

17.8 Liquid Waste Disposal. The Landfill operator shall comply with the requirements of the Regional Water Quality Control Board for disposal of de-watered sewage and other utilities' sludges in the Landfill to prevent excess liquid concentrations. The Landfill operator shall not accept other liquid wastes.

17.9 Drainage Grading. The Landfill developer shall grade completed fill areas to convey surface run-off to ditches at the fill perimeter to limit infiltration into the Landfill. The grading specifications shall be included in the Development and Improvements Plan.

17.10 Leachate Management. The Landfill operator may reapply leachate removed from the leachate collection sumps to the Landfill for absorption by solid waste, or arrange for its transportation (pretreated if necessary) to an appropriate treatment and disposal facility. If leachate is returned to the fill area, it shall be injected under the Landfill's cover rather than applied over its surface. The return of leachate to the Landfill shall be subject to the solids-to-liquids ratio restrictions defined by the San Francisco Bay Regional Water Quality Control Board and Contra Costa Environmental Health. If leachate is transported to an off-site disposal/treatment facility, it shall be pretreated on-site to meet all requirements of such facility before transport. If leachate build up becomes a problem, Contra Costa Environmental Health may require

additional remedial measures, such as the placement of more soil cover, or the installment of a low-permeability earthen or synthetic cover. The Leachate Management Program shall be included as part of the Site Design Plan.

17.11 Water Balance Calculations. The Landfill operator shall provide water balance calculations, when requested by the Regional Water Quality Control Board or other applicable regulatory agency, to evaluate intermediate stages of Landfill operation to ensure the maintenance of a proper solids-to-liquid ratio.

17.12 Leachate Holding Tanks. Holding tanks for leachate shall be tested to ensure chemical compatibility to prevent chemical degradation of said tanks. The Landfill developer shall submit test results to the Regional Water Quality Control Board and Contra Costa Environmental Health, prior to the submission of the Development and Improvements Plan.

17.13 On-Site Water Supply Wells. The Landfill developer shall construct the proposed on-site water supply wells after a hydro-geologic investigation has determined flow direction and relationship between water bearing strata if any. Water supply wells shall utilize separate water bearing strata, and shall be sealed to prevent communication between shallow and deep ground water. The locations and characteristics of water supply wells shall be described in the Development and Improvements Plan, and shall be subject to Contra Costa Environmental Health and San Francisco Regional Water Quality Control Board approval. Pump tests shall be provided for on-site wells located within 500 feet of any domestic well to evaluate interference between wells.

17.14 Off-Site Water Well Contamination. If the water quality of nearby domestic water supplies is impaired by Landfill leachate, the Landfill operator shall take immediate remedial action that is acceptable to Contra Costa Environmental Health and the San Francisco Regional Water Quality Control Board. The source of contamination shall be identified and immediately repaired. Remedial measures shall include but are not limited to extraction wells and slurry walls. The Landfill operator may be required to replace the impaired water supply.

17.15 Liner Installation Inspection. See Condition 16.4.

17.16 Secondary Containment. The Landfill developer shall construct a secondary containment system capable of containing 1.5 times the volume of each leachate-holding tank.

17.17 Working Face. The Landfill operator shall maintain a maximum daily working face of 3 acres or less in order to minimize surface water infiltration to the refuse, as well as to control dust and erosion, prevent vector proliferation, and

minimize visual impacts. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed to be warranted by the Director of Conservation and Development.

## 18. SURFACE WATER PROTECTION

18.1 Surface Water Protection Objective. The Landfill shall not impair the beneficial uses of water bodies in the vicinity of the Landfill site.

18.2 Surface Drainage System. The Landfill operator shall install and maintain a Landfill surface drainage system which shall be designed to meet State Class II standards. It shall accommodate a 1,000-year, 24-hour design storm, as specified by the County Public Works Department and the San Francisco Regional Water Quality Control Board (SFRWQCB). The drainage system shall convey surface water around the active fill area without contacting the working face or any solid waste. The surface drainage system shall be approved by the SFRWQCB and the County Department of Conservation and Development and included in the Development and Improvements Plan. Surface flow shall be evaluated further with groundwater levels and precipitation factors prior to construction, and findings incorporated into the final landfill design in order to lessen impacts to surface water flow. Flow rates and groundwater levels shall be monitored through the life of the landfill. If loss of surface flow is determined to have unforeseen impacts, a like amount of water shall be provided.

18.3 Creek Protection. The landfill shall be designed so leachate and other contaminated water does not flow into Lawlor Creek. See Section 23.3.

18.4 Surface Water Management and Sediment Control Plan. The Landfill developer shall prepare and implement a Surface Water Management and Sediment Control Plan, which shall be subject to the approval of the County Department of Conservation and Development. The plan shall include a Stability Analysis of proposed cut and fill slopes, and shall prevent substantial erosion on slopes on the project site and reduce the amounts of water-borne materials from reaching surface waters. It shall include the components listed below, and it shall be included in the Final Improvements and Development Plan.

a) Primary Grading. The Landfill developer shall perform primary grading for the project's fill modules, cover, roads, paved areas, building sites, and the construction of site slopes during the April through October low rainfall season.

b) Temporary Flow Restriction. If grading must be done during rainy periods, or if erosion is occurring on previously graded areas, the

Landfill developer shall take corrective actions, which may include the installation of ground cloth or the placement of hay bales.

c) Ground Cover. The Landfill developer shall plant ground over on graded areas which are not to be developed within 90 days. The ground cover shall be consistent with the Landscaping Plan.

d) Ditch/Swale Liners. The Landfill developer shall line any ditches and swales for conveying surface runoff across sanitary Landfill areas to limit water infiltration. Drainage-ways across other areas shall be lined or planted to limit erosion.

e) Sedimentation Ponds. The Landfill developer shall install and maintain a sedimentation pond system prior to other landfill development to hold and process drainage from the Landfill property which shall be designed to withstand the 1,000-year, 24-hour design storm and Maximum Credible Earthquake event. The Landfill developer shall develop a program for monitoring storage volumes in the sedimentation ponds and releasing water depending on expected rainfall. Flow rates for downstream discharge shall not exceed the 25-year, 24-hour design storm. The program shall include a preventive maintenance program which shall include a program for clearing of sedimentation ponds and maintenance of perimeter ditches and vegetative cover. The owner shall submit documentation to the Department of Conservation and Development to demonstrate that basin maintenance (e.g. dredging) has been completed as needed or required prior to the start of the rainy season (October 15th). The program shall be subject to approval from the County Department of Conservation and Development, Contra Costa Environmental Health, Public Works Department, and the San Francisco Regional Water Quality Control Board. The efficacy of the Landfill surface water control system in reducing downstream flooding shall be addressed in the annual and triennial reviews required by Condition 11.1.

f) Runoff Conveyance. Erosion to ditches or gullys used to convey runoff shall be corrected by use of appropriate measures such as energy dissipators or rip rap.

g) Equalization Basin. Water in contact with the working face area of the landfill shall be discharged into an equalization basin, monitored, and treated if necessary.

18.5 Monitoring. The Landfill developer shall prepare and implement a surface water monitoring program to check for possible contamination of off-site surface water drainage facilities. Baseline water quality shall be determined prior to project implementation. Sedimentation pond outflow shall be monitored. The monitoring program shall be subject to approval of Contra Costa Environmental Health, the County Conservation and Development

Department, and the Regional Water Quality Control Board.

## 19. HAZARDOUS WASTE

19.1 Hazardous Waste Ineligible. See Section 6.4.

19.2 Load Inspection. See Condition 7.1

19.3 Household Hazardous Waste Program. The Landfill operator shall develop a household hazardous waste collection and management program for the service area which is consistent with the County Hazardous Waste Management Plan and with the County Integrated Solid Waste Management Plan. The program shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments. The household hazardous waste shall be managed in accordance with the "Waste Minimization Hierarchy" identified in the County Hazardous Waste Management Plan. The operator is encouraged to develop the program in cooperation with other waste management facilities and collection services. The proposed program, along with a schedule of proposed costs and funding sources, shall be submitted to the County departments no later than 6 months prior to the opening of the landfill. The program shall include mechanisms for removing household hazardous waste from the waste stream which arrives at the facility. If the household hazardous waste program (or a version of it) is approved by the County Board of Supervisors, the Landfill operator shall implement it. The Landfill household hazardous waste program shall include a public information and education program approved by the County Health Services Department/County Hazardous Materials Commission for notifying facility users and households in its service area of what constitutes hazardous waste and how such wastes are to be disposed of. The household hazardous waste program shall be amended if required by the County Board of Supervisors in their review of the Land Use Permit.

19.4 Hazardous Waste Pre-screening. The landfill entrance load screening procedures and a manual load check program during unloading operations shall be included in the load screening program required under Condition 7.1. Landfill employees shall be instructed to investigate suspicious containers for hazardous materials during bulldozing and other activities. Any hazardous materials found shall be set aside for proper collection and disposal.

19.5 Regulatory Agency Approvals. The collection and storage of toxic and hazardous wastes pursuant to this section shall be subject to County Health Services Department’s Hazardous Materials Division, State Department of Health Services, and other regulatory agency approvals.

## 20. AIR QUALITY PROTECTION

20.1 Prevention of Air Quality Deterioration. The Landfill operator shall manage the facility in a manner that does not result in the significant deterioration of air quality in the vicinity of the site or in the Bay Area. The condition shall be interpreted as a requirement that the Landfill comply with terms of the Authority to Construct Permit to Operate permits issued by the Bay Area Air Quality Management District.

20.2 Odor Containment. The Landfill operator shall operate the Landfill in a manner that prevents odors from being detected off-site, pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District. If odors are reported to Contra Costa Environmental Health, or reports are relayed from the Bay Area Air Quality Management District, the Department of Conservation and Development or Contra Costa Environmental Health may require additional physical improvements or management practices as necessary to alleviate the problem. Contra Costa Environmental Health shall have the authority to cease disposal at a particular area of the Landfill, to control odors. A small daily working face (3 acres or less) shall be maintained. The leachate treatment system shall be enclosed and properly maintained to control odors from leachate. The landfill gas collection system and flare shall utilize BACT to reduce landfill gas as a source of toxics and odor.

The Landfill operator shall implement Best Management Practices of the industry to minimize odors from operations and emissions from equipment. If the operator is contacted about odors being detected off-site, the date, time and description of the odor complaint shall be logged and investigated promptly to expedite implementation of any necessary corrective action by the landfill operator. The Landfill operator shall contact Contra Costa Environmental Health or the Bay Area Air Quality Management District at minimum of once per year to obtain any information possible about odor complaints received by each agency. Any odor complaints received by the Landfill operator, Contra Costa Environmental Health or the Bay Area Air Quality Management District shall be included in the annual Activities Report required under the Landfill's Franchise Agreement unless otherwise specified by the Director of Conservation and Development. The landfill operator shall provide a means for receiving after hours odor complaints. Complaints shall be promptly investigated (after hours investigations required if/when multiple after hours complaints received on the same day or on multiple consecutive days) to identify whether the source of the odor is on the landfill site, in which case the problem should be corrected in a timely manner. A response to the person lodging the complaint shall be

made within 48 hours and copied to the Department of Conservation and Development, detailing the problem and remedial action taken.

20.3 Cover Frequency. The Landfill operator shall cover newly disposed refuse with compacted soil or other cover material meeting state regulatory requirements enforced by Contra Costa Environmental Health and CalRecycle and approved in writing by the Department of Conservation and Development. All working faces of the Landfill shall be covered by the end of the working day. Intermediate cover, meeting the requirements of the State shall be applied over each layer of cells ("lift"). The type of cover material and frequency of cover shall be modified in order to control odor, litter or birds, if necessary, or if required by the Director of Conservation and Development or the Landfill's Solid Waste Facilities Permit.

20.4 Odoriferous Loads. The Landfill operator shall identify potentially odoriferous loads prior to acceptance and make any arrangements needed to ensure that disposal of odoriferous loads is managed to avoid off-site detection, which may involve covering such incoming loads immediately.

20.5 Dust Suppressants. The Landfill operator shall apply water or proven environmentally safe dust suppressants at least twice daily to working faces of the landfill, unpaved access roads, storage pile disturbances and construction areas as determined to be necessary by Contra Costa Environmental Health. Contra Costa Environmental Health may require sprinklering more frequently for control of particulates.

20.6 Area of Operations. See Conditions 17.17 and 22.10.

20.7 Air Flow Monitoring. The Landfill operator shall monitor air flow on the site upon commencement of operations and shall provide background meteorological conditions including wind direction, wind velocity, and temperature. After the Landfill is in operation, data shall be used to correlate odor, dust, or litter management with meteorological conditions. Air flow monitoring reports shall be submitted or made available to the Contra Costa Environmental Health and the Department of Conservation and Development upon request.

20.8 Contingency Program. Prior to the start of filling operations, Landfill operator shall prepare a "bad days" contingency program for managing the Landfill during periods of unusual wind speeds or directions, rainfall or drought or other atypical situations. It shall apply specific site monitoring information. The Landfill operator shall consider the comments of the City of Pittsburg and consult with the Bay Area Air Quality Management District and the Regional Water Quality Control Board. The program shall be approved by the Department of Conservation and Development and Contra Costa

Environmental Health, and it may be revised from time to time. See Condition 25.4.

20.9 Revegetation. The Landfill operator shall revegetate completed Landfill areas. Revegetation shall be in accordance with the Development and Improvements Plan and shall be consistent with State and local water conservation landscaping requirements. Intermediate and final cover areas shall be reseeded with native grasses immediately. Excavations shall be reseeded with native grasses or filled immediately. Operating areas which will not be used for fill or construction for 90 days or longer shall be planted for dust and erosion control and for aesthetic purposes. Landfill operator shall provide the County Conservation and Development Department with written notice and documentation (e.g. photographs) of any inactive unvegetated areas of disturbance not being reseeded immediately whether due to on-site activity associated with the landfill (construction or operations) or naturally occurring (landslides, etc.). The Director of Conservation and Development may require that revegetation notices be submitted more frequently and/or on a fixed schedule.

20.10 Tree and Shrub Planting. The Landfill developer shall plant trees and shrubs downwind of the Landfill to aid in trapping dust. The planting plan shall be included in the Landscaping plan component of the Development and Improvements Plan.

20.11 Gas Control and Collection. The Landfill operator shall install a Landfill gas control collection system in accordance with the regulations of the Bay Area Air Quality Management District. The system shall have the capacity to operate in an active mode, using a mechanical vacuum, to withdraw gas from the Landfill. The system shall be operated in an active mode as soon as practical. The gas control and collection system shall be installed concurrently with the placement of wastes in the Landfill and shall be ready for operation when gas is produced. The gas collection and related recovery system shall utilize BACT and shall be subject to the approval of the Bay Air Quality Management District and County Conservation and Development Department and it shall be included in the Development and Improvements Plan.

20.12 Landfill Gas Processing. The Landfill developer shall install a flaring mechanism, in accordance with Bay Area Air Quality Management District guidelines/regulations, to combust collected landfill gas. The flare shall be of the nonilluminous type. Best Available Control Technology (BACT) shall be used, as defined and approved by the Bay Area Air Quality Management District. The flare shall be installed with staged combustion, operated under fuel-rich conditions, and be designed with flue gas recirculation.

20.13 Methane Recovery. The Landfill operator shall install a methane recovery system simultaneously with the construction of the gas collection system, preferably utilizing the Landfill gas to produce energy when the Landfill has developed enough gas to justify recovery. When required by the County Conservation and Development Department, the Landfill operator shall conduct a study to determine how methane could be recovered from the gas and used for fuel or as a commodity.

20.14 Gas Monitoring. The Landfill developer shall install gas migration detection probes and wells along the boundary of the Landfill footprint, near on-site buildings, and in other locations specified by the Bay Area Air Quality Management District or Contra Costa Environmental Health to monitor for subsurface and surface gas migration. The gas monitoring stations shall be described in the Development and Improvements Plan approved by the County Conservation and Development Department. If gas migration is found, the Landfill operator shall notify the County and take remedial actions. Training of employees for detection of gas migration shall be included in the employee training program.

20.15 Lateral Gas Barriers. The Landfill developer shall install a gas barrier or gas collection area on side slopes of the Landfill to prevent lateral gas migration through the sides of the Landfill. The barrier or gas collection area shall be approved by the Bay Area Air Quality Management District and shall be included in the Development and Improvements Plan.

20.16 Settlement Protection. The Landfill developer shall use flexible piping and lightweight backfill for the Landfill gas collection system to ensure that settlement of the fill will not affect operation of the system.

20.17 Landfill Gas Testing. The Landfill operator shall test Landfill gas for its toxic composition and for toxic constituents. The testing program shall be subject to the approvals of the Bay Area Air Quality Management District, Contra Costa Environmental Health and the Department of Conservation and Development. The Landfill operator shall provide the results to the County Department of Conservation and Development and Contra Costa Environmental Health on a bi-annual basis unless a more frequent interval is specified in the Solid Waste Facilities Permit.

20.18 Leachate Disposal. See Condition 17.10.

20.19 Cell Re-Opening. Previously-closed cells shall not be reopened without permission from Contra Costa Environmental Health. The Department of Conservation and Development shall be notified of any occurrence that potentially necessitates that one or more cells be re-opened.

20.20 Fissure Repair. The Landfill operator shall inspect the Landfill daily. Surface cracks, fissures, eroded areas, or inadequately covered areas on the Landfill may require repairs within 24 hours. The Department of Conservation and Development shall be notified in writing at the time the operator identifies any substantial surface cracks or fissures requiring repairs beyond the placement and compaction of additional clean soil. Photo of the crack should accompany the written notice which describes he expected cause and corrective action plans and repair schedule. This activity shall be included in the employee training program.

20.21 Permanent Road Paving. The Landfill developer shall pave and maintain permanent access roads to control dust. A road used for one year or longer shall be considered to be a permanent road. Road construction shall be described in the Development and Improvements Plan.

20.22 Temporary Road Paving. The Landfill developer shall pave and maintain temporary road with gravel or crushed aggregate. Temporary roads shall be wetted or chemically treated when necessary to control dust. Road construction shall be described in the Development and Improvements Plan.

20.23 Speed Limits. The Landfill operator shall enforce speed limits set by the Contra Costa Environmental Health on internal site roads. The Landfill operator shall install appropriate signs and speed control devices. The maximum internal on-site speed limit shall be 20 mph unless otherwise specified by Contra Costa Environmental Health.

20.24 Equipment Maintenance. The Landfill operator shall maintain Landfill equipment in optimum working order to ensure that vehicle emissions are controlled and equipment shall be fitted with spark arrestors so potential for causing fires is minimized. Equipment shall not be left idling when not in use. Maintenance records shall be kept on all pieces of Landfill equipment. The records are subject to review by Contra Costa Environmental Health. Equipment shall be stored, serviced, and repaired in a maintenance area designated in the Development and Improvements Plan and approved by the County Conservation and Development Department.

## 21. NOISE CONTROL

21.1 Noise Control Objective. The Landfill operator shall manage the facility in a manner that minimizes noise impacts to area residents.

21.2 Noise Monitoring Program. The Landfill operator shall prepare and implement a noise monitoring and abatement program, which shall be approved by the County Department of Conservation and Development and

Contra Costa Environmental Health. The program shall monitor noise levels at sensitive receptor locations, one West of Bailey Road and South of West Leland Road, one near Bailey north of West Leland, and another in the Jacqueline Drive area south of West Leland Road. The Director of Conservation and Development may specify other monitoring locations. Noise monitoring reports shall be submitted to the County Conservation and Development Department on a quarterly basis unless otherwise specified by the Director of Conservation and Development. If the monitoring noise levels at the Landfill boundary line or other monitored location exceed 60 dBA during daylight hours, or 50 dBA during the evening or at night, the County may require the operator to institute additional noise reduction measures to bring noise emanating from the Landfill to the forementioned levels or less.

21.3 Toe Berm. See Condition 22.3.

21.4 Mitigation/Lift-Level Berms. See Condition 22.4

21.5 Construction Hours. See Condition 32.1.

21.6 Truck Noise Suppression. The Landfill operator shall require transfer trucks and other waste hauling vehicles using the facility to be equipped with factory approved noise suppression equipment, including engine compartment insulation. The Landfill operator shall request the California Highway Patrol actively enforce muffler and vehicle noise standards as required in the California Vehicle Code if, for any reason, noise from heavy trucks becomes a source of complaints in the project area, whether project-related or not. Transfer trucks and other waste hauling vehicles with faulty mufflers shall be denied access to the landfill after one warning by a landfill operator at the landfill entrance.

21.7 Landfill Vehicles. The Landfill operator shall provide Landfill equipment with the best available noise suppressing equipment to minimize sound generation.

21.8 Gas Flare Muffling. If flaring is used to dispose of Landfill gas, the flares shall be contained in noise and glare-reducing housing. The housing shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments and the Bay Area Air Quality Management District.

## 22. VISUAL QUALITY

22.1 Visual Quality Objective. The Landfill developer shall construct and operate the facility in such a manner that the high visual value of the surrounding area

is maintained.

22.2 Landscape Plan. The Landfill developer shall prepare and implement a site Landscaping Plan. The plan shall enhance the site's visual values as open space and its functional values as wildlife habitat. It shall minimize the visual impacts of the landfill operations and appurtenant facilities through revegetation and landscape screening. The plan shall show the plant species, size, and locations to be used to blend in with the existing natural vegetation. Natural, drought tolerant species shall be used, in accordance with State and local water conservation landscaping requirements. A landscape maintenance program shall be part of the plan. A Weed Monitoring and Control Program shall be included, containing a listing of noxious weeds, a monitoring program, and abatement measure options. A Landscape Plan shall be included in the Development and Improvements Plan. The Landscape Plan shall assure no visual impact on the Cities of Concord and Clayton consistent with the Environmental Impact Report.

22.3 Toe Berm. The Landfill developer shall install the first phase of the toe berm prior to other landfill construction and development of the Landfill. Other sections of the toe berm shall be installed in stages (see condition 32.4). The toe berm shall be contoured to blend with existing topography. It shall be designed to screen the landfill access road. It shall be revegetated immediately with native grasses and other vegetation to blend in with the surrounding area.

22.4 Mitigation Berms. The Landfill developer shall install landscaped mitigation berms (lift-level peripheral berms) at the face of each lift in areas visible off the Landfill site, before beginning refuse disposal on the lift. The berms shall be landscaped to blend with existing terrain. Specific heights for the initial toe berm and each of its phases shall be established in the Final Development and Improvements Plan (Condition 15.1).

22.5 Lawlor Creek Corridor Plan. See Condition 23.3.

22.6 Entrance Screening. The Landfill developer shall install landscaping at the entrance of the landfill to screen the entrance facilities from Bailey Road users. Olive trees shall not be included as part of the entrance landscape plan.

22.7 Jacqueline Drive Terminus. The north terminus of Jacqueline Drive shall be landscaped, with native species, to shield near-views of the toe berm. Planting of the terminus area shall begin as soon as practicable. The outside access road berm shall be a minimum of 15 feet high to shield transfer truck traffic and noise from nearby residences.

22.8 Auxiliary Facilities Screening. The landscaping plan shall provide for the

screening of auxiliary areas, such as the administrative buildings, parking lots, maintenance facilities, and screening of facilities shall occur during the first year of development. Enhancement of Lawlor Creek shall occur during the first year, to aid in screening facilities from Bailey Road users.

22.9 Architectural Treatment. Plans for buildings and other structures shall include architectural sections showing design and materials to be used. Buildings shall be designed to blend into the rural agricultural setting.

22.10 Area of Operations. Except during construction of modules and other major installations, the Landfill operator shall limit unvegetated working areas of the landfill, including the daily working face, to 25 acres for appearance and to control dust and erosion. The restriction shall not apply to grading for foundations, cover, site roads, berms and other construction, providing these are carried out expeditiously.

22.11 Interim Revegetation. Interim revegetation shall be required on all areas that will be inactive for more than 90 days. Revegetation shall include native grasses, shrubs and trees to lend more variety and natural appearance to the finished landfill.

22.12 Water Tank Screening. The Landfill developer shall provide landscaping to screen the facility's water tanks. Where possible, the landscaping shall be installed prior to the installation of the tank. Consideration shall be given to subsurface or partially buried tanks, and to painting the structures with earth-tone colors.

22.13 Final Cover. Final cover shall be contoured and landscaped to blend with existing topography.

22.14 Lighting. The Landfill developer shall design and locate the lighting system to reduce glare and reduce impact to area residents. Focused directional security and operational lighting shall be installed. Operation lighting on the working face shall be turned off by 7:30 p.m. Security and entrance lighting shall be dimmed at 7:30 p.m.

## 23. AGRICULTURAL AND BIOTIC RESOURCES

23.1 Biotics Protection Objectives.

a) The Landfill developer shall construct and operate the facility in such a manner that ensures, through protection and enhancement measures, that there is no net loss of significant habitat, wetland, woodland, or

agricultural production.

b) The Landfill developer shall provide at least twice the amount of mitigation wetland for significant wetland lost to the project (2-to-1 mitigation). A minimum of six acres of mitigation wetland shall be provided. Wetland loss shall be mitigated through the enhancement of stock ponds and sedimentation basins, or the creation of new wetlands.

23.2 Range Management Plan. The Landfill operator shall design and develop a Range Management Plan in order to provide for continued grazing on portions of the site. The Special Buffer Area shall remain as Agricultural Preserve, and development rights shall be conveyed to the County. The buffer area and other site rangelands of the Primary Project Area not exempted for habitat protection and not in active landfill use shall be enhanced as grassland/oak woodland, and shall provide grazing for at least 270 head of cattle, approximately the same number of cattle which presently graze on the site. Stock watering ponds shall be enhanced through planting of trees and shrubs. Grazing shall be restricted for a 1 to 2 year period in order for grasses to get reestablished. It shall provide for adequate grazing range, and for native tree species such as oaks to be planted for animal protection and to replace trees removed during landfill construction, while controlling soil erosion. The plan shall be prepared in consultation with the Contra Costa County Resource Conservation District and the Agricultural Extension Service. It shall be coordinated with the Landscape Plan, the Habitat Preservation Plan, and the Erosion and Sediment Control Plan developed for the landfill facility. It shall be subject to the approval of the County Conservation and Development Department and it shall be included in the Improvements and Development Plan.

23.3 Lawlor Creek Corridor Restoration Plan. Enhancement of this riparian area shall replace habitat lost by the rerouting and covering of a portion of the unnamed drainageway within the waste placement area. This plan shall provide replacement for habitat lost to landfill construction. The Corridor Plan shall also provide screening of the landfill entrance and service facilities from Bailey Road. Livestock fencing shall be constructed around the perimeter of approximately 35 acres to exclude cattle from the riparian and oak woodland areas. Litter shall be removed from the creek and corridor, and fencing shall be established along Bailey Road to prevent unlawful disposal of trash. Riparian species of trees such as Willows, Fremont cottonwood, sycamore and other oak species, California Bay Laurel and shrubs shall be planted. The access road crossing of Lawlor Creek shall be designed and constructed in a manner that would be compatible with the aesthetics of the corridor and habitat enhancement. Installation of horizontal drainage pipes into hillsides may be provided to tap groundwater sources to improve creek flow conditions. A monitoring and maintenance program shall be established to insure wildlife

habitat values are protected. Rock dams, overhangs, splash pools and erosion control structures shall be included in the corridor plan design. The detailed restoration plan shall be developed for Lawlor Creek in coordination with the County, the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, local Audubon and California Native Plant Society representatives and other environmental organizations. A streambed alteration agreement shall be obtained if determined to be necessary by the CDF&G. A wetland modification permit shall be obtained from the Army Corps of Engineers if necessary. Implementation of the Restoration Plan shall take place during the initial development phase of the Landfill.

23.4 Sandstone Outcrop Area. Livestock fencing shall be constructed around the perimeter of the 72-acre sandstone area at the front of the Landfill to exclude cattle and preserve upland habitat area. Landfill personnel and construction operators shall be alerted regarding the protected area. Native trees such as Oak and California Buckeye shall be planted along the perimeter of this area. The adjoining equalization basin and toe berm shall be constructed to avoid damage to the protected area.

23.5 Weed Control Program. The landfill operator shall submit a weed control program to control introduced weedy species on the Landfill property as part of the Range Management Plan. The program is subject to approval by the County Conservation and Development Department. The weed control program shall include a list of noxious weeds, periodic monitoring of these species, and a weed control and removal program.

23.6 Phased Construction. The Landfill operator shall construct and operate the Landfill in phases in order to reduce the acute impact to vegetation and wildlife habitat. Mature trees should be removed only as needed, not more than one year in advance of module development. Black walnut and other heritage tree cuttings shall be taken with the direction of a research organization such as the University of California's botanical garden.

23.7 Vegetation Protection. The Landfill developer shall employ dust suppression measures to prevent damage from dust loading on vegetation. Periodic watering of vegetation adjacent to the fill working area shall be developed as part of the Range Management Plan.

23.8 Wildlife Exclusion and Vector Control. The Landfill operator shall construct fences around the working area of the site, limit the size of the working face, and cover refuse at least daily in order to exclude wildlife and control vectors at the working area of the site.

23.9 Supplemental Wildlife Surveys. The Landfill developer shall conduct additional surveys to establish the presence or indicate the absence of the

following species at the landfill site.

a) San Joaquin Pocket Mouse. The survey shall be conducted according to USFWS recommendations. If found, the developer shall follow USFWS guidelines regarding appropriate mitigation procedures.

b) The California Tiger Salamander and the Alameda Whipsnake. The salamander study shall take place during the rainy season. If salamanders are found to exist in the unnamed creek, they shall be trapped and released to the Lawlor Creek area. If the Alameda Whipsnake is encountered, then facilities such as the equalization basin, and the access road shall be relocated further from the outcrop area. The outcrop reserve shall be expanded to include the easternmost outcrops. Consideration shall be taken in siting facilities and any activities north of access road. Lighting shall be shielded and shall illuminate only paved areas in this vicinity.

## 24. BIRD AND VECTOR CONTROL

24.1 Bird and Vector Control Objective. The Landfill operator shall manage the facility in such a manner that prevents and controls the attraction and/or generation of birds and vectors at the site.

24.2 Soil Cover Frequency. See Condition 20.3.

24.3 Working Face. See Condition 17.17

24.4 Bird Control. If birds become a problem at the Landfill in the judgement of Contra Costa Environmental Health, the Landfill operator shall institute a contingency bird control program. Such a program may consist of monofilament or wire lines suspended in the air at appropriate intervals over and around the active disposal area. The Landfill operator shall retain a biologist during the initial period of operation to (1) assess the effectiveness of the monofilament line for bird control and (2) assess the effect of the line on avian predator species. If necessary, additional corrective measures shall be taken at that time. Such measures may include a reduction in the size of the working face of the landfill, the use of nets over the working face, or the use of a habitat manipulation and modification program.

24.5 Rodent Control. If waste compaction does not eliminate live rodents from the Landfill footprint, or if rodents (other than small numbers of field mice, etc.) occupy facility landscaping or agricultural areas, the operator shall work with the local enforcement agency to identify the reasons for the presence of rodents and make appropriate changes in operational procedures. If an eradication program is necessary, the use of alternative rodent control

programs such as sustained live trapping using nonpoisonous baits, and natural biological control shall be considered. Anti-coagulants shall be administered by a pest management professional in a manner which minimizes exposure to avian predators. Class 1 pesticides shall not be used.

24.6 Mosquito Control. The Landfill operator shall grade areas within the Landfill property to prevent ponding of water which could harbor mosquitos (except for sedimentation ponds and riparian habitat areas). Sedimentation ponds shall be stocked with mosquito fish unless otherwise specified by the Mosquito & Vector Control District. If a mosquito problem persists, Contra Costa Environmental Health may require the preparation and implementation of additional mosquito control measures, such as spraying of non-toxic larval suppressant.

24.7 Fly Control. The Landfill operator shall limit the size of the working face and shall cover refuse daily in order to prevent fly proliferation. If an eradication program is necessary, the use of a pest-control specialist shall be considered and a plan implemented pursuant to approval by Contra Costa Environmental Health.

## 25. LITTER CONTROL

25.1 Litter Control Objective. The Landfill operator shall manage the facility in a manner which confines litter to the working face of the Landfill, which prevents litter from accumulating another parts of the site, and which prevents litter from being blown off the site.

25.2 Load Covering. The Landfill operator shall implement a program requiring landfill users (customers) to securely containerize their load to avoid littering and exclude uncovered loads from arriving at the Landfill consistent with the requirements of Section 418-2.008 of the County Code. The program shall be subject to the approval of the County Department of Conservation and Development and Contra Costa Environmental Health. See also Condition 7.2.

25.3 Load Cover Enforcement. If routine enforcement of load cover requirements is not effective, the Landfill operator shall offer to contract with the Sheriff's Department to enforce regulations requiring the covering of trucks and trailers.

25.4 Contingency Litter Control. Under windy conditions, the Landfill operator shall cover the refuse with County approved cover materials as often as necessary to control blowing litter. Other options shall be considered as necessary, including the alignment of unloading areas away from the prevailing wind direction, increasing the number of compactors, decreasing

the active face size, and reducing the number of vehicles tipping at one time. The Contingency Litter Control measures shall be contained in the Litter Control and Prevention Program that is subject to review and approval of the Department of Conservation and Development and Contra Costa Environmental Health. Contra Costa Environmental Health shall have the authority to enforce this requirement. See Section 20.8.

25.5 Portable Litter Fences. The Landfill operator shall install portable fencing near the working face of the Landfill to intercept wind-blown debris.

25.6 Permanent Litter Fence. The Landfill operator shall install a permanent fence of wire around the current fill area of the Landfill. The location shall be subject to the approval of Contra Costa Environmental Health.

25.7 On-Site Liter Policing. The Landfill operator shall remove litter from the litter fences and planting screens at least once each day. On-site roads, including 500 feet of Bailey Road south of the site entrance, shall be policed at least daily. Contra Costa Environmental Health may require more frequent policing to control the accumulation of litter.

25.8 Off-Site Litter Policing. The Landfill operator shall provide weekly (or more frequent) litter clean-up along Bailey Road from Highway 4 to at least 500 feet south of the site entrance. Based on experience, the County Department of Conservation and Development or Contra Costa Environmental Health may modify frequency of clean-up and/or area of coverage. If wind-blown litter from the landfill reaches other properties, the Director of Environmental Health or the Director of Conservation and Development may require the Landfill operator to remove the litter and the Director(s) may require the operator to institute additional measures to prevent recurrence of the problem.

25.9 Littering Signs. The Landfill operator shall post signs, as determined necessary by the County Public Works Department, along access roads to the Landfill noting littering and illegal dumping laws. The Landfill operator shall post signs at the Landfill entrance noting the hours when the Landfill is open. The operator should periodically publish these laws and operating hours in mailings to Landfill clientele.

25.10 Clean-Up Bond. The Landfill developer shall deposit a surety bond for $10,000 payable to the County to use for clean-up in the event of emergency or disputed littering or spills.

25.11 Public access. Public access to the landfill shall be prohibited unless such access is provided for special events, such as tours, open house functions or wetland field trips for local schools.

## 26. PUBLIC HEALTH AND SAFETY

26.1 Safety Objective. The Landfill operator shall manage the facility in a manner which does not impair the safety of persons living in its vicinity, Landfill users, or Landfill employees.

26.2 Emergency Plan. The Landfill operator shall prepare an emergency plan specified by the Solid Waste Facilities Permit and approved by Contra Costa Environmental Health. The emergency plan shall include the following:

(a) A fire and explosion component.

(b) A seismic component.

(c) A hazardous waste spills and contamination containment component.

(d) An evacuation component.

26.3 Employee Safety Equipment. The Landfill operator shall provide or require employees to provide safety equipment, such as safety glasses, hard hats, safety shoes, gloves, coveralls, and noise reducers as required by state and federal safety agencies and Contra Costa Environmental Health.

26.4 Employee Training. The Landfill operator shall develop and implement training and subsequent refresher training programs covering accident prevention, safety, emergencies and contingencies ("bad-day" scenarios), gas detection, identification of hazardous materials and ground fissures, first aid, and instruction in the use of equipment. The programs shall be subject to the approval of Contra Costa Environmental Health.

26.5 First Aid Equipment. The Landfill operator shall provide and maintain supplies located in easily accessible areas. The first aid supplies shall be consistent with the Occupational Safety and Health Administration requirements and subject to the approval of Contra Costa Environmental Health.

26.6 Emergency Communications. The Landfill operator shall provide radio phones or telephones for employee use to call for medical and other emergency assistance. Phone numbers to use for outside emergency assistance shall be clearly posted on the Landfill and in other work areas. The communications system shall be subject to the approval of Contra Costa Environmental Health.

26.7 Emergency Eye Baths and Showers. The Landfill operator shall provide facilities for emergency eye baths and emergency showers. The facilities shall be subject to the approval of Contra Costa Environmental Health.

26.8 Equipment Maintenance. The Landfill operator shall prepare and implement an equipment maintenance program which shall be approved by Contra Costa Environmental Health prior to the commencement of operations. The program shall address transfer vehicles and other refuse-conveying vehicles stored on the site as well as the station's refuse-moving vehicles and mechanical equipment. Vehicles and equipment shall be regularly cleaned to reduce the risk of fires.

26.9 Gas Migration Monitoring. The Landfill operator shall prepare and implement a gas migration monitoring program to detect underground gas migration. Landfill buildings and paved areas within 1,000 feet of the Landfill disposal area shall be monitored unless otherwise specified in state regulations. The monitoring program shall be approved by Contra Costa Environmental Health.

26.10 Refuse Cover. See Condition 20.3.

26.11 Load Inspection. See Condition 7.1.

## 27. SITE SECURITY

27.1 Security Objective. The Landfill operator shall manage the facility in a manner which prevents unauthorized persons from having access to the working areas of the Landfill both during and after operating hours.

27.2 Security Fencing. The Landfill developer shall install a security fence around the perimeter of the site with lockable gated entrances and exits. The fence shall be located to minimize its visual impacts. It shall be included in the Development and Improvements Plan.

27.3 Security Staffing. The Landfill operator shall staff the Landfill 24 hours per day. Private security services may be retained when the site is not open to patrol and/or aid with investigating after hours odor complaints (see Condition 20.2) as needed.

27.4 Security Lighting. The Landfill developer shall install and operate adequate lights at the entrance area to the Landfill. The lighting shall be provided in a manner which minimizes glare to nearby residents and road users. The security lighting shall be covered in the Development and Improvements Plan.

## 28. CULTURAL RESOURCES

28.1 Cultural Resource Preservation Objective. The Landfill developer shall construct the facility in such a manner that preserves important archaeological or historic sites.

28.2 Employee Access. Employee access to the buffer area, the Lawlor Creek area, or the sandstone outcrop area shall be limited to duties associated with landfill maintenance. Artifact collection or vandalism in these areas shall be strictly prohibited.

28.3 Archaeology. The Landfill operator shall cease work in the immediate area if buried human remains or archaeological features (e.g., petroglyphs) are uncovered during construction or operation. Work in the immediate area shall cease until a qualified archaeologist is consulted and approves resumption of work. Should human remains which may be of Native American origin be encountered during the project, the County Coroner's Office shall be contracted pursuant to the procedures set forth in the Health and Safety Code. The County Conservation and Development Department shall also be notified.

## 29. TRANSPORTATION AND CIRCULATION

29.1 Traffic Objective. The Landfill operator shall manage the facility in such a manner that provides safe, efficient transport of solid waste, while minimizing impacts to County residents.

29.2 Access Route. Access to the landfill facility shall be via State Highway 4, and Bailey Road unless alternate routes are approved by the County Department of Conservation and Development on an interim basis. No waste-hauling traffic shall be allowed entrance to the landfill from Bailey Road south of the site. The Landfill operator shall specify use of the prescribed route in all user contracts and shall notify non-contract users of the requirement. At the request of the Board of Supervisors, the Landfill Operator shall reimburse the County for the cost of enforcement of this Condition on the access route. The Board of Supervisors may also request the Landfill operator to reimburse the City of Concord for an access control police inspection stop on Bailey Road should it become necessary to enforce this access route condition.

29.3 Landfill Access Road. The Landfill developer shall install a paved, two-lane access road between Bailey Road and the edge of the current working lift of the landfill. A facility parking lot, a bridge across Lawlor Creek, a 12-foot turn-around lane, and parking/turn-off lanes shall be provided. the traffic lanes shall be built to a suitable Traffic Index (between 10.0 and 10.5). The roadway shall be constructed of all-weather driving surfaces of not less than 20 feet of unobstructed width, and not less than 13'-6" of vertical clearance, to all landfill

areas within the site. The road shall not exceed 20% grade, shall have a minimum centerline turning radius of 30 feet, and must be capable of supporting the imposed loads of fire apparatus (20 tons). The access road shall be operational when the landfill opens. All costs shall be borne by the Landfill developer. The design and specifications of the roadway shall be approved by the County Public Works and Conservation and Development Department in consultation with the applicable Fire Protection District.

29.4 Landfill Entrance. The Landfill developer shall construct the Bailey Road entrance to the site in a manner that provides safe access into the landfill. This improvement shall include the following for proper sight distance and intersection design: a separate left turn lane at least 150 feet in length and an acceleration lane, at least 1200 feet in length, leading north on Bailey Road, away from the site. The landfill developer shall also become responsible for a traffic signal at a later date, if warranted. The County Public Works Department shall approve the design of the entrance and estimate its cost. All costs shall be borne by the Landfill developer.

29.5 Bailey Road, Pittsburg city limits to the Landfill Entrance. The Landfill developer shall reconstruct the sections of Bailey Road between the city limits and the landfill entrance. The reconstructed roadway shall provide the sight distance, and roadway geometrics (including shoulder widening) specified by the County Public Works Department for truck use. This shall include two twelve-foot lanes with eight-foot shoulders. These improvements shall be in place prior to commencement of landfill operations. The Landfill developer shall upgrade the pavement capacity to reflect a 20-year life (an estimated Traffic Index of 10.0 - 10.5) along Bailey Road between the Pittsburg city limits and the landfill entrance. The County Public Works Department shall approve the design of the roadway and pavement reconstruction and estimate its cost. All costs shall be borne by the Landfill developer.

29.6 Bailey Road Pavement Study. The Landfill developer shall conduct a study of the Bailey Road roadway from the Pittsburg city limits to the Highway 4 interchange to determine the improvements necessary to re-construct the right hand (outside) traffic lanes of the road to a 20-year pavement standard to be an estimated Traffic Index of 10.0 to 10.5. The County Public Works Department, in consultation with the City of Pittsburg, shall estimate the costs of the improvements, estimate the longevity of the existing roadway under increased traffic conditions, and determine a per-ton refuse disposal surcharge adequate to fund the improvements when reconstruction is necessary. The Landfill operator shall impose the surcharge and pay it quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge and its disbursement shall be approved by the Board of Supervisors.

29.7 Road Maintenance. Subsequent to the funding of the above traffic lane upgrading improvements, the landfill operator shall impose a surcharge for the maintenance of Bailey Road between the Highway 4 interchange and the Landfill intersection. The surcharge shall be estimated by the County Public Works Department in consultation with the City of Pittsburg and shall be based on the landfill's proportionate share of traffic on the road corridor adjusted for vehicle weight and number of axles. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvement, its cost, the surcharge and disbursements from the segregated account shall be approved by the Board of Supervisors.

29.8 Highway 4/Bailey Road Interchange. The Landfill developer shall participate in an improvements district, benefit area, or other cooperative arrangement with the County, the City of Pittsburg, and Caltrans which may be created to improve the Highway 4/Bailey Road Interchange. The developer shall be required to pay an amount for the improvements and maintenance proportionate to the traffic generated by the landfill, adjusted for truck use. If necessary, the developer shall advance the money for the interchange design and improvements. The County Public Works Department shall approve the design of the interchange and estimate its cost. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge, and disbursements from the segregated account shall be approved by the Board of Supervisors.

29.9 Peak Period Traffic Management. The Landfill operator shall prepare a study, in conjunction with the local transfer station(s) serving the landfill, for managing transfer vehicle traffic to reduce peak period conflicts with traffic on Highway 4. The study shall address the restricted departure periods from the Landfill identified in the Environmental Impact Report (6:30 - 8:30 a.m. and 3:30 - 6:30 p.m.) and shall identify any changes to the conditions of approval needed to implement a peak-period traffic reduction program. The study shall be approved by the County Public Works and Conservation and Development Departments and shall be provided with the Development and Improvements Plan. The Director of Conservation and Development has imposed the peak period traffic restrictions identified in a) and b) below. The Director of Conservation and Development may specify any additional peak period traffic restrictions deemed to be warranted. The Landfill operator shall comply with such restrictions, and shall require compliance in contracts with Landfill users.

a) The A.M. peak period departure from the landfill shall commence at 7:10 a.m.

b) A three minute interval shall be maintained between waste hauling vehicles en route to Highway 4 westbound during the period of 7:10 a.m. and 8:30 a.m.

c) Waste hauling vehicles en route to eastbound Highway 4 (the uncongested "reverse commute" direction) may be released without restriction.

29.10 Bicycle and Pedestrian Improvements. The Landfill developer shall incorporate into the Transportation and Circulation Plan a bicycle and pedestrian path system along Bailey Road in the vicinity of the landfill.

## 30. SITE SERVICES AND UTILITIES PLAN

Site Services and Utilities Objective. The Landfill developer shall design, develop and manage the facility in such a manner that services and utilities adequately meet the landfills requirements, while ensuring the protection of site employees, area residents, and the surrounding environment.

30.1 Final Site Services and Utilities Plan. The landfill developer shall prepare and submit a final Site Services and Utilities Plan, and obtain the approval of the County Conservation and Development Department prior to beginning construction. The Site Services and Utilities Plan shall be included in the Development and Improvements Plan. The final Site Services and Utilities Plan shall include:

a) A water service component. (see Condition 30.2)

b) A fire protection component. (see Condition 30.5)

30.2 Water Service Component. The Landfill developer shall prepare and implement a Water Service Component, covering available water resources, estimated total water needs and supplies, landfill construction and operation, landscaping, fire protection, employee hygiene, and human consumption water needs, and water supply sources. Potable water shall be provided for hygiene and consumption. Potable water may be trucked onto the Landfill.

30.3 On-site Water Wells. The Landfill operator shall install wells for water supply with a minimum pumping capacity of 1,000 gallons per minute, or must have on-site storage which produces this capacity. The County Conservation and Development Department and Contra Costa Environmental Health shall be furnished pumping test information which shall be submitted with the Development and Improvement Plan.

30.4 Public Water Supply Option. The Landfill operator may substitute water service from a public water supply system for the use of wells, if arrangements can be made with the Contra Costa Water District and, where applicable with the cities of Concord or Pittsburg. The water supply may be potable or non-potable. Annexation to the Contra Costa Water District probably would be

required, as well as an approval for annexation from the Local Agency Formation Commission, and would have to be obtained prior to the submission of the Water Service Plan as part of the Final Development and Improvements Plan. The size and placement at the water supply line shall be included in the Water Service Plan and shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments.

30.5 Fire Protection Component. The Landfill operator shall develop and implement a Fire Protection Component meeting the requirements of the applicable Fire Protection District to contain and extinguish fires originating on the landfill property and off-site fires caused by Landfill operations. It shall include training for all employees. The program shall be subject to the approval of Contra Costa Environmental Health.

30.6 Fire District Programs. The Landfill developer shall participate in the applicable Fire Protection Districts Benefit Assessment Program and the New Development Fees program.

30.7 Construction Timing. Access roads and water supply systems shall be installed and in service prior to any combustible construction and/or related landfill activity. No construction, excavation, or grading work shall be started on this landfill facility until a plan for water supply system has been submitted to and approved by Contra Costa Environmental Health and the County Conservation and Development Department. Water may be transported onto the site during construction activities, but trucked water shall not be used for ongoing landfill activities.

30.8 On-Site Water Storage. The Landfill developer shall provide an adequate and reliable water supply for fire protection which shall include on-site storage. The storage tank(s) shall have a useable capacity of not less than 240,000 gallons of water and shall be capable of delivering a continuous flow of 1,000 gallons per minute.

30.9 Fire Fighting Water Main. If the Landfill developer exercises the alternative of utilizing public water supply, an above-ground main of sufficient size and quantity shall be provided, which when connected to the respective storage tank, shall be capable of supplying the required portable monitor (see Condition 30.11) with a minimum fire flow of 1,000 GPM delivered to the working face of any open cell in the landfill operation.

30.10 Fire Cover. The Landfill operator shall store a supply of soil nearby the working face to be used for fire suppressant. The adequacy of the cover stockpile shall be determined by Contra Costa Environmental Health in cooperation with the applicable Fire Protection District.

30.11 Fire Fighting Appliance. The Landfill operator shall provide a minimum of one (1) approved portable master-stream firefighting appliance (monitor) located within fifty (50) feet of each working face of any open cell in the landfill.

30.12 Fire Breaks. The Landfill developer shall provide and maintain firebreaks as follows: a) A minimum 100-foot firebreak around the perimeter of each landfill disposal area, b) A minimum 60-foot firebreak around the perimeter of the entire site and around any buildings or similar structures. The firebreaks shall be placed to minimize any adverse visual effects. Their locations shall be subject to the approval of the applicable Fire Protection District. The firebreaks shall be included in the Development and Improvements Plan.

30.13 Fire Extinguishers. The Landfill operator shall provide landfill equipment with fire extinguishers large enough to fight small fires on the equipment or on the landfill. The extinguishers and their distribution shall be subject to the approval of Contra Costa Environmental Health and the applicable Fire Protection District.

30.14 Use of Reclaimed Water for Landscaping. The Landfill Developer shall make every effort to use treated waste water from a district sewage treatment plant for landscape maintenance. The Landfill Developer shall report on this matter to the Conservation and Development Department.

30.15 Equipment and Cleaning. See Condition 20.24.

30.16 Smoldering Loads. The Landfill operator shall check incoming loads and direct vehicles hauling smoking or burning trash to a designated place apart from the current fill area. The loads shall be dumped immediately and the fire extinguished before the waste is incorporated into the fill.

30.17 Emergency Equipment Access. The Landfill operator shall designate access points for local fire protection agency access to all parts of the landfill and routes. The access points shall be included in the Development and Improvements Plan and shall be subject to the approval of the applicable Fire Protection District.

30.18 Smoking Prohibitions. The Landfill operator shall prohibit smoking on the landfill except in designated areas. In no event shall smoking be allowed near the working face of the landfill and the fuel storage area. Signs shall be clearly posted and enforced.

30.19 Toilets. The Landfill operator shall provide portable chemical toilets near the active disposal area for use of workers and drivers. Their placement and maintenance shall be subject to the approval of Contra Costa Environmental

Health.

30.20 On-site Septic System. Septic systems shall be designed to County Department of Health Service Standards, and State Health and Safety Code requirements. The Landfill developer shall pay for any treatment plant fees.

30.21 Sewer Line. In the event that the Landfill developer elects to connect to a sewer line, the developer shall pay for any capacity studies required, and any resultant equipment and/or facilities.

## 31. WASTE REDUCTION AND RESOURCE RECOVERY

31.1 Waste Reduction and Resource Recovery Objective. The Landfill operator shall manage the facility in such a manner that complies with the State's waste management hierarchy of source reduction, recycling and composting, and environmentally safe transformation and land disposal; and that is consistent with the Countywide Integrated Waste Management Plan.

31.2 1990-1995 Resource Recovery Program. The Landfill Operator shall participate with the transfer station(s) operators(s), route collection companies and direct haulers in designing and implementing a resource recovery and recycling program for the service area which is consistent with the goal of diverting 25 percent of all solid waste generated in the County from landfill facilities by January 1, 1995.

31.3 1996-2000 Resource Recovery Program. Prior to 1995, the Landfill operator shall prepare and submit for review and approval by the County Conservation and Development Department a resource recovery and recycling program for the service area covering the period from 1996-2000. This shall be consistent with the Countywide Integrated Waste Management Plan's goal of diverting a total of 50 percent of all solid waste generated in the County from landfill facilities by January 1, 2000.

31.4 Materials Recovery. The Landfill operator shall prepare and implement a Material Recovery Program for recovering recyclable materials (e.g. construction and demolition debris) from refuse loads brought directly to the landfill. The Program shall describe in detail all existing and proposed on-site recovery activities and the associated percent of waste diversion for each, including materials diverted for use as cover, on-site beneficial reuse as well as transported off-site (e.g. biomass facilities). The Program shall include proposed on-site recovery activities intended to handle source separated loads and comingled loads to be sorted on-site to increase diversion, if applicable. The Program shall be consistent with the Countywide Integrated Waste Management Plan. The landfill operator shall record and report the

weight of all material(s) recovered through the Material Recovery Program. Each type of recovered material being diverted must be weighed for reporting purposes. Materials accepted for beneficial reuse or ADC, which are subsequently deemed unsuitable and must therefore be disposed of, shall be weighted and reclassified for the purposes of reporting and fee calculation. Incoming quantities required to be tracked and reported by waste type and jurisdiction of origin, pursuant to Conditions 8.7 and 10.3 must accurately differentiate between the tons disposed, beneficially used on-site or sent off-site. Quarterly disposal reports must also accurately reflect the destination and tonnage of each type of recovered material sent off-site, if applicable. The Program shall be subject to the approval of the County Department of Conservation and Development.

31.5 Composting Project. The Landfill operator shall develop and implement a program for composting organic material. The program may occur at the landfill site, off-site or in coordination with third party(ies), and shall be approved by Contra Costa Environmental Health and the Department of Conservation and Development. The compost shall be used for landfill landscaping, cover material or other approved on-site uses; alternatively, compost can be made available or sold off-site. The purpose of the composting program shall be to implement a cost effective and feasible means of providing adequate local organics diversion capacity through large-scale composting. The composting operations shall be subject to regulatory and permitting requirements enforced by Contra Costa Environmental Health, the Air District and the Water Board. No later than January 1, 2016, the Landfill operator shall submit substantiation that they have applied for the required regulatory approvals (permits) processes necessary to conduct large-scale composting or demonstrate that arrangements are underway to implement an equivalent off-site program. The Landfill operator shall make all feasible efforts to assist the County in ensuring that there will be adequate composting capacity available to readily divert the organics waste stream generated in Contra Costa County which is currently used as Alternative Daily Cover (ADC) prior to the sunset of the ADC diversion credit on January 1, 2020.

31.6 Wood Chipping. The Landfill operator shall establish a program to encourage landscape services and construction/demolition debris haulers to segregate wood material for chipping and diversion from landfill disposal. The program may occur off-site, however unless and until there is on-site recovery (waste diversion as defined in the Integrated Waste Management Act) the Landfill operator shall direct these customers to deliver loads of landscaping and construction/demolition debris to facility(ies) that recover and chip wood material. The program shall be submitted for review and approval by the County Department of Conservation and Development and implemented on

an ongoing basis following approval.

31.7 Methane Recovery. The Landfill operator shall explore the use of methane in landfill gas collected for air pollution reduction as a fuel commodity. The operator shall report findings to the Conservation and Development Department at the time of the landfill's periodic reviews. If there is an economic use found for recovered methane, and if the County subsequently includes the use in its Integrated Waste Management Plan, the Landfill operator shall implement a methane recovery program.

31.8 Equipment Maintenance. The Landfill operator shall maintain motorized landfill equipment to assure maximum fuel efficiency.

31.9 County Resource Recovery Management Program.

a) When directed by the County, the Landfill operator shall impose a tonnage surcharge adequate to support a County Resource Recovery Management Program. The cost of the program to be supported by the surcharge shall not exceed $100,000 at 1987 levels. If other solid waste disposal facilities are subject to this or a similar condition, the County may pro-rate the cost of the program among them according to a formula approved by the Board of Supervisors.

b) As provided for in Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended the collection of this Resource Recovery Management Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 31.9 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d).

31.10 Fund Recovery. The Landfill owner may recover funds provided to the County in advance of the opening of the Landfill through subsequent rate adjustments or surcharges approved by the County. The County may pro-rate the cost of the program among other waste disposal facilities it approves which are subject to similar conditions.

## 32. CONSTRUCTION ACTIVITIES AND CONDITIONS

32.1 Hours of Construction. The Landfill developer shall restrict outdoor construction activities to the period from 8:00 a.m. to 6:00 p.m. Monday through Saturday.

32.2 Exemption. The Landfill developer may request, in writing, and the Director of Conservation and Development may grant, exemptions to Condition 32.1 for specific times for cause. An example is the placing of concrete.

32.3 Access Roads. Before commencing landfilling operations, the Landfill developer shall install and pave the site access road from Bailey Road to the Phase I excavation area (see Initial Facilities Site Plan drawing of the Initial Development and Improvements Plan, Condition 16.1). This installation shall include the new bridge over Lawlor Creek and the turnaround lane. An area which can be used by the California Highway Patrol for vehicle inspection/weighing shall also be constructed.

32.4 Phasing Plan. The Landfill developer shall design a Phasing Plan setting forth a schedule of construction activities and projects, with detailed information provided on sensitive installations such as the landfill liner and the leachate collection and gas management systems. Sensitive installation projects shall be subject to inspection by the Geotechnical Inspector (Condition 23.6). The necessary installations of the Surface Drainage System (Condition 18.2) and Soil Erosion and Control Plan (Condition 18.4) shall be in place before major excavations commence in order to ensure controlled surface water runoff. Sediment in the sedimentation pond shall be monitored to control quality of runoff. Construction activities shall be timed to coincide with the dry season and low surface water flows.

32.5 Unstable areas. Areas determined to be unstable by the Stability Analysis performed for the landfill (condition 18.4) shall be excavated or retaining walls installed under the supervision of a Certified Engineering Geologist or a Registered Geotechnical Engineer.

32.6 Dust Suppression. The developer shall sprinkle or chemically treat graded areas, borrow sites, stock piles, and temporary pavements to control dust, as determined necessary by Contra Costa Environmental Health and the Bay Area Air Quality Management District.

## 33. CLOSURE AND POSTCLOSURE MAINTENANCE

33.1 Submittal of Plan. The Landfill operator shall submit to the San Francisco Regional Water Quality Control Board, the California Department of Resources Recycling and Recovery, and Contra Costa Environmental Health a plan for the closure and the postclosure maintenance of the landfill as required by State law, but no later than upon application for a Solid Waste Facilities Permit. A copy of the closure and postclosure maintenance plan shall be submitted to the County Conservation and Development Department.

33.2 Funding of Closure and Postclosure Maintenance Plan. The Landfill operator shall submit to the Board of Supervisors or California Department of

Resources Recycling and Recovery (CalRecycle) evidence of financial ability to provide for the cost of closure and postclosure maintenance in an amount not less than the estimated cost of closure and 15 years of postclosure maintenance as contained in the submitted closure and postclosure maintenance plan unless otherwise required by the State. Evidence of financial ability shall be in the form of a trust fund approved by the Board of Supervisors in which funds will be deposited on an annual basis in amounts sufficient to meet closure and postclosure costs when needed unless an equivalent financial arrangement is identified as acceptable to the Board of Supervisors. The Board of Supervisors determined that the State required financial guarantees approved and periodically reviewed by CalRecycle are equivalent and therefore adequate to satisfy this condition. The Landfill operator shall maintain a trust fund balance that equals or exceeds the requirements of state law or regulation notwithstanding, however, the trust fund balance shall be at least equal to the then current closure and postclosure cost estimate at such time the landfill has reached one-half of its permitted capacity. The Trust Fund balance requirement shall be appropriately adjusted if the landfill is closed in stages under Condition 33.4.

33.3 Revision to Plan and Cost Estimates. Should State law or regulation regarding the closure and postclosures maintenance plan or funding of the plan change at any time, the owner of the landfill shall submit any required changes to the closure and postclosure maintenance plan and/or evidence of financial ability to the Board at the same time as submittal to the applicable state or regional agency.

33.4 Staged Closure of the Landfill. The landfill owner or operator shall close the landfill in stages if compatible with the filling sequence and the overall closure plan.

33.5 Use of Landfill Following Closure. After active landfill operations have ceased, the site shall be utilized for grazing purposes. The Board may require the owner of the landfill to deed all development rights for the landfill site to the County to ensure fulfillment of this condition.

33.6 Postclosure Maintenance. The Landfill operator shall institute a postclosure maintenance program to ensure that containment and monitoring facilities retain their integrity. If damaged areas are found, the operator shall notify the County and take remedial actions to prevent odor and landfill gas problems.

## 34. ABANDONED VEHICLE STORAGE

34.1 Storage Requirement. The Landfill operator shall provide a minimum 10-acre area on the landfill site for the storage of abandoned vehicles awaiting

salvaging, if required by the Board of Supervisors. The storage site operator shall accept only vehicles directed to the site by a law enforcement agency operating in Contra Costa County, which shall be responsible for the vehicle until its title is conveyed to a salvager. The site would provide storage only; operations of disposing, salvaging, and security of abandoned vehicles shall not be the responsibility of the operator. The site may be subject to further planning and development approvals, and would be subject to the California Environmental Quality Act. The storage of abandoned vehicles shall be subject to conditions set by Contra Costa Environmental Health, and may be subject to the approvals of regulatory agencies having jurisdiction.

34.2 Off-site Storage Option. The Landfill operator may establish the abandoned vehicle storage area at another location, which shall be subject to the approval of the County Conservation and Development Department.

## 35. SPECIAL CONDITIONS OF APPROVAL

35.1 Transportation System Impact Fee. The Landfill operator shall pay to the County of Contra Costa a Transportation Impact Fee of $2.00 per ton of waste received at the Landfill to mitigate the general impacts of the Landfill-generated traffic on the County's road system. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.

☆ ***The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation.***

35.2 Open Space and Agricultural Preservation Fee. The Landfill operator shall pay to the County of Contra Costa an Open Space and Agricultural Preservation Fee of $2.00 per ton on solid wastes received at the Landfill to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.

☆ ***The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation.***

35.3 Property Value Compensation Program. The Landfill operator shall provide funding for the preparation of a property value compensation program study when requested by the County of Contra Costa. The study will address the

means of determining the extent of property value losses or reductions attributable to Landfill impacts, such as aesthetics, noise, traffic, or pollution, and the means of compensating property owners for said losses or reductions. When a compensation program is adopted by the Board of Supervisors, the Landfill developer shall fund it in the manner specified by the Board. If the Board of Supervisors determines that progress on the implementation of a compensation program is not proceeding in a timely manner, the Board may require the use of a facilitator and/or an arbitrator. The fee shall be considered to be a pass-through business cost for the purposes of rate setting.

35.4 Resource Recovery Program Fee.

a) The Landfill developer or operator shall pay to the County of Contra Costa a resource recovery program fee of $200,000 annually, beginning July 1, 1990. The developer or operator shall deposit the monies in a segregated account established by the County. The extent of the fee shall be subject to reconsideration when a franchise or agreement is established for the Landfill. The resource recovery program fee from its inception shall be a pass-through business cost for the purpose of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.

b) As provided for under Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended this Resource Recovery Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 35.4 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d).

35.5 Violation of Prescribed Haul Route. Upon a receiving a written determination from the County that a user of the Landfill has violated Condition 29.2 by using a prohibited access route, the Landfill operator shall impose on that user the sanction that is directed by the County. Such sanction may include a surcharge on the tipping fee, prohibition against accepting waste from that user for a designated period of time, revocation of County refuse-hauling license, or other sanction directed by the County. A system for reporting alleged violation and for monitoring enforcement data shall be established by the County and implemented by the Landfill operator.

35.6 Direct Property Acquisition Study. The Landfill operator shall study the appropriateness of direct acquisition of properties immediately adjacent to the project, and shall fund any acquisition program ordered by the Board of Supervisors. The study shall be consistent with the Environmental Impact Report and shall be completed prior to the issuance of a franchise agreement.

35.7 Adjoining Sites. This permit authorizes the use of the Keller Canyon Landfill site only for its specified waste disposal uses as set forth in these Conditions of Approval, and for no other uses. In particular, during the effective and operative periods of this Permit, the Keller Canyon site covered by this Permit shall not be used to provide access to, or to accommodate in any way the use of, any adjoining property for landfill purposes, unless the County has approved the use of such adjoining property for landfill purposes.

☆ 35.8 Mitigation Fee. The Landfill operator shall pay to the County of Contra Costa a fee, the amount of which may be set by the Board of Supervisors by a Board Order from time to time, which amount shall not be less than $3.00 per ton and shall not be more than $4.00 per ton, on solid waste received at the Landfill. The fee shall be used as directed by the Board in its sole discretion: 1) to mitigate general impacts of the Landfill-generated traffic on the County's road system, 2) to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture, or 3) to mitigate any general impacts of the Landfill upon the surrounding community.

Conditions 35.1 and 35.2 of Land Use Permit 2020-89 are hereby stayed in their operation as long as Condition 35.8 remains in full force and operation. Should Condition 35.8 (or any portion of it) for any reason be set aside or stayed in its operation, then Conditions 35.1 and 35.2 shall be in full force and operation.

☆ ***Condition 35.8 was added when Amendment 1 to Land Use Permit 2020-89 was approved. The Board of Supervisors approved Amendment 1 on November 1, 1994 which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation.***

## 36. LANDFILL GAS POWER PLANT

36.1 Power Plant Design. The design of the Landfill Gas Power Plant project as approved is generally shown on the plans submitted to the Conservation and Development Department on October 16, 2001.

36.2 Ultimate Responsibility. These conditions of approval identify the Landfill Gas Power Plant operator as the party primarily responsible for implementing conditions involving the design, construction, improvements, maintenance and management of the power plant. However, ultimate responsibility for compliance with these conditions lies with the owner of the landfill.

36.3 Keller Canyon Landfill Land Use Permit. The construction and operation of the Landfill Gas Power Plant is also subject to all other conditions in Land Use Permit 2020-89 for the Keller Canyon Landfill, as appropriate.

36.4 Violation/Revocation. The Landfill Gas Power Plant owner and operator shall at all times comply with the provisions and requirements of these Conditions of Approval. A repeated violation of any of these Conditions as a result of the construction or operation of the Power Plant is cause for revocation of the Land Use Permit for the power plant.

36.5 System Safety. Risk of fire (from gas, oil, or electrical sources) shall be controlled through the use of flame sensors, ultraviolet (UV) radiation and methane detectors, and fire extinguishers. These components shall be installed at a minimum, in the power modules, exhaust and cooling packages, and other locations as required by Code.

36.6 Equipment and System Monitoring. Instrumentation shall be provided for all power plant equipment and systems which provide for a fully automated monitoring and warning system. This will include an automated switch to combustion flare if necessary. Additionally, routine monitoring of the gas extraction system and power plant facility shall be performed during normal business hours by at least one on-site operator.

36.7 Engines. Power plant facilities shall use lean burn internal combustion engines to meet BAAQMD regulations for oxides of nitrogen (NOx), carbon monoxide (CO) and volatile organic compounds (VOC).

36.8 Hazardous Materials. Landfill Gas Power Plant operator shall prepare and submit a Hazardous Materials Business Plan for the Power Plant in compliance with requirements of the Hazardous Materials Division of Contra Costa County's Health Services Department.

36.9 Emergency Response. Landfill Gas Power Plant operator shall submit a facility specific Emergency Response Plan and then implement and update as needed, said Plan.

36.10 Notification of Plant Upset or Accidental Release. Landfill Gas Power Plant operator shall notify the Conservation and Development Department immediately of any plant upset or accidental leakage or release of landfill gas. A written report of the cause of any plant upset and the corrective measures taken by the facility operator, shall be provided to the Conservation and Development Department within 72 hours after resolving an emergency.

36.11 Stormwater Pollution Prevention Plan (SWPPP). Landfill Gas Power Plant operator shall implement the Keller Canyon SWPPP (prepared in 1996 and as may be amended from time to time), for water resources protection measures in case of spill of coolant, oil, or other lubricant.

36.12 Facility Design. Power Plant facilities shall be painted Bronze Olive or other suitable color as approved by the Conservation and Development Department. Power Plant operator shall install a perimeter security fence to enclose the power plant.

36.13 Power Plant Landscape Plan. A Landscape Plan for the Power Plant site shall be submitted subject to the approval of the Conservation and Development Department. The location and types of landscaping proposed along the security fence shall be specified.

36.14 Construction. Upon completion of construction, all construction materials, including packaging materials, worker facilities, and debris will be removed from the site. Additionally during construction all excess materials shall be removed periodically, as needed.

36.15 Material Recycling. Whenever feasible, all oils, lubricants, and coolant shall be recycled rather than disposed. Prior to issuance of a building permit, the applicant shall submit a Debris Recovery Plan. Upon completion of construction, the applicant shall submit a Debris Recovery Report.

36.16 Implementation & Compliance Monitoring. The operator shall provide payment for costs associated with the Conservation and Development Department's monitoring of implementation and compliance with these Conditions of Approval.

36.17 Surcharge. A surcharge, if established by the County Board of Supervisors, shall be paid to the County, by the operator, related to the sale of landfill gas or the sale of electricity produced by burning said gas.

## History of Revisions

*7/24/1990 – Original Approval*
*11/1/1994 – Amendment 1 (added COA 35.8)*
*6/25/2003 – Amendment 2 (added Section 36 "Landfill Gas Power Plant" – LP012115)*
*12/16/2014 – Permit Review Modification (modified conditions 20.3, 25.4, and 31.5)*
*9/22/2015 – Permit Review Modification (modified multiple COAs and added COAs 2.3, 8.5, 8.6, 8.7, and 8.8)*

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# EXHIBIT B

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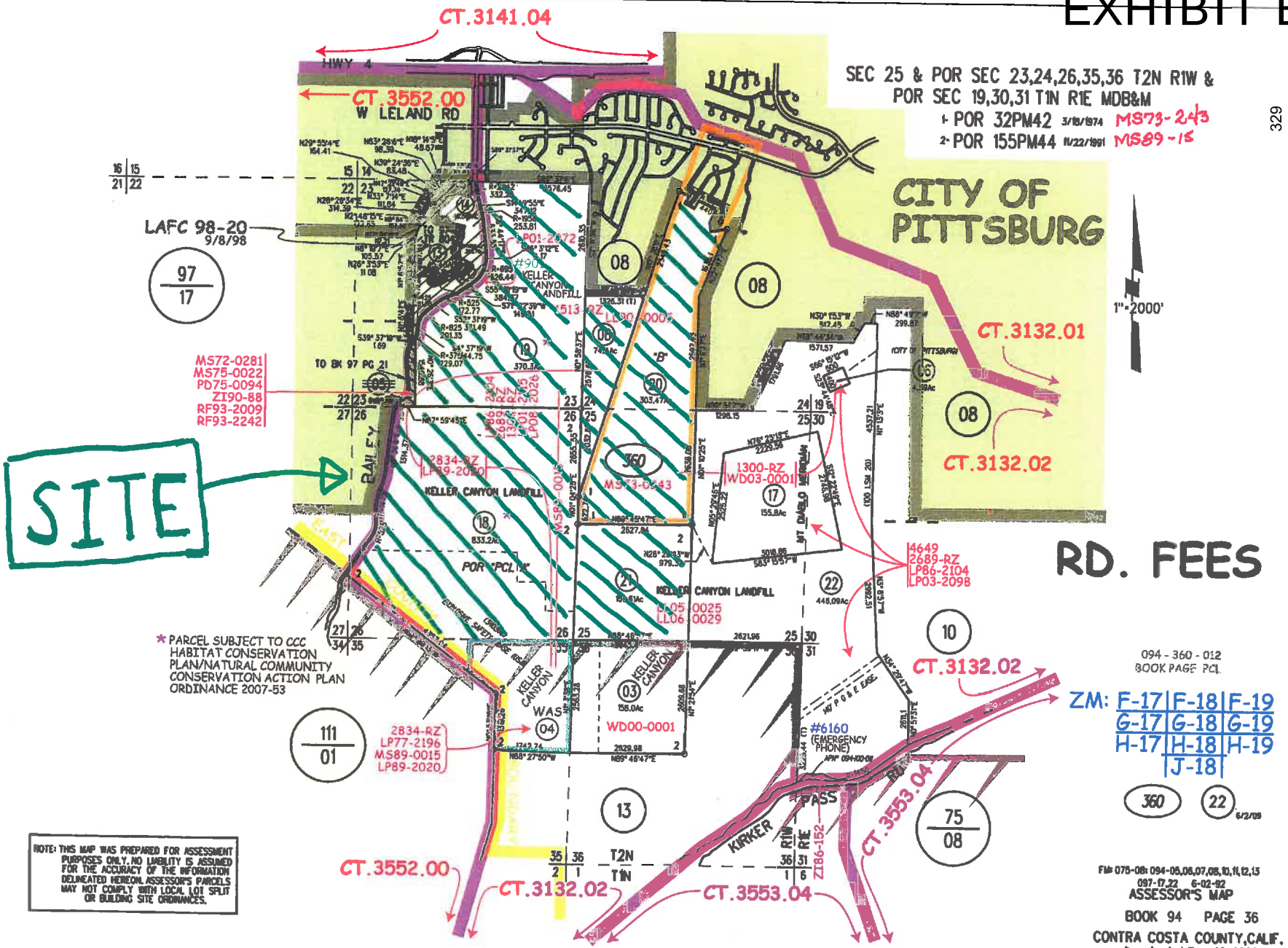
# MAPS

EXHIBIT B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SEC 25 & POR SEC 23,24,26,35,36 T2N R1W &
POR SEC 19,30,31 T1N R1E MDB&M
1- POR 32PM42 3/18/1974 MS73-243
2- POR 155PM44 11/22/1991 MS89-15
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RF93-2009
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TO BK 97 PG 21
SITE
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CONCORD
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LP89-2050
KELLER CANYON LANDFILL
MS73-0243
1300-RZ
WD03-0001
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2689-RZ
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POR "PCL 1"
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LL06-0029
RD. FEES
* PARCEL SUBJECT TO CCC HABITAT CONSERVATION PLAN/NATURAL COMMUNITY CONSERVATION ACTION PLAN ORDINANCE 2007-53
111/01
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(EMERGENCY PHONE)
APN 094-100-001
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75/08
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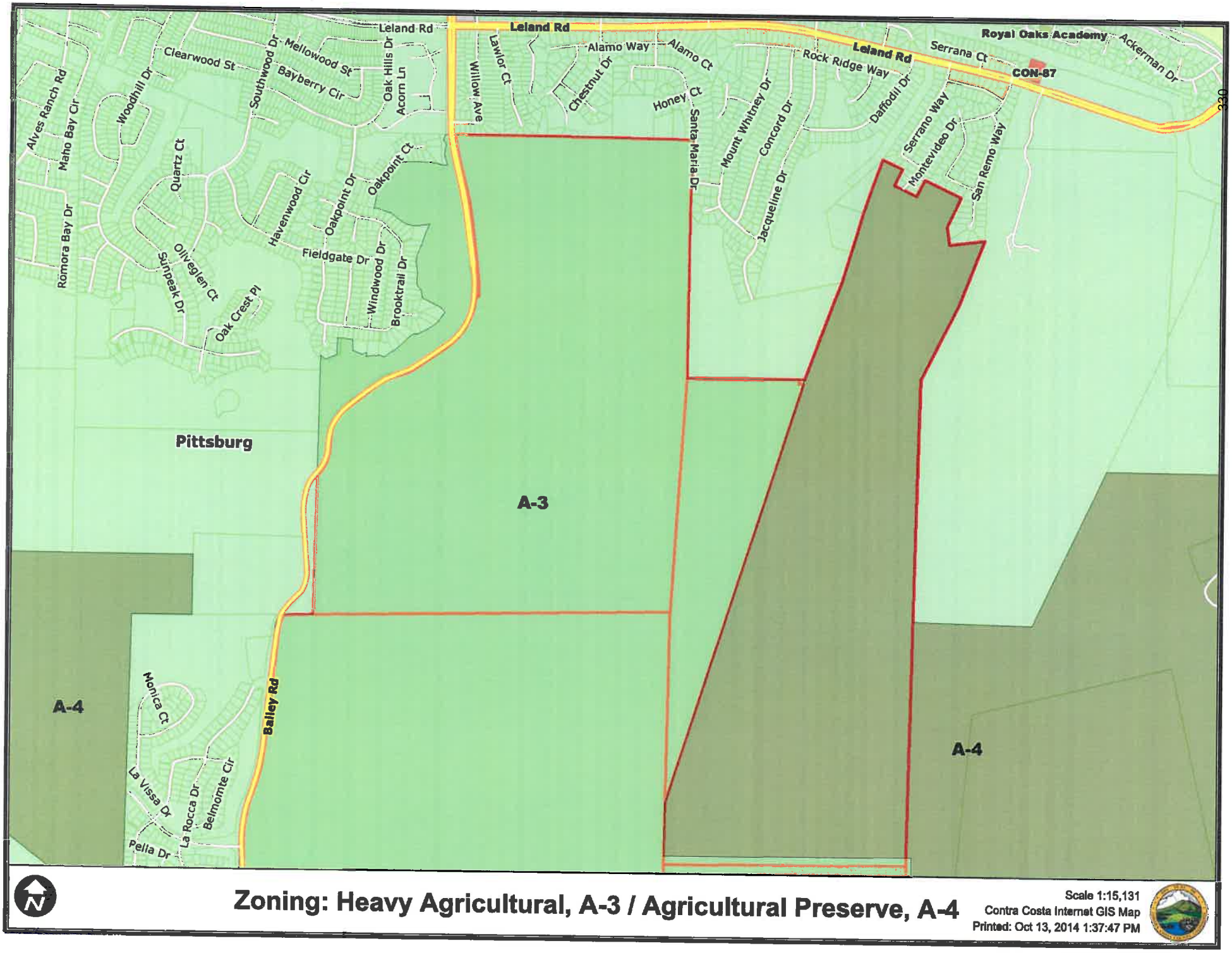
094 - 360 - 012
BOOK PAGE PCL
ZM: F-17 F-18 F-19
G-17 G-18 G-19
H-17 H-18 H-19
J-18
360
22
6/2/09
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.
File 075-08: 094-05,06,07,08,10,11,12,13
097-17,22 6-02-92
ASSESSOR'S MAP
BOOK 94 PAGE 36
CONTRA COSTA COUNTY, CALIF.
Downloaded June 10, 2009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Rock Ridge Way
Daffodil Dr
Serrano Way
Montevideo Dr
San Remo Way
Willow Ave
Lawlor Ct
Chestnut Dr
Honey Ct
Santa Maria Dr
Mount Whitney Dr
Concord Dr
Jacqueline Dr
Clearwood St
Mellowood St
Bayberry Cir
Southwood Dr
Oak Hills Dr
Acorn Ln
Alves Ranch Rd
Maho Bay Cir
Woodhill Dr
Quartz Ct
Romora Bay Dr
Havenwood Cir
Oakpoint Dr
Oakpoint Ct
Fieldgate Dr
Windwood Dr
Brooktrail Dr
Sunpeak Dr
Oliveglen Ct
Oak Crest Pl
Pittsburg
A-3
A-4
A-4
Bailey Rd
Monica Ct
La Vissa Dr
La Rocca Dr
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Pella Dr
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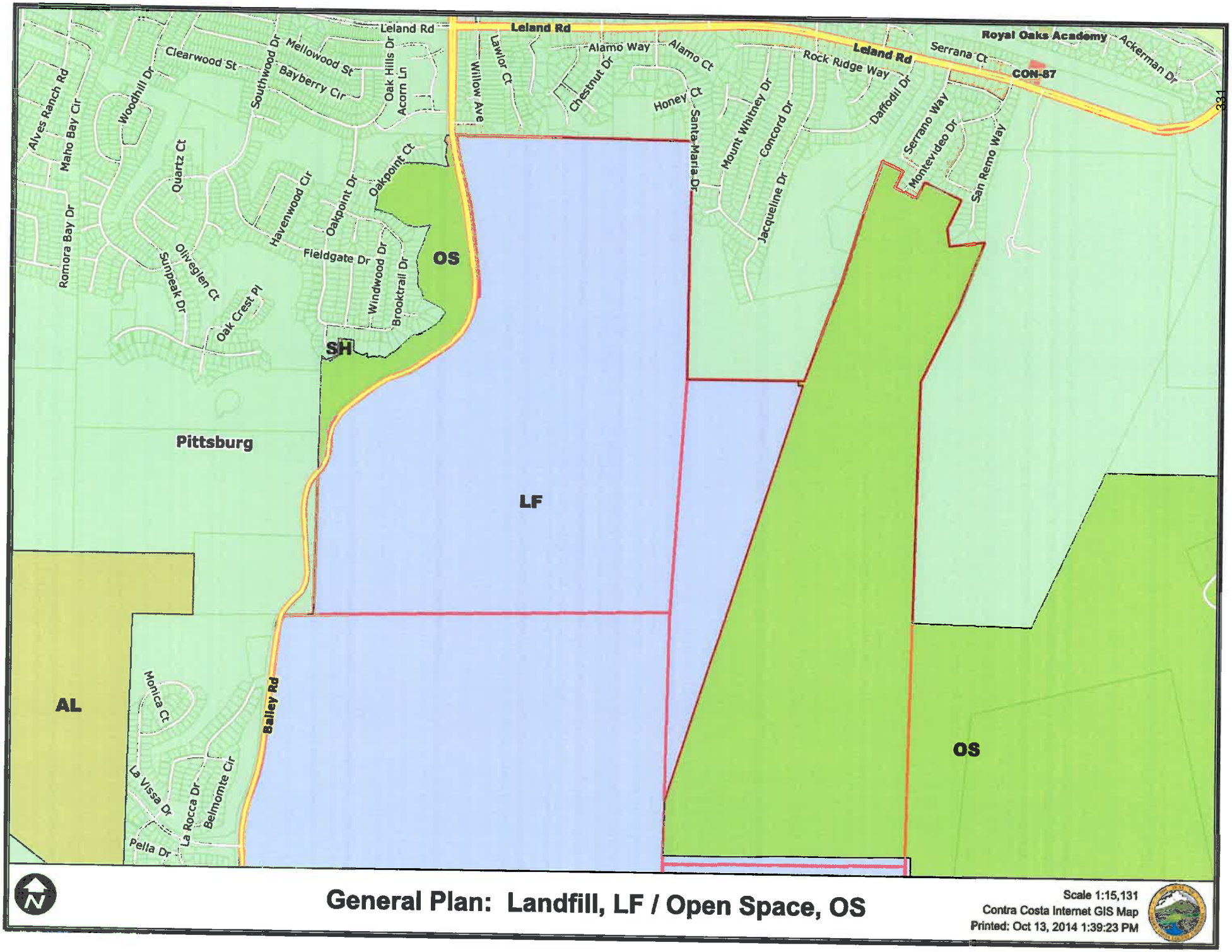
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CON-87
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Maho Bay Cir
Woodhill Dr
Clearwood St
Southwood Dr
Mellowood St
Bayberry Cir
Oak Hills Dr
Acorn Ln
Willow Ave
Lawlor Ct
Alamo Way
Alamo Ct
Chestnut Dr
Honey Ct
Santa Maria Dr
Rock Ridge Way
Mount Whitney Dr
Concord Dr
Daffodil Dr
Jacqueline Dr
Serrano Way
Montevideo Dr
San Remo Way
Romora Bay Dr
Quartz Ct
Oliveglen Ct
Sunpeak Dr
Oak Crest Pl
Havenwood Cir
Oakpoint Dr
Oakpoint Ct
Fieldgate Dr
Windwood Dr
Brooktrail Dr
OS
SH
Pittsburg
LF
AL
Monica Ct
La Vissa Dr
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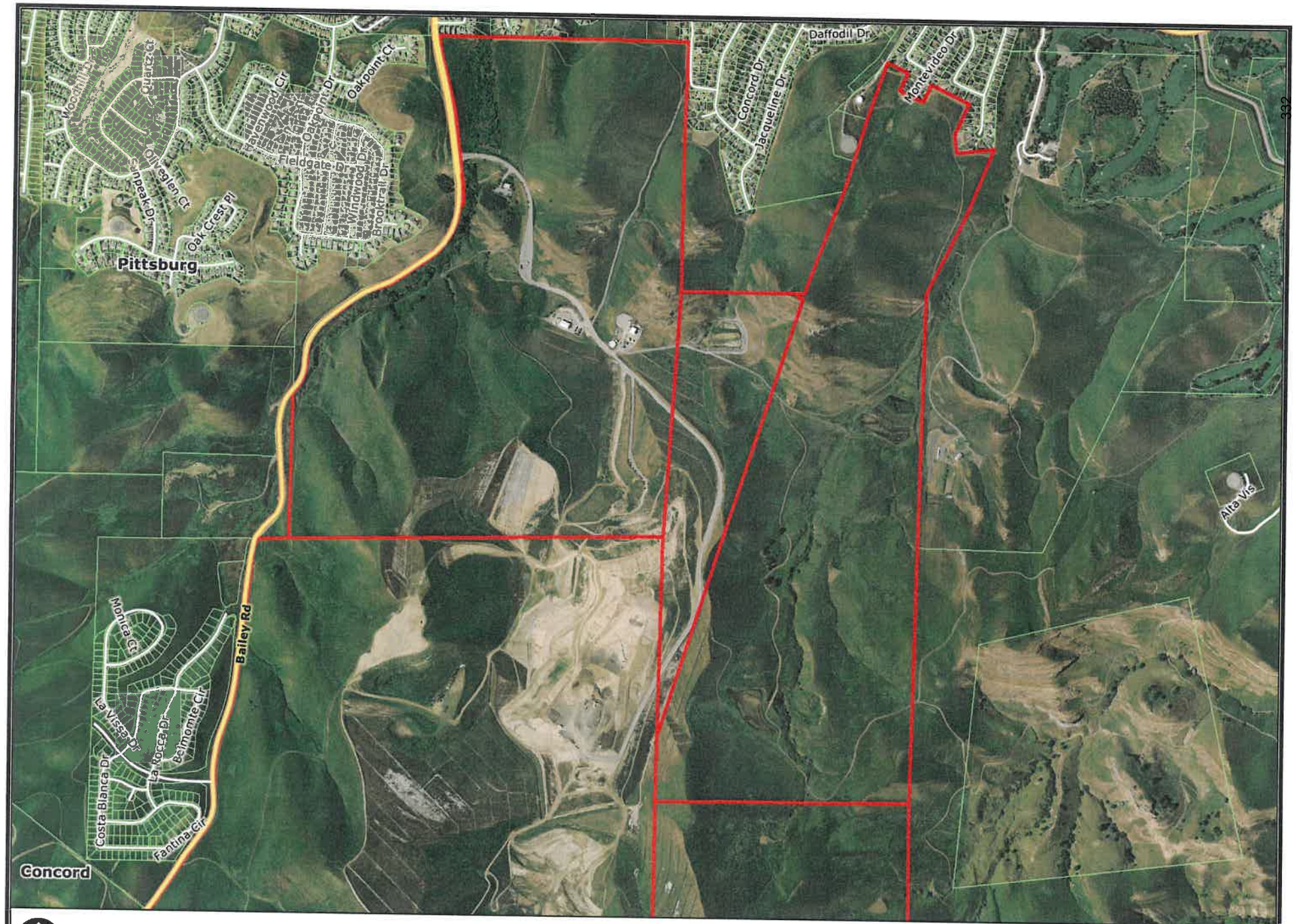


# Aerial Photograph

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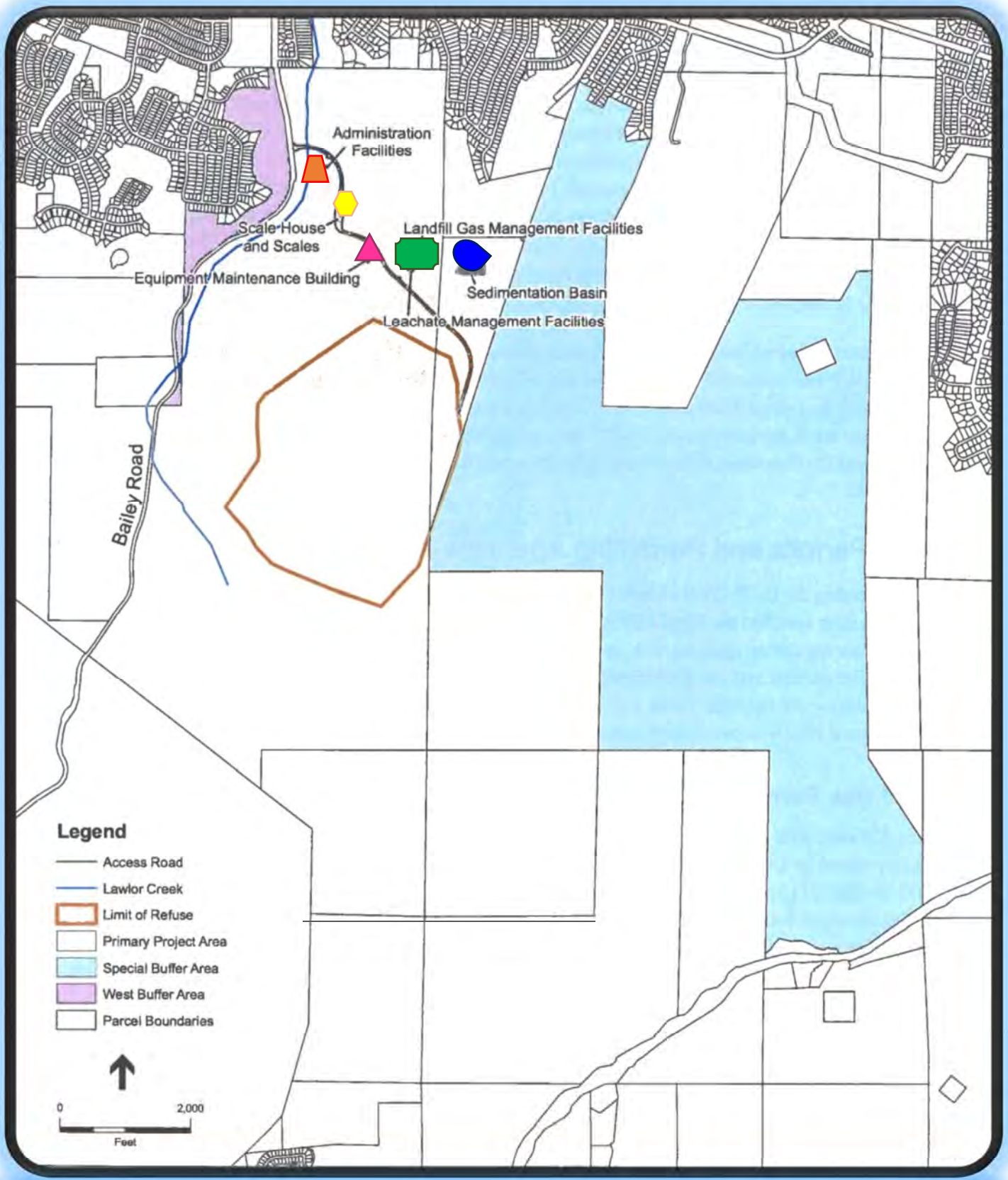


# Keller Canyon Landfill Site Map

901 Bailey Road, Unincorporated PIttsburg

Landfill Facilities & Disposal Area and Special Buffer Area

# Keller Canyon Landfill Aerial View

901 Bailey Road, Unincorporated Pittsburg
Landfill Site and Surrounding Vicinity

# EXHIBIT C

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# PERMIT REVIEW CRITERIA

EXHIBIT C

TO: BOARD OF SUPERVISORS

FROM: VAL ALEXEEFF, DIRECTOR,
GROWTH MANAGEMENT & ECONOMIC DEVELOPMENT AGENCY

Contra Costa County

DATE: June 20, 1995

SUBJECT: **CRITERIA FOR REVIEW ON KELLER CANYON LANDFILL LAND USE PERMIT (LUP 2020-89)**

**SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION**

RECOMMENDATIONS:

1. Accept the staff submittal entitled Outline of Criteria, Review of Land Use Permit Conditions for Keller Canyon Landfill (Attachment 1).

2. Adopt criteria for the review of the Keller Canyon Landfill Land Use Permit Conditions of Approval at the Board meeting of June 20, 1995.

3. Refer the Conditions of Approval for the Keller Canyon Landfill Land Use Permit to the County Planning Commission for review pursuant to the Board's review criteria.

4. Direct staff to prepare a staff report on the above referred for consideration by the County Planning Commission.

FISCAL IMPACT

No General Fund impact. The review will be paid for by the permittee as a Land Use Permit Implementation/Mitigation Monitoring Program (I/MM) cost.

BACKGROUND:

The Board of Supervisors, on June 6, 1995, determined that a review of the Keller Canyon Landfill Land Use Permit Conditions of Approval should be performed through a referral to the County Planning Commission. Accordingly, the Board directed staff to prepare criteria to guide the review and to have the criteria considered by the Board at a public meeting. Staff's submittal is the attached document entitled Outline of Criteria, Review of Land Use Permit Conditions for Keller Canyon Landfill.

**CONTINUED ON ATTACHMENT:** _X_ YES **SIGNATURE:**

___ RECOMMENDATION OF COUNTY ADMINISTRATOR ___ RECOMMENDATION OF BOARD COMMITTEE
___ APPROVE ___ OTHER

**SIGNATURE(S):**

**ACTION OF BOARD ON** June 20, 1995 **APPROVED AS RECOMMENDED** _x_ **OTHER** _x_
Following presentation by Dennis Barry, Community Development Department, of the report on the above matter, and Board discussion of the issues, IT IS BY THE BOARD ORDERED that the recommendations 1,2,3, and 4 are APPROVED: AND THE City of Pittsburg and Browning Ferris Industries are INVITED to discuss whether to activate the Keller Canyon Landfill Advisory Committee or another process for community/citizen imput in this process; and DIRECTED the Growth Management and Economic Development (GMEDA) staff to address the issue of definitions of classifications of waste.

**VOTE OF SUPERVISORS**

_x_ **UNANIMOUS (ABSENT_____)**
**AYES:_____ NOES:_____**
**ABSENT:_____ ABSTAIN:_____**

**I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MINUTES OF THE BOARD OF SUPERVISORS ON THE DATE SHOWN.**

**ATTESTED** June 20, 1995
**PHIL BATCHELOR, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR**

**BY:** _____ **, DEPUTY**

**Attachment:**

**Contact:** Charles A. Zahn (510) 646-2096
**cc:** Community Development Department (CDD)
County Administrator
County Counsel
County Health Services Department
Central and East County Cities
Central County Waste Management Authority
Browning-Ferris Industries
Citizens' United

VA:CA2:rw
RCZ4:KCL-Crit.bod

ATTACHMENT 1

# OUTLINE OF CRITERIA
# REVIEW OF LAND USE PERMIT CONDITIONS FOR KELLER CANYON LANDFILL

## PART I
## BACKGROUND FOR REVIEW

### A. AUTHORITY

1. Land Use Permit

Condition 11.1 of Land Use Permit 2020-89 states the following:

11.1 ADMINISTRATION

Permit Review. The Board of Supervisors will hold annual public hearings to review the Conditions of Approval for this Land Use Permit for three years beginning one year after the commencement of operations of the Landfill. The Board may refer proposed changes to the Land Use Permit to the County Planning Commission for processing. Thereafter, the County Planning Commission shall hold public hearings on the Land Use Permit at three-year intervals. As a result of a review and public hearing, the County Planning Commission may recommend to the Board of Supervisors new or modified conditions to improve the public health, safety, and welfare. Nothing in this condition shall preclude the landfill owner from applying for amendments to the Land Use Permit at any time or preclude the County from addressing emergency situations or new requirements imposed by State or Federal legislation or the courts.

2. Intent of Review

### B. CONTEXT FOR THE REVIEW

1. Applicable Laws and Regulations

2. Terms of Applicable Permits

   a. Solid Waste Facilities Permit (LEA)

   b. Waste Discharge Requirements (RWQCB)

   c. Permit to Operate (BAAQMD)

   d. Other Regulatory Agency Requirements

3. Compliance with CEQA; Consistency with Keller EIR

4. Vested Rights of Permittee

5. Demonstration of Compelling Public Necessity

C. STATUS OF EXISTING LAND USE PERMIT CONDITIONS OF APPROVAL (IMPLEMENTATION/MITIGATION MONITORING PROGRAM)

D. COMPLAINTS REVIEW

1. Complaints to CCDD and LEA

2. Complaints to Regulatory Agencies

3. Complaints to other Local Agencies

E. ISSUES RAISED

1. Construction Issues

2. Operating Issues (Except Special Wastes)

3. Special Wastes Issues

   a. Direct Haul of Non-transferable MSW

   b. Direct Haul of Designated Wastes

   c. Contaminated Soils as Proposed Cover

   d. Proposed Disposal of Asbestos Waste

4. Haul Route Issues

5. Other Transfer/Direct Haul Issues

## PART II
## REVIEW CRITERIA FOR
## COUNTY PLANNING COMMISSION

F. REVIEW CRITERIA FOR EXISTING CONDITIONS OF APPROVAL

1. Changes Required by New Regulations

2. Changes Required by Court Decisions

3. Correction of Demonstrated Significant Health Impacts

4. Correction of Demonstrated Significant Safety Impacts

5. Correction of Demonstrated Significant Public Welfare Impacts

# EXHIBIT D

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# COMPLIANCE STATUS TABLE

## EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Printed: October 18, 2017

| Status Types | Status Descritption | # of COAs |
|---|---|---|
| **Completed** | requirements were satisfied and no further action or monitoring expected. Brief remarks are provided in the adjoining Comments column. | 43 |
| **Completed. On-Going** | initial required action or submittal was completed and continuing landfill operations must be conducted in conformance with applicable submittal/requirements on an on-going basis. | 32 |
| **Completed. Updated As Needed** | submittal requirement was satisfied, but submittal addresses on-going or future activities and may be updated if/when warranted based on operating experience or requirements imposed by regulations or another permit/regulatory agency. | 8 |
| **Cross-Reference** | solely refers to one or more other conditions and does not contain any additional requirements. | 19 |
| **Further Review Required** | compliance status has not yet been confirmed pending completion of further review and/or coordination with other regulatory agencies. | 0 |
| **In Compliance. On-Going** | compliance with general requirements of conditions involving facility design standards, daily operations, or scheduled monitoring. | 132 |
| **Informational** | primarily informational and does not require specific actions. | 13 |
| **In Process** | applicable compliance efforts are underway but not yet completed. | 0 |
| **No Longer Applicable** | determined to be unenforceable or infeasible subsequent to issuance of the KCL LUP in 1990. Examples include conditions superseded by regulations; conditions that no longer apply due to U.S. Supreme Court decisions. Explanation is provided in the adjoining Comments column. | 8 |
| **Not in Compliance** | further action is required by the operator to fully satisfy requirement(s), includes any that were only partially satisfied but not enough to be deemed substantially in compliance. | 0 |
| **Not Yet Required** | no action is required of the Landfill owner/operator until such time that circumstances or events occur that are specified in the condition of approval (e.g. upon request by the County). Explanation is provided in the adjoining Comments column. | 20 |
| **Objective** | objectives which are inteded to be achieved by complying with the conditions in that section. | 13 |
| | | **288** |

| | |
|---|---|
| Notes in **bold text** | **bolded text** in the Notes column reflects **UPDATES** provided for this third Permit Review in 2017 |

# EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Printed: October 18, 2017

| Condition | Condition Description | Compliance Status | Comments |
|---|---|---|---|
| 1.1 | **Short Title.** The Keller Canyon Landfill project is henceforth referred to in this document as the Landfill. | Informational | Condition Acknowledged. |
| 2.1 | **Ultimate Responsibility.** The conditions of approval identify the Landfill developer as the party responsible for implementing conditions involving construction and improvements, and the Landfill operator for implementing conditions involving maintenance and management. Regardless of these identifications, the Landfill owner shall be responsible for complying with all conditions. | Informational | Condition Acknowledged. |
| 2.2 | **Transfer of Ownership.** The Land Use Permit for the Landfill shall run with the land; however, a new owner shall be responsible for notifying the County Conservation and Development Department of any change in ownership. A change in ownership shall be interpreted to mean the acquisition of 5 percent or more of the value of the Landfill site covered by this Land Use Permit. (It is noted that other permits may not necessarily run with the land.) | Completed. On-Going | The First Amended Landfill Franchise Agreement contains assignment requirements pertinent to a change in ownership. The Keller Canyon Landfill Company (KCLC) was owned by Browning Ferris Industries (BFI) at the time the Landfill began operations in 1992. In 1999, BFI sold/transferred KCLC and other local assets to Allied Waste Industries. In 2008, Allied Waste Industries merged with Republic Services, Inc. |
| 2.3 | **Assignment of Responsibility.**<br><br>a) The Board may assign the responsibility of administering specific Conditions of Approval or provisions of this LUP, such as State Minimum Standards, to County Departments or other units of government.<br><br>b) The Board may suspend the implementation of conditions or provisions of this LUP where such conditions or provisions are inconsistent with the terms of a contract or agreement entered into between the Board and the operator or other units of government, or by the terms of a joint powers agreement where the County is a member of the joint powers agency. This would not alleviate the need to comply with the public approval process required when amending this LUP. Any Board approved suspension would automatically be nullified at such time as the contract or agreement no longer includes terms inconsistent with the specified condition.<br><br>c) For the purposes of Condition 2.3(b), the Franchise Agreement between the County and the Landfill Owner as amended in November 1994, is an eligible contract.<br><br>d) If no contract or agreement is in force, as referred to in Condition 2.3(b), the County retains authority to implement this LUP and all of its Conditions. | Informational | **UPDATE: This condition was approved by the Board of Supervisors as part of the first Permit Review by the County on September 22, 2015.** |
| 3.1 | **Compliance Objective.** The Landfill developer and operator shall at all times comply with the requirements of laws and permits applicable to the facility. This condition is not intended to grant authority or assign responsibility to the County for the independent enforcement of regulatory and permitting requirements that fall within the primary jurisdiction of other agencies (see Condition 11.11). | In Compliance. On-Going | Operation has generally been conducted in compliance with all local, State, and federal laws and regulations. The Department of Conservation and Development (DCD) is not aware of any violations that were not corrected in a timely manner. The Landfill operator and any Vendors/operators subcontracted to work at KCL is required to comply with this LUP and all other permits with regulatory authority over landfill operations. See Condition 14.2 for a listing of approved permits. |

| Condition | Condition Description | Compliance Status | Comments |
|---|---|---|---|
| 3.2 | **Design Standard.** The Landfill developer shall design the Landfill facility to meet the requirements of the San Francisco Regional Water Quality Control Board for a Class II waste disposal facility. | In Compliance. On-Going | KCL is a Class II waste disposal facility that has been classified by the Regional Water Quality Control Board (RWQCB) according to the provisions of Title 27, Environmental Protection--Division 2, Solid Waste Chapter 3. Criteria for All Waste Management Units, Facilities, and Disposal Sites . Keller Canyon Landfill's design, construction, and operation comply with all State Minimum Standards for solid waste handling and disposal specified in Title 27 of the California Code of Regulations (CCR). The design for each phase of the landfill is subject to RWQCB review and approval prior to construction being authorized by DCD. |
| 3.3 | **State Minimum Standards.** The operation and maintenance of this facility shall at all times comply with Minimum Standards for Solid Waste Handling and Disposal (California Code of Regulations, Title 14 and Title 27). | In Compliance. On-Going | In 1997, California Code of Regulations (CCR) Title 14 and 23 for the Solid Waste Facilities Permit, were modified into CCR Title 27. KCL complies with all Minimum Standards for Solid Waste Handling and Disposal. The LEA has local enforcement authority over KCL and conducts monthly inspections of the landfill site to ensure compliance with the Minimum Standards for Solid Waste Handling and Disposal. See Condition 3.10. |
| 3.4 | **Land Use Permits.** The Landfill developer and operator shall at all times comply with the provisions and requirements of this Land Use Permit. A violation of any of these conditions may be cause for revocation of the Land Use Permit pursuant to County Code Section 418-4.020 following reasonable written notice. Alternatively, the County has the option of issuing formal notices and assessing penalties pursuant to Section 4.19 of the Landfill Franchise Agreement or County Code Chapter 14-6, Civil Enforcement. | In Compliance. On-Going | Landfill owner/operator is in compliance with the LUP conditions of approval currently in effect. This table reflects DCD staff's assessment of landfill operator's current status of compliance for each LUP Condition of Approval. |
| 3.5 | **Solid Waste Facilities Permit.** The Landfill operator shall conform with all provisions and requirements of the Landfill's Solid Waste Facilities Permit, and any related directives of the California Department of Resources Recycling and Recovery (CalRecycle) or Contra Costa Environmental Health, as the Local Enforcement Agency for CalRecycle. | In Compliance. On-Going | **UPDATE: The Operator has demonstrated consistent compliance with conditions of the SWFP. The exceptions pertained to odor management issues related to disposal of anaerobic compost material originating from the Organic Material Processing Facility in Richmond. This material was ordered for disposal by the LEA and other regulatory agencies. A series of complaints of nuisance odors were received commencing in October 2016, continuing through January 2017. The LEA issued violations ofSWFP 07-AA-0032 for odor control on October 24, 2016; December 22, 2016; and January 12, 2017. Please refer to LUP Condition 20.2 Odor Containment for addtional discussion.**<br><br>The Solid Waste Facility Permit was reviewed by Contra Costa Environmental Health in 2014. The next permit review is scheduled for 2019.<br><br>The landfill operator submitted a Report of Disposal Site Information (RDSI) and formal application for a Solid Waste Facility Permit (SWFP) on 1/3/1992 (see letter from S. Gordon (KCLC) to C. Nicholson (HSD), dated 1/3/1992. SWFP 07-AA-0032 was issued April 29, 1992, and is reviewed every five years. **The last revision was in 2014.** The LEA conducts monthly inspections. |

| Condition | Condition Description | Compliance Status | Comments |
|---|---|---|---|
| 3.6 | **Class II Landfill Requirements.** The Landfill operator shall at all times comply with the Class II waste disposal facility provisions and requirements of Article 3, Chapter 15 of Title 23 and Title 27 of the California Code of Regulations. | In Compliance. On-Going | In 1997, California Code of Regulations (CCR) Title 14 and 23 for the Solid Waste Facilities Permit, were modified into CCR Title 27. Title 27 allows for preparation of a *Joint Technical Document (JTD)* to include the Report of Disposal Site Information (RDSI), Report on Waste Discharge, Preliminary Closure Plan, and Postclosure Maintenance Plan. These documents formerly were submitted seperately. |
| 3.7 | **Other Regulatory Agencies' Requirements.** The Landfill operator shall at all times comply with the provisions and requirements of other regulatory agencies having jurisdiction over the facility. | In Compliance. On-Going | The landfill operator has generally been in compliance with all facility permits. There is no history or evidence of on-going non-compliance with other permits of other agencies with regulatory jurisdiction over landfill design and operations. |
| 3.8 | **Utilities, Service Districts, and Government Agencies' Requirements.** The Landfill developer or operator shall at all times comply with the regulations and requirements of utilities, districts, or agencies which have jurisdiction over the installation of improvements or provide services to the landfill. | In Compliance. On-Going | **UPDATE: There were alleged violations of the SWFP related to nuisance odors. The LEA issued violations on October 24, 2016; December 22, 2016, and January 12, 2017. Please see COA 20.2 Odor Containment for discussion.**<br><br>There were no recorded permit violations in 2015 and 2016. The Landfill Operator was in compliance with all facility permits during this time period. |
| 3.9 | **Notice Coordination.** The Landfill operator shall notify the Department of Conservation and Development (DCD) in writing at the time any report is submitted to other agencies concerning the design, operation, and maintenance of the Landfill. Copies shall be made available or mailed to DCD offices at 30 Muir Road in Martinez upon request. | In Compliance. On-Going | **UPDATE: All reports submitted to agencies in 2017 have been sent to DCD either electronically or in hardcopy form.**<br><br>Original compliance with this condition was approved by CDD on 10/15/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.<br><br>Copies of all reports concerning landfill design, construction, operation, and maintenance that are submitted to other agencies are available upon request. Reports submitted to some agencies are available on-line (e.g. RWQCB – Geotracker). |
| 3.10 | **Monitoring and Inspection.** All monitoring reports and results of inspection or analysis shall be made available to the Contra Costa Environmental Health and Conservation and Development Departments. Any indication of an emergency or other serious problem relating to public health and safety shall be reported at once. | In Compliance. On-Going | The landfill operator coordinates with both CCEH and DCD in reporting any potential problems relating to public health and safety. All monitoring and inspection reports are on-file at the Landfill owner/operator's office and available for review by interested agencies during normal business hours. Inspection reports produced by County Environmental Health and CalRecycle are posted and available on-line.<br><br>Contra Costa Environmental Health operates as the solid waste Local Enforcement Agency (LEA) for the California Department of Resources Recycling and Recovery (CalRecycle) with the primary responsibility to ensure correct operation and closure of solid waste facilities in the State of California, including the proper storage and transportation of solid wastes. The LEA enforces SWFP #07-AA-0032 for Keller Canyon Landfill. Also see comments in condition of approval 14.2. |

| Condition | Condition Description | Compliance Status | Comments |
|---|---|---|---|
| 3.11 | **Master Chart.** The Landfill operator will maintain for reference a master chart showing schedules and results of preparation, operation, monitoring and reporting in all major phases of the facility. | Completed. On-Going | An initial Master Chart was approved by CDD in 1991. An update of the original development plan for the landfill prepared in 1991 was necessitated by changes that occurred from landfill operations and site development. A Conceptual Master Plan for the landfill was submitted to CDD in July 2002. The Master Plan was comprehensive and addressed important aspects of landfill design and operation. The Master Plan also demonstrated that the original permitted air space volume of 75 million cubic yards was maintained after landslide repairs and other site development.<br><br>Landfill development sequencing for the remaining lifespan of the landfill was prepared consisting of eight (8) groupings of phases. The phases within the first two groupings, collectively known as Phases 1 and 2 respectively, had all been completed by 2002. Currently the Phase 3 is being implemented. A revised development plan for the remaining undeveloped portions of the landfill was presented in Figure 8 of the Master Plan. The revised plan accounts for mitigation of landslides, stability of containment systems and waste mass, and other design and operations parameters required to meet regulatory requirements.<br><br>Over time, a Master Chart as described in this condition has been superseded by modern computerized project management systems. Similar information is already conveyed in periodic reports on landfill activities and site development that are submitted to regional/state agencies (copies provided to the County and also available for review during normal business hours).<br><br>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 4.1 | **Validity Period.** The Landfill developer shall install pre-requisite improvements and open the Landfill for receiving refuse within three years of the final approval of the project's Solid Waste Facilities Permit. This validity period shall be tolled while any appeal filed by parties other than the Landfill developer is pending. The Landfill developer may request from the Director of Community Development one or more one-year extensions of the Land Use Permit. If the Land Use Permit is not implemented within the specified time, it shall become null and void. The Director of Community Development may allow each one-year extension if the Director finds that there are changed circumstances which warrant the consideration of changes to the Conditions of Approval. | Completed | The Contra Costa County Board of Supervisors approved LUP 2020-89 on July 24, 1990.<br><br>The Solid Waste Facility Permit was issued on April 29, 1992. KCL became operational on May 7, 1992, within the specified time period of this condition. |
| 4.2 | **Operative Date.** This Land Use Permit is valid upon approval by the Board of Supervisors. However, it shall not become operative until and unless the permittee (landfill owner, etc.) first obtains and the Board of Supervisors grants a franchise to or approves an agreement with permittee (see Section 13, Franchise Agreements). | Completed | The original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13, 1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996. |
| 5.1 | **Area of Origin.** The Landfill operator shall not refuse to receive eligible wastes or cover materials which originate in Contra Costa County provided such wastes or materials are delivered to the facility in accordance with these Conditions of Approval and the landfill's Solid Waste Facilities Permit, and provided that the required governmental fees are paid. Rate setting requirements are specified in the Landfill Franchise Agreement and Section 12 of this Land Use Permit. | No Longer Applicable | Judicial and legislative decisions have since overturned restrictions on disposal in local landfills to protect from too early filling. Waste origin restrictions were also nullified through the First Amended Franchise Agreement in 1994. The Board of Supervisors authorized KCL to accept certain special handling wastes (non-hazardous and non-toxic) originating outside of Contra Costa County pursuant to guidelines for direct haul originally approved by the Board on 10/27/1992. See report to the Board of Supervisors dated December 7, 1993 and approved on December 14, 1993. |

| Condition | Condition Description | Compliance Status | Comments |
|---|---|---|---|
| 5.2 | **Out-of-County Wastes.** *INVALIDATED BY LEGISLATURE* | No Longer Applicable | The prohibition on import of waste from outside the County was rendered No Longer Applicable by U.S. Supreme Court decisions in June 1992 that reinforced that solid waste is a business commodity subject to federal commerce clause protection. |
| 5.3 | **Sub-County Service Area.** If there is more than one Class II or Class III landfills operating in Contra Costa County, the Board of Supervisors may establish sub-County service areas for each on a temporary or long-term basis. If the Board has established a sub-County service area for the Landfill, the operator shall not accept waste for disposal from outside such area. | Not Yet Required | Sub-County service areas have not been established. |
| 5.4 | **Reciprocal Capacity Agreement.** The Landfill operator shall receive waste from outside Contra Costa County if in accordance with the terms and conditions of a Reciprocal Capacity Agreement entered into by Contra Costa County with another county. Waste shall be received upon reasonable notice to the Landfill operator and the Board of Supervisors and direction by the Board to the Landfill operator as to the terms and conditions under which the waste will be received. The Board may specify disposal charges which are applicable only to the waste received under the Reciprocal Capacity Agreement. | Not Yet Required | Reciprocal Capacity Agreements with other jurisdictions have not been established. |
| 5.5 | **Pre-Requisite Curbside Recycling Program.** The Landfill shall not admit for disposal waste loads from communities which do not have an eligible curbside recycling or equivalent program as determined by the Department of Conservation and Development. An eligible program shall recover a range of recyclable materials consistent with a curbside recycling program operating pursuant to a Board of Supervisors approved franchise agreement. The Board of Supervisors has the discretion to identify additional factors to be considered when determining eligibility. The Board retains the authority to approve community programs previously deemed to be ineligible by the Department of Conservation and Development. | In Compliance. On-Going | **UPDATE: A recent review of waste accepted by origin in 2016/17, by the landfill operator and DCD staff, revealed that all of the jurisdictions had an acceptable curbside recycling program, either certified in the CalRecycle database or verified by jurisdiction. Staff reviewed disposal reporting data that showed over 99% of the disposed tonnage came from jurisdictions within the Bay Area. Bay Area cities and municipalities have well established curbside recycling programs in place.**<br>**Waste was accepted for disposal from the following jurisdictions outside of the nine county Bay Area: City of Chico; Unincorporated Merced County, City of Tracy, City of Scotts Valley, and City of Santa Cruz.**<br><br>The landfill operator uses CalRecycle's database of certified curbside recycling programs as a means of determing if a community has curbside recycling in place. Operator intends to institute a pre-acceptance procedure to ensure verification of curbside recycling occurs prior to loads being accepted from new jurisdiction. |
| 6.1 | **Eligible Wastes.** The Landfill operator shall allow only wastes eligible for disposal in a Class II facility, as defined by the Regional Water Quality Control Board to be admitted to the land-fill. The wastes admitted to the landfill shall also be consistent with the Solid Waste Facilities Permit (07-AA-0032), administered by Contra Costa Environmental Health, and consistent with the 1990 Environmental Impact Report and Board of Supervisors' policies and approvals (including the Board of Supervisors conditional authorization in 1992-93 to accept special wastes and limited direct haul – see Conditions 8.5 through 8.7) and these conditions of approval. To the extent allowed by law, the Board of Supervisors may direct the Landfill operator not to accept wastes that do not meet State and County policies and regulations. | In Compliance. On-Going | **UPDATE: No ineligible waste was accepted in 2015, 2016, or 2017 to-date.**<br><br>Signage is posted at the gate and scale house outlining all prohibited material. |

| Condition | Condition Description | Compliance Status | Comments |
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| 6.2 | **Designated Wastes.** The Landfill operator shall allow only those designated wastes (as defined in Section 20210 of Title 27, of the California Code of Regulations and Section 13173 of the California Water Code) approved for this facility by the San Francisco Regional Water Quality Control Board, and shall be consistent with the waste types allowed for disposal pursuant to Condition 6.1. The Board of Supervisors may designate special rates for this waste to the extent allowed pursuant to the terms of the Landfill Franchise Agreement. | In Compliance. On-Going | Facility is in compliance with regulations in Title 27 of the CCR and conditions related designated wastes. On December 14, 1993, the Board of Supervisors authorized KCL to accept certain designated wastes (special handling wastes, that are non-hazardous and non-toxic) originating outside of Contra Costa County, subject to specific conditions related to volume limitations, rates, waste inspection, and laboratory testing among others. See Recommendation from Val Alexeeff, GMEDA Director, to the Board of Supervisors dated December 7, 1993. The Board approved as recommended on December 14, 1993. Many of these designated wastes have since been incorporated into the SWFP as described in Condition 6.1 Eligible Wastes above. |
| 6.3 | **Infectious Wastes.** The Landfill operator shall accept only those infectious wastes identified in, and disposed of in accordance with the Solid Waste Facilities Permit. | In Compliance. On-Going | All potentially infectious waste are disposed of in accordance with Section 14 Prohibitions of the SWFP. |
| 6.4 | **Ineligible Wastes.** The Landfill operator shall not allow the following wastes to be disposed at the landfill:<br><br>a) Hazardous or toxic wastes.<br>b) Radioactive wastes.<br>c) Liquid wastes, other than utility sludges meeting Regional Water Quality Control Board requirements.<br>d) Other ineligible wastes specified in the Solid Waste Facili¬ties permit administered by the Contra Costa Environmental Health. | In Compliance. On-Going | **UPDATE : No ineligible wastes were accepted at the landfill since the 2016 permit review.**<br><br>All incoming loads are routinely screened in accordance with the most recent Load Check Program (updated in September 2013) and Condition 17j (Hazardous Waste Screening) of the SWFP. See Condition 6.1 & 7.1. |
| 6.5 | **Emergency Use.** If the service area of the Landfill is determined to be a sub-area of the County, the County Department of Conservation and Development or Contra Costa Environmental Health may allow legal waste originating in areas of Contra Costa County, other than those stipulated in Section 5, to have access to the landfill for periods up to 180 days on an emergency basis. The department(s) may grant one extension for no longer than 180 days. The Board of Supervisors may allow the emergency use of the landfill to continue for any time period deemed necessary. | Not Yet Required | Sub-County service areas have not been established. |
| 6.6 | **Hazardous Waste Screening and Management.** See **Section** 19. | Informational | This condition cross-references to another LUP condition. |
| 6.7 | **Area of Origin Restrictions.** See **Section** 5. | Informational | This condition cross-references to another LUP condition. |

| Condition | Condition Description | Compliance Status | Comments |
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| 7.1 | **Eligible Vehicles and Loads.** The Landfill operator shall screen loads to limit to the extent practicable the intake of ineligible waste. Prior to receiving waste, the Landfill operator shall prepare in writing a program for identifying eligible vehicles and screening loads at the Landfill entrance, random sampling and inspection for ineligible wastes, and checking loads at the Landfill disposal area. The Load Inspection program shall include inspection for hazardous wastes and procedures for their handling and off-site disposal consistent with the Contra Costa County Hazardous Waste Management Plan. The program shall be subject to the approval of Contra Costa Environmental Health and the County Conservation and Development Department. | In Compliance. On-Going | CCEH reviewed and approved the Load Check Program as part of the LEA's 2014 review of the RDSI. DCD received and reviewed the Program and no deficiencies were identified.<br><br>The Eligible Vehicles and Loads Program was developed to conform with the requirements of 27 CCR, Section 20870, and the WDRs [Wastes and Their Classification (Part 11)] for KCL. The Eligible Vehicles and Loads program is designed to identify and remove hazardous and prohibited wastes from the waste stream coming to the landfill. Incoming wastes are verified based on visual inspection, questioning by staff, physical assessment, and waste characterization analysis. If an incoming load is suspected of containing ineligible waste, based on the visual inspection, the hauler will be questioned by landfill personnel about the contents of the load. If there is still a question about the acceptability of the waste, the hauler will not be permitted to unload the waste.<br><br>The original Load Check Program, dated April 25, 1993 was approved by the Health Services Department and CIWMB as part of the RDSI pursuant to issuance of the SWFP. The Load Check Program was revised in September 2013. Condition 17j (Hazardous Waste Screening) of the SWFP specifies procedures for hazardous waste inspection. Landfill personnel are trained in the implementation of identifying non-eligible vehicles and ineligible waste. Ineligible hazardous waste materials are not accepted at the landfill per conditions in this LUP and the SWFP. A Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992, states this condition was reviewed and certified.<br><br>Also see Condition 19.4. |
| 7.2 | **Load Covering.** The Landfill operator shall spot check all incoming waste-hauling vehicles for proper covering or containerization consistent with the requirements of Section 418-2.008(a) of the County Code. The operator shall identify any waste loads which are susceptible to littering or leakage because of the lack of covering, inadequate covering, or disrepair of screens, covers or containers. Customers delivering any such waste loads shall be required to provide evidence that corrective actions have been taken to effectively cover and contain waste loads (e.g. waste adequately secured with covers and containers in good repair) in order to be eligible to deliver waste loads in the future. Landfill operator shall track and report applicable details about the occurrences and corrective actions taken to the County Department of Conservation and Development annually. | In Compliance. On-Going | Republic Services removed the "How's My Driving?" stickers from their trucks and replaced them with "Together for Safer Roads" stickers. Incidents of litter bounce out from Republic trucks can still be recorded using the truck number which identifies every truck, and using the local phone number printed on all trucks. Republic Services is a member of Together for Safer Roads, an organization made up of private sector companies dedicated to improving traffic safety on the nation's roads. Republic is implementing a program of Best Practices for its fleet of vehicles related to road safety management, safer roads and mobility, safer vehicles, and safer road users. Republic trucks and trailers are numbered. Complainants must call Keller directly to report concerns.<br><br>Every incoming load is inspected to ensure all waste-hauling vehicles are covered; waste loads are screened for excessive littering and inadequate covering. Transfer vehicles with inadequate screens or containers are repaired as they are identified. Republic's trucks should have phone number for others to call if litter is observed so corrective actions are taken in a timely manner (like "How's my driving"). Also see Condition 25.3.<br><br>On May 14, 1991, the Board of Supervisors amended County Ordinance Code 91-26 (Requirements for Vehicles Transporting Refuse codified as Chapter 418-2) to require all waste-carrying vehicles transporting refuse to solid waste facilities in the County to have their loads covered. On September 9, 1991 the Board of Supervisors approved additional recommendations that included but was not limited to requiring DCD to include off-site litter policing in new permits for waste disposal and processing facilities; and directed County staff to work with the Sheriff's Department and California Highway Patrol to assure enforcement of covered load and anti-littering requirements. |

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| 8.1 | **Eligible Vehicles.** The Landfill operator shall admit only the following refuse transport vehicles:<br><br>a) Transfer station trucks (vans). Transfer stations shall have a Waste Management Program, which includes hazardous waste screening and resource recovery operations. Program may be subject to the approval of the Board of Supervisors if deemed necessary for consistency with the Countywide Integrated Waste Management Plan.<br>b) Demolition and construction material trucks hauling debris that would not be recycled or otherwise diverted from disposal if processed at a local Transfer Station. There are waste reduction requirements that apply to such wastes generated by businesses and industries, therefore the operator shall assist the County to help ensure compliance with such requirements or goals through implementation and compliance with Conditions 8.5 – 8.7.<br>c) Incinerated sewage sludge-hauling trucks originating at utilities.<br>d) Sewage and water treatment plant sludge and other byproduct trucks with loads complying with San Francisco Regional Water Quality Control Boards solids-to-liquid requirements.<br>e) Trucks hauling Designated Wastes approved for this landfill by the Regional Water Quality Control Board.<br>f) Other specialized waste transport trucks, hauling wastes identified in the Landfill's Solid Waste Facilities Permit which cannot be feasibly processed to increase diversion through a Transfer Station. | In Compliance. On-Going | Only eligible vehicles, as outlined in this condition and/or the operating permits, are allowed admittance into the Keller Canyon Landfill. In-county waste origin requirements of this condition are unenforceable as a result of U.S. Supreme Court decisions in June 1992 (see also the First Amended Franchise Agreement in 1994). See Condition 5.1. |
| 8.2 | **Service Area Restriction.** See Section 5. | Cross-Reference | This condition solely cross-references another LUP secition. See Section 5. |
| 8.3 | **Emergency Exemption.** See Condition 6.5. | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 6.5. |
| 8.4 | **Reciprocal Use Exemption.** See Condition 5.4 | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 5.4. |
| 8.5 | **Direct Haul.** Only wastes in the prescribed vehicles which would not be recycled or otherwise diverted from disposal if processed through a local transfer station may be considered for direct haul pursuant to the Procedures specified in Condition 8.6. At least once per year, the Landfill operator shall submit an updated list of waste and material types recovered prior to transfer for disposal at the landfill if contained in loads delivered to any of the local transfer stations open to the public. The annual list shall be subject to the review and approval of the Department of Conservation and Development and is intended to be used when screening direct haul eligibility pursuant to Condition 8.6(g). Loads containing materials that will be used as cover or otherwise beneficially reused on-site and treated as diversion under the Integrated Waste Management Act may be direct hauled without going through a transfer station. | In Compliance. On-Going | **UPDATE: New Conditions 8.5 – 8.8 pertaining to direct haul became effective on March 22, 2017, as part of the initial KCL Permit Review conducted in 2014/15 and approved by the County Board of Supervisors. Since March 22, 2017, KCL ceased acceptance and disposal of direct haul loads of waste types identifiend as recoverable at transfer stations.**<br><br>**The Annual Ineligible List for Direct Haul (Ineligible List) was submitted in early 2017. After staff review and comment, a revised Ineligible List was submitted and approved on March 20, 2017.** |

| Condition | Condition Description | Compliance Status | Comments |
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| 8.6 | **Direct Haul Procedures.** Direct haul process and materials shall be consistent with the Solid Waste Facility Permit (No. 07-AA-0032), this LUP, and applicable policies adopted by the Board of Supervisors including those identified in 8.6(k) below. The operator shall ensure new customers receive information consistent with i) and j) prior to gaining access to the site. The operator shall conduct screening procedures specified in a) through h) prior to allowing customers to direct haul waste/material loads to the landfill. Operator shall provide written confirmation that eligibility has been demonstrated consistent with these procedures prior to loads being accepted for disposal. Operator shall summarize results of direct haul eligibility screening completed each quarter in the direct haul reports required under Condition 8.7.<br>a) Name of company and physical location at which the waste or material was generated.<br>b) Complete description of waste including chemical analysis and solids-to-liquid ratio when appropriate.<br>c) Description of originator's in-house waste inspection program(s) to ensure screening for hazardous and/or toxic materials or originator's written confirmation that their practices comply with uniform waste inspection program prepared by the Landfill operator.<br>d) Description of volume and expected frequency of waste to be hauled and a description of the specialized waste transport vehicle(s) to be utilized.<br>e) Description of the waste originator's in-house waste reduction and recycling program(s) or originator's written confirmation that their practices comply with a uniform waste reduction and recycling plan to be prepared by Landfill operator and approved by the Department of Conservation and Development.<br>f) Originator's or transporter's affirmation to adhere to County imposed haul route and peak hour hauling restrictions.<br>g) Written confirmation by the Landfill operator that the waste or material is not on the approved annual list described in condition 8.5, and<br>h) Written waste eligibility determination from Keller Canyon Landfill Company based on a) through g) above.<br>i) Requirements of Keller Canyon Landfill Company describing contract for landfill use, rules and regulations of the landfill (e.g. on-site speed limit), prescribed haul route, load inspection program, driver training program, and any other such information as required.<br>j) Requirements for proper load covering or containerization and consequences for non-compliance specified in Condition 7.2.<br>k) Any other information required by the Director of Conservation and Development, or by the actions of the Board on August 11, 1992 October 27, 1992, November 24, 1992, August 17, 1993 and December 14, 1993. | In Compliance. On-Going | **UPDATE: New Conditions 8.5 – 8.8 pertaining to direct haul became effective on March 22, 2017, as part of the initial KCL Permit Review conducted in 2014/15 and approved by the County Board of Supervisors. Since March 22, 2017, KCL ceased acceptance of direct-hauled mixed C&D for disposal.**<br><br>**The operator has submitted the direct haul quarterly reports required under COA 8.7 that incorporates Direct Haul Procedures required in this condition.** |
| 8.7 | **Direct Haul Reports.** The Landfill operator shall submit quarterly direct haul reports to the Department of Conservation and Development. The quarterly reports shall contain details about all direct haul loads, including the date accepted, customer (company) name, waste type, tonnage, location and jurisdiction of waste/material origin (city and county) and end use (disposal, cover or other on-site beneficial reuse). Summarized results of all direct haul eligibility screening conducted during each period shall be submitted in conjunction with the quarterly waste origin reports. The quarterly reports shall also identify the total tonnage of municipal solid waste (Class III waste) received that quarter, total tonnage of Class II wastes received that quarter, and the percentage of total waste received which is characterized as Class II. If determined necessary by DCD, additional reporting information or more frequent reporting may be required in the future. | In Compliance. On-Going | **UPDATE: New Conditions 8.5 – 8.8 pertaining to direct haul became effective on March 22, 2017, 18 months from the September 22, 2015 approval by the County Board of Supervisors as part of the initial KCL Permit Review conducted in 2014/15.**<br><br>**The operator has submitted a Direct Haul Report for the first and second quarters of 2017 to DCD and is working with DCD staff on the finalization of data compilation and reporting to meet requirements of this condition of approval.** |

| Condition | Condition Description | Compliance Status | Comments |
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| 8.8 | **Emergency Direct Haul.** In the event that a natural disaster or other emergency prevents the timely processing of wastes through a transfer station before disposal at the landfill, such waste or loads may be considered for direct haul. The landfill operator shall submit a written request to the County Department of Conservation and Development when circumstances or conditions warrant, or may warrant, emergency direct haul to the landfill. The landfill operator shall not proceed with emergency direct haul until written approval has been provided by the Director of the Department of Conservation and Development. The landfill operator shall submit an incident report describing the basis for emergency direct haul and the contingency actions taken. | Not Yet Required | **UPDATE: New Conditions 8.5 – 8.8 pertaining to direct haul became effective on March 22, 2017, as part of the initial KCL Permit Review conducted in 2014/15 and approved by the County Board of Supervisors. Since March 22, 2017, circumstances or conditions have not warranted emergency direct haul to Keller Canyon Landfill.** |
| 9.1 | **Hours of Operation.** The Landfill operator shall not open the landfill to receive waste loads before 7:00 a.m. or after 7:00 p.m. Refuse shall be covered by 7:30 p.m. at which time working lights shall be extinguished. Entry and security lights shall be dimmed at 7:30 p.m. Other hours of operation, within those parameters, may be specified by Contra Costa Environmental Health or in the Landfill's Solid Waste Facili¬ties Permit. Special loads may be received at other times in accordance with procedures established by Contra Costa Environmental Health or the Department of Conservation & Development.<br><br>The Director of Conservation and Development may administratively shorten or extend the hours of operations prescribed above after consultation with the Landfill operator, Contra Costa Environmental Health, and the City of Pittsburg, after holding a public hearing to obtain the comments of other interested parties. To shorten the hours of operation, the Director of Conservation and Development shall find that the changes are needed to mitigate substantial noise, traffic, or similar impacts arising from the operation of the Landfill which were not known when this Land Use Permit was adopted. To extend the hours of operation, the Director of Conservation and Development shall find that longer hours will not cause traffic, noise, glare, or similar impacts of Landfill operations to substantially increase in the vicinity of the Landfill. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development if required to address any applicable officially declared disaster. | In Compliance. On-Going | Hours of operation and control of on-site lighting are in compliance as specified in this condition. There have been no shortening of hours due to unforeseen impacts arising after the LUP was issued. No waste is accepted after 7:00 P.M. The required daily cover is completed by 7:30 P.M. All stationary lights are extinguished by 7:30 P.M. |
| 9.2 | **Operating Days.** The landfill shall remain open for operation six days a week except on Holidays. It shall close on Sundays. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development. | In Compliance. On-Going | The facility is open six days a week and closed on Sundays as specified in this LUP condition; Specification 5b. of the SWFP; and Condition #17309 part 1 of the Major Facility Review permit issued by the BAAQMD. |
| 9.3 | **Maximum Daily Tonnage.** The landfill may accept for disposal a maximum of 3,500 tons of refuse per day. The Board of Supervisors shall review and revise, if necessary, the maximum allowable tonnages per day. If the Board establishes sub-County service areas, maximum tonnages for each landfill may be prorated to reflect their service areas. The Board may increase the maximum daily tonnages, if necessary, to reflect Reciprocal Capacity Agreements or emergency measures. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development. The Landfill operator shall submit quarterly reports to the Department of Conservation and Development solely showing daily waste tonnage accepted for disposal. | In Compliance. On-Going | **UPDATE: The maximum daily tonnage limit of 3,500 was not exceeded in 2015, 2016, or 2017 to-date.**<br><br>KCL is in compliance with the maximum daily tonnage limit of 3,500 specified in this LUP condition; Section 5c and Condition 17m of the SWFP; and Condition #17309 part 2(a) of the Major Facility Review permit issued by the BAAQMD. Tonnage records are submitted to County DCD and CCEH and are available for review. Sub-County services areas have not been established. |

| Condition | Condition Description | Compliance Status | Comments |
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| 9.4 | **Minimum Buffer Zone.** The Landfill developer shall reserve a minimum buffer of 2,000 feet from the closest place of permanent waste placement to the closest existing residence on Jacqueline Drive. | In Compliance. On-Going | The Minimum Buffer Zone of 2,000 feet was established and is maintained per this condition. |
| 9.5 | **Special Buffer Area.** No residential housing shall be permitted at any time in the special buffer area. See Condition 23.2. | In Compliance. On-Going | The Special Buffer Area continues to be under Williamson Act contract (Contra Costa County, 2008) and is zoned A-4, Agricultural Preserve.<br><br>No residential housing has been constructed in the Special Buffer Area. Application submitted for oil and gas well permit to drill a well in the Special Buffer Area (094-360-010) in June 2003. |
| 9.6 | **Dedication of Special Buffer Area.** At the time of the submission of the landfill's Development and Improvement Plan, pursuant to Government Code Section 7050, the landfill owner shall offer to dedicate the fee title of the land within the Special Buffer Area to the County of Contra Costa for recordation. The County may accept the fee title and complete the dedication subsequent to the opening of the landfill for the disposal of waste. In making the offer of dedication the Landfill owner may reserve the rights to carry out mitigation programs required by these Land Use Permit Conditions of Approval, and as may be further detailed in implementation plans required to be prepared by these Conditions within the Special Buffer Area.<br><br>The Landfill operator may perform grading and make installations, such as drainage ditches within the Special Buffer Area related to the landfill facility, provided that the grading and installations are consistent with the approved final Development and Improvements Plan and do not impair the capability of the Area to accommodate agricultural grazing and provide habitat mitigation consistent with these Conditions of Approval. Similarly, the Landfill operator shall be allowed to carry out closure and post-closure activities related to the landfill or the Special Buffer Area provided that such activities are consistent with a County-approved closure plan and with the uses of the land allowed by these Conditions of Approval.<br><br>The County may require the Landfill operator to maintain the Special Buffer Area, subsequent to dedication, at the operator's expense. Maintenance shall include security, weed control, erosion control and the provision of fire trails. | Completed | The landfill operator submitted a letter to the County Board of Supervisors with an Offer to Dedicate on October 23, 1991. The County Board of Supervisors formally accepted the dedication offer in the form of a Board Order "Acceptance of Development Rights for Special Buffer Area, Keller Canyon Landfill" recorded on November 19, 1996.<br><br>No waste disposal has occurred in the Special Buffer Area. Limited site development occurred consistent with the Dedication of Development Rights of the Board Order and Report of Disposal Site Information and Final Development and Improvements Plan. This site development has not impaired the Special Buffer Area's capability to accommodate grazing or habitat mitigation. The Dedication of the Special Buffer Area reserves the rights of the landfill owner to carry out mitigation programs required by LUP conditions and/or other permits.<br><br>Offer letter substantiated by CDD on 10/23/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 10.1 | **Volume Estimation.** The Landfill operator shall prepare reports annually estimating the remaining landfill site life (years) and capacity (cubic yards and tons). Reports shall be submitted to the Department of Conservation and Development by March 1st of each year. The Landfill operator shall also submit an initial topographic map prior to receiving wastes. | In Compliance. On-Going | Topographic maps, color aerial photos, and capacity absorption are completed annually. and are available for review by interested agencies during normal business hours. Aerial surveys are required under Condition 17r of the SWFP which is enforced by the LEA. DCD receives landfill capacity and estimated volume of waste in place on an annual basis which is used to satisfy an annual reporting requirement enforced by the State. |
| 10.2 | **Scales.** The Landfill developer shall install certified scale(s) at the landfill to weigh incoming and outgoing trucks. A weigh-ing program, subject to approval by the County Department of Health Services and Director of Weights and Measures, shall be implemented to monitor incoming wastes. | In Compliance. On-Going | Certified scales were installed prior to commencement of landfill operations See County Certificate of Inspection dated 4/23/1992.<br><br>The weighing program was approved by the Health Services Department prior to landfill operations (see Memo from C. Nicholson to C. Zahn, CDD dated 3/10/1992). |

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| 10.3 | **Waste Characterization.** The Landfill operator shall participate with transfer station operators serving the landfill in a tracking and reporting program to characterize incoming wastes by generator (customer) name, type, amount, and originating community and perform detailed load inspections on vehicles according to a program specified by the Department of Conservation and Develop¬ment. Reports shall be submitted to the Department of Conservation and Development on a quarterly basis on or before the landfill reporting deadlines specified in the Disposal Reporting regulations (Title 14). | In Compliance. On-Going | The facility coordinates with transfer station operators on waste characterization as required by the County and the State's Disposal Reporting System regulations. Waste characterization reports are prepared quarterly and submitted to DCD as required under this condition. A new Condition 8.7 has been added which addresses reporting for waste not processed through transfer stations.<br><br>See letter from KCL dated 4/25/1992 for initial Waste Characterization Program. |
| 11.1 | **Permit Review.** The Landfill operator shall submit reports to the Department of Conservation and Development summarizing the compliance status for these Land Use Permit Conditions of Approval annually unless otherwise specified by the Director of Conservation and Development. The Board of Supervisors will hold annual public hearings to review the Conditions of Approval for this Land Use Permit for three years beginning one year after the commencement of operations of the Landfill. The Board may refer proposed changes to the Land Use Permit to the County Planning Commission for processing. Thereafter, the County Planning Commission shall hold public hearings on the Land Use Permit at three-year intervals. As a result of a review and public hearing, the County Planning Commission may recommend to the Board of Supervisors new or modified conditions to improve the public health, safety, and welfare or in response to court decisions or regulatory changes. Nothing in this condition shall preclude the Landfill owner from applying for amendments to the Land Use Permit at any time or preclude the County from addressing emergency situations or new requirements imposed by State or Federal legislation or the courts. | In Compliance. On-Going | **UPDATE: This LUP Compliance Review table contains DCD staff input as well as information provided by the landfill operator to satisfy this annual compliance status report requirement in accordance with the County Board of Supervisor's direction of staff to proceed with the third annual permit review.**<br><br>Operator applied for an Amendment to the LUP in 2008 which is in process under County File Number LP08-2026. The Subsequent EIR for the proposed LUP Amendment is currently on hold at landfill operator's (Applicant) request. |
| 11.2 | **Local Advisory Committee.** The Department of Conservation and Development shall organize, and the Landfill developer shall participate in a local advisory committee, consisting of elected representatives of local residents and neighborhood associations, to comment and advise on the development of the landfill and its operations. The Board of Supervisors may sanction the Local Advisory Commit¬tee as an official County committee. The committee shall be established as soon as reasonably possible after the Board of Supervisors' approval of this Land Use Permit, if such approval is forthcoming. Meetings shall be initiated following the approval of a Land Use Permit and shall be held at least quarterly through the first two years of landfill operation. Subsequently, meetings may be held annually, but with the provision for meetings on call by the chair or the written request of 3 or more members unless otherwise specified by the County Board of Supervisors. Contra Costa Environmental Health shall be notified at least 10 days in advance of all meetings. Subjects for consideration at meetings will include, but shall not be limited to safety and emergency procedures, landfill fill-related traffic problems, screening of visual impacts and problems of litter, odor, and noise control. Meeting agenda also may include discussion of reports on the landfill construction, operation and maintenance. The Landfill operator shall provide reasonable access to the landfill arranged through the Conservation and Development Department. A surcharge on the tipping fee may be used to fund the advisory group's operations. | Completed | Currently inactive due to action taken by the County Board of Supervisors on ?. The last meeting took place on February 28, 1995. Landfill personnel periodically conduct site tours of the facility for the local community and make presentations to the Bay Point Municipal Advisory Council upon request. |

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| 11.3 | **Insurance and/or Bonding.** The applicant shall provide the insurance and bonds specified by the units of government having approval authority over the project. The applicant/operator is obligated to comply with additional County specified insurance and bonding requirements pursuant to Article 12 of the First Amended Landfill Franchise Agreement. Subjects may include continuity of landfill operation, non-compliance, emergency measures, construction performance, landscaping and closure. | In Compliance. On-Going | The landfill operator provides proof of insurance and bonds annually to the Department of Conservation and Development.<br><br>The filing was substantiated by CDD on 10/25/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. Insurance requirements are specified in Article 12 of the First Amended Landfill Franchise Agreement approved by the County in 1994. See also Condition 25.10.<br><br>The only agency that required a bond at project approval was the Regional Water Quality Control Board. A Mitigation Bond of $500,000 (Bond No. 98370) was filed by KCLC with the Regional Board. Landfill facility Insurances and bonds are updated annually according to inflation rates set by CalRecycle. Bonds are updated for closure, post-closure, and corrective action. |
| 11.4 | **Notification Program.** The Landfill operator shall prepare and implement a program to notify potential customers and periodically remind existing customers of the landfill's opening and closing times, and the conditions of its use, including waste reduction and recycling requirements, load covering requirements, site access regulations, truck maintenance to conserve fuel and a detailed list of prohibited hazardous wastes and alternative disposal options. Customers shall also be notified and periodically reminded of waste acceptance eligibility criteria so that refuse loads containing materials on the list approved annually pursuant to Condition 8.5 are not being brought directly to the landfill. The program should be prepared in conjunction with the operator(s) of the transfer station(s) serving the landfill consistent with the Board of Supervisors' policies on direct haul (see Conditions 8.5 through 8.7). It shall be approved by the County Department of Conservation and Development. | Completed. On-Going | Notification requirements of this condition are included in sales, customer service, and special waste service agreements/business contracts with users and potential users of the landfill. Signage of operating hours and conditions, conditions of use, and other requirements are posted at the facility entrance. Additionally, the back of every ticket issued to customers at the gate specifies unacceptable waste, and the actions that can be taken by the landfill operator at its sole discretion in the event a customer attempts to deliver unacceptable waste. The applicable waste reduction and recycling requirements can be found in Conditions 5.5 and 8.6. |
| 11.5 | **Development Coordinator**. The Landfill owner shall provide a fund to support a County Landfill Development Coordinator, if the County establishes the position, through the period of construction and landfill operations. The Coordinator shall be a staff member or a consultant. The owner shall make quarterly advance payments.<br><br>The Landfill developer and operator shall provide such information as the Development Coordinator may require to review plans and installations under the purview of the County, except that any requirements for additional studies shall be subject to the approval of the County's Director of Community Development. | In Compliance. On-Going | UPDATE 2016: The landfill operator was not asked to fund a Development Coordinator since the last Permit Review in 2014/15. |
| 11.6 | **Compliance and Mitigation Monitoring Program.** The Landfill operator shall fund the County Department of Conservation and Development's program for monitoring of compliance with these Conditions of Approval and the Environmental Impact Report's mitigation monitoring program. | In Compliance. On-Going | The landfill operator continues to reimburse County DCD staff for costs associated with LUP administration and enforcement.<br><br>Landfill owner provides funds to support County staff of the DCD and CCEH as required by this condition of approval. |
| 11.7 | **Pre-Annexation Notification**. If the Landfill owner decides to request annexation of the Landfill to a city, the owner shall notify the Board of Supervisors at least 180 days in advance of filing any application for such annexation. The Board may require the Landfill owner to consult with it or County staff to determine how solid waste management programs specified in these Conditions of Approval would be carried out subsequent to annexation. In no case shall the annexation relieve the Landfill operator of the financial responsibilities, including payment to the County of mitigation fees, specified in these Conditions. | Not Yet Required | Landfill owner has not requested annexation of the landfill property to a city. |

| Condition | Condition Description | Compliance Status | Comments |
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| 11.8 | **Fee and Surcharge Identification.** The Landfill operator (permittee) shall not identify the costs of public agency (County, etc.) fees, charges, or surcharges on bills and receipts issued to landfill users without first obtaining the specific written approval of the County. | In Compliance. On-Going | This Landfill owner is in compliance with this condition. No costs of public agency (County, etc.) fees are identified on customer invoices. |
| 11.9 | **Interpretation of Conditions**. The Community Development Depart-ment Director is authorized to interpret these Conditions in the event that any clarification is needed. | Informational | Condition Acknowledged. |
| 11.10 | **Conditions Requiring Franchise.** Conditions of Approval 4.2, Operative Date, and 13.4, Franchise Agreement Requirement, require a franchise or agreement to be established by this County. All of the terms of said franchise or agreement shall be subordinate to these Conditions of Approval, and these Conditions of Approval shall control in the case of any conflict unless otherwise provided for pursuant to Condition 2.3. There shall be no need to amend these Conditions of Approval or the franchise in the event of such a conflict. | Completed | Original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13,1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996. |
| 11.11 | **Regulations Enforced by Other Agencies.** Several of these Conditions of Approval relate, paraphrase or summarize laws and regulations which are imposed and enforced by other governmental agencies which have jurisdiction over particular aspects of this project. It is this Board's intent in adopting these Conditions of Approval to provide the applicant and the public with an overview of the scope of regulation applicable to this project and to provide this County with the authority to exercise enforcement power if deemed necessary in response to violations of such laws and regulations enforced by other agencies. Unless specifically stated in the Conditions of Approval, however, it is not this Board's intent to establish rules or regulations which are stricter than the laws or regulations which are applied to this project by the other agencies with jurisdiction over aspects of this project. If another agency primarily responsible for some aspect of this project finds that any action or inaction is in compliance with, or violates, any such law or regulation, that finding shall be conclusive. If these Conditions of Approval require some approval by any other agency and that agency declines to approve or disapprove the subject matter, such approval shall be deemed to have been given for purposes of these Conditions of Approval. | Informational | Condition Acknowledged. The Department of Conservation and Development is not aware of any approval Keller has sought which was denied by a regulatory agency. |
| 11.12 | **Required Expenditures.** This Board does not intend, by requiring the applicant to fund various measures, to make any decision regarding whether or not, or how, any expenditures incurred may be recovered through the rate structure or otherwise by the applicant. Any such decision by this Board shall be reserved for its consideration in the franchise or agreement. No inference regarding this issue is to be drawn from this Board's use of any particular terminology in these Conditions of Approval. | Informational | Condition Acknowledged. |
| 11.13 | **Designation of Authority.** In any instance where a Condition of Approval provides that this Board will decide or act upon a certain matter, this Board may delegate the initial decision making or action with respect to that matter to the Director of Conservation and Development or such other designee as this Board determines to be appropriate, provided that there shall be a right of appeal to this Board from any decision to the Director of Conservation and Development or other designee. | Informational | Condition Acknowledged. |

| Condition | Condition Description | Compliance Status | Comments |
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| 12.1 | **Rate Approval.**<br>a) The Board of Supervisors may at its discretion review and approve all rates charged by the landfill operator at the landfill to the extent allowed by the terms of the applicable Franchise Agreement. The rates established by the Board shall be the maximum rates.<br>b) The landfill operator shall at all times maintain on file with the County, a current schedule of Base Rates and Gate Rates charged to each customer as required in Section 6.6 of the Landfill Franchise Agreement.<br>c) As provided for in Condition 2.3, where there is an inconsistency between the requirement(s) of this or any other rate setting Condition in Section 12 and the terms of the Landfill Franchise Agreement which granted the operator sole discretion over setting the base gate rate charged to customers, the terms of the Landfill Franchise Agreement shall supersede the applicable language in Condition 12.1(a) and 12.2 - 12.6 until such inconsistency no longer exists pursuant to Condition 2.3(d). | In Compliance. On-Going | Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10. |
| 12.2 | **Rate Review.** If the Board of Supervisors elects to review and approve rates, it should be done annually in accordance with the rate review procedure established by the County. More frequent review of rates may occur if requested by the landfill operator and if the Board determines that changing circumstances warrant such review. The Board may also review rates more frequently if the Board determines that it is in the public interest to do so pursuant to the terms of the Franchise Agreement for the landfill. | No Longer Applicable | Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10. |
| 12.3 | **Form and Content of Rate Review Application.** The landfill operator shall submit its rate application in a form and content as specified by the County. The Landfill operator shall provide any relevant rate and cost information requested by the County. Such application may require the landfill operator to submit the application on forms and/or using computer software provided by or specified by the County. The County shall have the right to inspect and audit all records of the landfill operators which support its rate review application. | No Longer Applicable | Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10. |
| 12.4 | **Rate Application Guidelines.** The rate application shall be designed to ensure reconciliation of rates with audited company financial statements; detailed year-to-year cost comparisons; documented guidelines for allowable expense categories, accounting methodologies, allowable management costs and other cost elements; unit usage and unit cost data on major expense items; calculation and reporting of company productivity statistics by cost category; and full documentation of assumptions and source materials. The rate application process shall also provide for comparative rate surveys with other similar operations. | No Longer Applicable | Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10. |

| Condition | Condition Description | Compliance Status | Comments |
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| 12.5 | **Financial Statement**. The landfill operator shall maintain full and complete accounting records in conformity with generally accepted accounting principals applied on a consistent basis. A financial statement for the proceeding fiscal year, in such form and providing such information as the Board may require, shall be submitted with each rate review application. The financial statement shall be prepared and certified by a Certified Public Accountant currently licensed to practice in the State of Cali-fornia. The County, through a Certified Public Accountant appointed by the County for that purpose, shall at all reasonable times have the right to inspect and audit the records of the landfill operator that supports the financial statements. The County reserves the right to determine which records are relevant. | No Longer Applicable | Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10. |
| 12.6 | **Scope of Rates**. The Board of Supervisors may require that the landfill operator include in its rates collection for purposes other than disposal including but not limited to, charges for funding of inspections, charges relating to origin of waste such as out-of-county waste, franchise or agreement fees, closure and postclosure maintenance of other landfills, solid waste management programs such as general litter pick-up, abandoned vehicle removal, solid waste planning, and any other conditions of approval. | In Compliance. On-Going | Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10. |
| 13.1 | **Franchise Compliance and Agreement.** The Landfill operator shall be subject to the terms and conditions of any franchise or agreement established by the Board of Supervisors. A draft franchise or agreement shall be submitted with or before the Final Develop¬ment and Improvements Plan. | Completed. On-Going | The original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13,1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996. |
| 13.2 | **Assignment.** The landfill operator and the landfill owners shall not assign or subcontract the franchise or agreement, any part of the franchise or agreement or any obligation of the franchise or agreement without written prior consent of the Board of Supervisors. Unless otherwise specified in the franchise agreement, the term "assignment" shall include any dissolu¬tion, merger, consolidation or reorganization of the landfill's ownership or the sale or other transfer of the controlling percentage of the owner's stock in the landfill or the sale of 51% of the value of the assets of the landfill's owners. | Completed. On-Going | Condition Acknowledged. |
| 13.3 | **Contents**. The franchise or agreement may contain such provisions as the Board deems necessary, including but not limited to complete indemnification of the County, liability insurance by type and amount, performance bond by type and amount, rights of the County to acquire ownership of the landfill, funding for mitigation and reimbursement of County costs, funding for closure or post-closure costs, franchise or agreement fee fees) rate review and approval procedure and determination of and consequences of breaches of the franchise. | Completed. On-Going | The original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13,1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996. |
| 13.4 | **Requirement**. Permitee shall not establish, operate or carry on the business of a solid waste facility pursuant to this permit unless and until it has been first granted a franchise (or entered an agreement with the Board of Supervisors). | Completed. On-Going | The original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13,1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996. |

| Condition | Condition Description | Compliance Status | Comments |
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| 13.5 | **County Discretion**. Notwithstanding any other provision of this Permit, Permittee acknowledges that the County's discretion to grant or deny one or more said exclusive, non-exclusive or otherwise franchises or similar agreements is not limited or abridged in any manner by this Permit; and that this Permit does not require the approval of any such franchise or agreement. County reserves the right as part of the negotiation and entry of any such franchise or agreement to enter a public-private partnership with the Permitee for the project and/or to pursue the rights of the County to acquire ownership of the Landfill. | Completed. On-Going | Condition Acknowledged. |
| 14.1 | **Initial Development and Improvements Plan.** The Initial Development and Improvements Plan approved by this Land Use Permit, and modified by these Conditions of Approval, shall consist of the following schematic plans included in the applicant's January 31, 1989 entitlement application, the Keller Canyon Landfill Comprehensive Project Description (February 1989) and addendum (December 1989), and the 3-volume Site Characterization Report (September 1989).<br>a) Grading/Excavation Plans with fill limits for each phase.<br>b) Layout for Groundwater Collection System.<br>c) Liner System Cross-section and Installation Sequence.<br>d) Leachate Collection System Layout Plan.<br>e) Gas Collection Layout Plans for each phase.<br>f) Surface Water Drainage Plan.<br>g) Facilities Site Plan for Operations and Maintenance.<br>h) Leachate, Landfill, Gas and Water Storage Facility.<br>i) Landfill Access Road Plans Profiles, Typical Section.<br>j) Bailey Road Plan and Typical Section.<br>k) Landscape Facilities Site Plan for Operations and Mainte-nance.<br>l) Landscape Plan for Leachate, Landfill Gas and Water Storage Facilities.<br>m) Landscape Plan. | Completed | All plan elements outlined in this condition of approval for the Initial Development and Improvements Plan were submitted and subsequently completed in final form in the Final Development and Improvements Plan (FDIP). |

| Condition | Condition Description | Compliance Status | Comments |
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| 14.2 | **Regulatory Agency Approvals.** Subsequent to the approval of this Land Use Permit, the Landfill Developer shall obtain approvals from the regulatory agencies having jurisdiction over the project, and obtain their detailed requirements for building, serving, and operating the Landfill. The approvals shall include, but are not limited to:<br><br>a) Waste Discharge Requirements from the Regional Water Quality Control Board.<br>b) Authority to Construct (and Authority to Operate Require¬ments) from the Bay Area Air Quality Management District.<br>c) Wetland Modification Permit from the Army Corps of Engi¬neers.<br>d) Streambed Alteration Agreement from the State Department of Fish and Wildlife.<br><br>The Landfill developer shall notify the Department of Conservation and Development if proposed or adopted permit conditions or requirements of other regulatory agencies do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report. The Landfill operator shall submit to the County copies of all new and modified permits or entitlements at the time each is issued or approved by the applicable regulatory agency. | Completed. Updated As Needed | **UPDATE: Permits updated are shown below in bold font.**<br>The permits and approvals involved compliance with prevailing State and federal regulations and design standards for a Class II sanitary landfill and represent implementation of many mitigation measures specified in the 1990 Final EIR. All other project approvals were obtained and updated as follows:<br>* Solid Waste Facility Permit (SWFP) #07-AA-0032, issued April 29, 1992 by Contra Costa Environmental Health, with concurrence from the former California Integrated Waste Management Board, now the California Department of Resources Recycling and Recovery (CalRecycle). Last reviewed and modified in 2014. **Next permit review in 2019.**<br>* Waste Discharge Requirements (WDRs) Orders No. 91-052, 97-060, 98-081, 00-091, 01-240, R2-2003-0063, R2-2004-0080, issued 3/20/91 by the California Regional Water Quality Control Board, San Francisco Bay Region (RWQCB). Last amended 2004;<br>* Title V Permit Major Facility Review Plant No. A4618 last issued March 17, 2016 by the Bay Area Air Quality Management District (BAAQMD);* **Authority to Construct/Permit to Operate Plant No. 4618 reviewed annually by the BAAQMD. 2017 renewal scheduled November 1, 2017**. ;<br>* National Pollution Discharge Elimination System Permit #2-07S006887 issued September 17,1992 by the U.S. Environmental Protection Agency;<br>* Nation-Wide Permit No. 26t, Section 404 of the Clean Water Act, issued June 14, 1991 by the U.S. Army Corps of Engineers;<br>* Conditional Certification under the Clean Water Act, Section 401, issued October 3, 1991 by the California Regional Water Quality Control Board, San Francisco Bay Region;* Streambed Alteration Agreement No. 1461-90 by the California Department of Fish and Game was signed by the Warden on 8/4/1991 and executed by the Operator on October 18, 1991. Lawlor Creek (No. 1461-90); Sedimentation basin, drainages, culverts (No. 1462-90); and wetlands construction (No. 1463-90).<br>* Industrial Waste Discharge Permit #292150-S last issued 2008 by the Delta-Diablo Sanitation District;<br>* Cancellation of the Land Conservation Act (Williamson Act) Contract #6-71 on July 14, 1990 and amended on October 15, 1991 by Contra Costa County.<br>* Report of Disposal Site Information (RDSI), 1992, pursuant to SWFP 07-AA-0032, as amended.<br><br>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 14.3 | **Improvements Requirements.** Subsequent to the approval of this Land Use Permit, the Landfill developer shall obtain approvals from the agencies, utilities, and parties having jurisdiction or control over the on-site and off-site improvements required by this Land Use Permit or by agencies having regulatory jurisdiction over the project. The Landfill developer shall notify the Conservation and Development Department if proposed or adopted Conditions or requirements do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report. | Completed. Updated As Needed | All approvals were obtained from jurisdictional agencies as described above in Condition 14.2.<br><br>The Department of Conservation and Development has not received any notice from the Landfill operator stating that the land use conditions appear to be inconsistent with the LUP or Environmental Impact Report. |

| Condition | Condition Description | Compliance Status | Comments |
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| 15.1 | **Final Development and Improvements Plan.** Subsequent to the approval of the Land Use Permit but prior to the commencement of any construction, the Landfill developer shall submit a Development and Improvements Plan to the Conservation and Development Department and obtain the approval of the Director of Community Development. The Development and Improvements Plan shall be consistent with the project approved by the Land Use Permit, but prepared to a level of detail appropriate for the review of the engineering and construction of the project's on-site and off-site improvements. It shall be internally consistent with the project's Environmental Impact Report findings, these Conditions of Approval, regulatory agencies and others having discretionary approvals over the project, and the Solid Waste Facilities Permit issued by Contra Costa Environmental Health. The Conservation and Development Department will coordinate the review of the plan by Contra Costa Environmental Health, the Public Works Department, and other appropriate units of government. The Landfill developer shall comply with all provisions of the final Developments and Improvements Plan.<br><br>The Development and Improvements Plan shall include:<br><br>a) Site Development Plan, as described in the following sections.<br>b) A Surface Water Management and Sediment Control Plan, (Section 18).<br>c) An Agricultural and Habitat Enhancement Plan, (Section 23).<br>d) A Waste Reduction and Resource Recovery Program, (Section 31).<br>e) A Landscape (screening) Plan, (Section 22).<br>f) A Landfill Gas Management/Air Quality Monitoring/Odor Control Plan, Section 20).<br>g) A Leachate Management Plan, (Section 17).<br>h) A Site Services and Utilities Plan (Section 30).<br>i) A Traffic/Circulation Plan, (Section 29). | Completed. Updated As Needed | There may be updates to various FDIP Sections, such as Sections 6.3 - 6.5 which relate to the requirements in Conditions 31.4 - 31.6.<br><br>A copy of the FDIP is kept at the KCL and County DCD offices and is available for review during normal business hours. Some of the documents listed below have been updated by other permits in effect at KCL. The FDIP was formally submitted on July 23, 1991 to CDD. The FDIP served as the primary basis for facility review. CDD coordinated reviews of the FDIP with other County department. The landfill operator updated elements of the FDIP as directed by CDD.<br><br>* Landfill (Site) Development Plan included in FDIP, Section 3<br>* Surface Water Management and Sediment Control Plan included in FDIP, Section 4<br>* Agricultural and Habitat Enhancement Plan included in FDIP, Section 5<br>* Waste Reduction and Resource Recovery Plan included in FDIP, Section 6<br>* Landscape (Screening) Plan included in FDIP, Section 7<br>* Landfill Gas Management/Air Quality Monitoring/Odor Control Plan included in FDIP, Section 8<br>* Leachate Management Plan included in FDIP, Section 9<br>* Site Services and Utilities Plan included in FDIP, Section 10<br>* Traffic and Circulation Plan included in FDIP, Section 11 |
| 15.2 | In approving the Development and Improvements Plan, the Conservation and Development Department Director may allow the Landfill developer to phase construction of landfill modules and other features, except where timing is specified in these conditions. The submittal of the Development and Improvements Plan components may reflect this phasing. | In Compliance. On-Going | DCD authorized initial phased construction of landfill facilities and modules in 1991. See Memo from C. Zahn to the Board of Supervisors dated 10/25/1991. |
| 16.1 | **Landfill Slopes Objective.** Landfill slopes shall be engineered to provide static and dynamic (seismic) stability under design criteria for Class II Landfills. | Objective | This is solely an Objective. See Conditions 16.2 - 16.12.<br><br>All engineering design related to landfill slopes meet design criteria for Class II landfills and are approved by the RWQCB. The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [(e.g. Specification B.8, (Maintenance of Disposal Area slopes), B.14 (Reports prepared by registered engineers and geologists).<br><br>Letter of authorization from the RWQCB was substantiated by CDD on 10/23/1991. |

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| 16.2 | **Seismic Design.** The Landfill, its drainage features and operat¬ing components (lifts, berms, liners, sediment pond, leachate and gas collection systems and major stockpiles) shall be designed to withstand earthquakes as specified in applicable regulations. The Landfill developer shall utilize a MCE (design earthquake) specified by the San Francisco Regional Water Quality Control Board. The Landfill developer shall provide substantiation in the Final Development and Improvements Plan that the Landfill design will withstand the MCE. | In Compliance. On-Going | The facility is in compliance with seismic design criteria and other measures incorporated into the WDRs (RWQCB Order 01-040) [(e.g. Specification B.5 (engineered structures to withstand maximum credible earthquake (MCE), Provision C.5 (submit proposal for slope and seismic analysis) and (slope and seismic analysis for new construction). WDRs are monitored by the RWQCB.<br><br>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 16.3 | **Landslide Study.** The Landfill developer shall employ a licensed geo-technical consultant to conduct a supplementary study of landslides and slope stability in areas of the site affected by Landfill and improvements grading. The study shall be performed by a licensed geotechnical professional. The study shall be subject to the approval of the County and the San Francisco Regional Water Quality Control Board. The Landfill developer shall incorporate the results of the study into the site grading program and the designs of overlying structures, which shall be included in the Development and Improvements Plan. | Completed. On-Going | The original preliminary Landslide Study is included in the FDIP, Appendix G. The facility is in compliance with the WDRs Section 19.and Title 27 requirements, including Section 21750(f)(5)(A) requiring the discharger to provide slope stability analyses prior to construction, ensuring the integrity of the waste management unit under both static and dynamic conditions throughout the unit's life.<br><br>A certified study by a licensed geotechnical professional was substantiated by **DCD** on 10/25/1991. See Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 16.4 | **Geotechnical Inspector.** The Landfill operator shall fund the costs of an independent geotechnical consultant, who shall be selected by and be respon¬sible to the County. The Inspector shall inspect the installation and condition of liners, leachate control facilities and other installations, identified by the County, as they are installed and periodically thereafter as directed by the County. This provision shall remain in force over the life of the landfill. | In Compliance. On-Going | Design reports for all phases of site development are submitted to the County for review and approval. The operator was asked to provide funding for the County to contract with a geotechnical consulting firm to assist with the review of design reports for at least the first five years of phased landfill construction. Professional geotechnical consultants are involved in all phases of site development as required by WDRs Specification B.14 (Reports prepared by registered engineers and geologists). Liner installation is routinely inspected during construction of each new landfill disposal phase in accordance with requirements of this LUP and the WDRs monitored and enforced by the RWQCB. The County may elect to retain geotechnical expertise in the future at the operator's expense pursuant to this Condition. |
| 16.5 | **Landfill Design Stability.** The Landfill developer shall provide a static and dynamic stability analysis of the final engineering design of the Landfill and its appurtenant improvements. The stability analysis method and the resulting analysis shall be approved by the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board and included in the Final Development and Improvements Plan. | Completed. On-Going | An early study of landfill design stability is included in FDIP, Section 3.3. In 2002, analyses were performed to evaluate the static and seismic stability of the proposed base grades, the final fill grades and the proposed cover system under five cases involving different locations proximate to landslides, and under different final fill grades and cover parameters. The presentation and discussion of these analyses is organized in an internal report by GeoSyntec, 2002.<br><br>All KCL design documents must comply with the WDRs Section 19. Title 27 Requirements, which requires that any future developments must comply with Section 21750(f)(5)(A), requiring the discharger to provide slope stability analyses, ensuring the integrity of the waste management unit under both static and dynamic conditions throughout the unit's life.<br><br>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |

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| 16.6 | **Slope Monitoring.** The Landfill operator shall install and maintain slope monitoring stakes on landslides and sensitive slopes which could affect an operating Landfill. The monitoring program shall be approved by the County Department of Conservation and Development. | Completed. On-Going | Included in the original Landslide Study in the FDIP, Appendix G. Slope monitoring is conducted consistently to identify potential problems.<br><br>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [(e.g. Specification B.8, (Maintenance of Disposal Area slopes), B.14 (Reports prepared by registered engineers and geologists), Provision C.5<br><br>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 16.7 | **Settlement Program.** The Landfill developer shall implement a program to prevent fill settlement and an inspection program to detect and correct settlement problems. The developer shall compact the refuse and cover materials to maximum strength and design and maintain the necessary slope gradient to ensure proper surface water drainage. A network of settlement platforms shall be installed to monitor fill settlement at critical points. The station specifications and locations shall be included in the Improvements and Development Plan. The Settlement program shall be subject to the approval of the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board. | Completed. On-Going | Included in FDIP, Section 3.4. Landfill settlement is also addressed in the Draft JTD. Compaction of waste and cover is performed in compliance with State requirements and Condition 17k(c) of the SWFP.<br><br>The facility is in compliance with seismic design criteria and other measures incorporated into the WDRs (RWQCB Order 01-040) [(e.g. Specification B.5 (engineered structures to withstand maximum credible earthquake (MCE), Provision C.5 (submit proposal for slope and seismic analysis) and (slope and seismic analysis for new construction). WDRs are monitored by the RWQCB.<br><br>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 16.8 | **Emergency Landslide and Earthquake Program.** The Landfill operator shall prepare and implement an emergency program for inspecting the Landfill facility, dealing with failures and providing for uninterrupted refuse handling for implementation following a landslide and/or earthquake. The program shall be subject to the approval of the County Department of Conservation and Development, Contra Costa Environmental Health and the Regional Water Quality Control Board. | Completed. On-Going | A Post-Earthquake Program is included in the 1992 RDSI, and FDIP, Section 3.5, and was submitted to the RWQCB in compliance with Provision C.3 of the WDRs in Order No. 91-052.<br><br>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 16.9 | **Settlement Pond Embankment Design.** The Landfill developer shall design the settlement pond to control foundation seepage through the means of a filter or other materials. | Completed | Settlement pond embankment was designed per requirements of the WDRs and approved by the RWQCB. Also see Community Development Department Letter from H. Bragdon to the Board of Supervisors dated 12/13/1991; and Building Inspection memo from S. Thung to C. Zahn dated 1/21/1992. The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Prohibition A.5 (Detailed construction plans of containment structures), C.18 (Notification of containment facility failure). WDRs are monitored by the RWQCB. |

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| 16.10 | **Settlement Pond(s) Monitoring Program.** The Landfill operator shall prepare and implement a failure prevention and warning system, including daily monitoring and visual inspection, for the sedimentation ponds. The program shall be approved by the County Conservation and Development Department and shall be included in the Development and Improvements Plan. | In Compliance. On-Going | Included in FDIP, Section 3.5. Sedimentation ponds and stormwater discharge points are inspected at a minimum on a weekly basis. Daily inspections have proved unnecessary due to the static nature of the facilities particularly during the non-rainy season.<br><br>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Prohibition A.5 (Detailed construction plans of containment structures), C.18 (Notification of containment facility failure). WDRs are monitored by the RWQCB. |
| 16.11 | **Stockpile Stability.** Commencing with the onset of stockpiling, the Landfill operator shall continually analyze daily cover material stockpiles for stability to determine allowable heights and/or slopes. The results shall be available to the County Conservation and Development Department and Contra Costa Environmental Health on demand. | In Compliance. On-Going | Stockpiled cover materials are analyzed daily for stability as standard operating procedure and Condition 17k(a) of the SWFP. Results of stockpile stability analyses are available to the Department of Conservation and Development and the LEA upon request. |
| 16.12 | **Unstable Areas.** Areas with landslide potential to affect land-fill operations shall be stabilized through excavation or other methods such as compacting or the construction of retaining walls. Grading operations shall be performed in a manner which shall not destabilize slopes. | In Compliance. On-Going | Potential landslide areas have been identified. Stabilization methods are to be determined in the field. Significant landslide events occurred at the landfill site in 1996 and 1998. All corrective actions were reviewed and approved by the RWQCB and are the subject of RWQCB Order 01-040 Title 27 Requirements Items 16, 17, and 18.<br><br>Measures are incorporated into the facility's WDRs (RWQCB Order 01-040) [(e.g. Specification B.8, (Maintenance of Disposal Area slopes), B.14 (Reports prepared by registered engineers and geologists), Provision C.5 |
| 17.1 | **Groundwater Protection Objective.** The Landfill shall not impair the beneficial uses of groundwater on the Landfill site or in its vicinity. The design and monitoring of the Landfill shall be based upon the assumption of the existence of high permeability interconnecting cracks and fissures in the underlying strata allowing the potential of groundwater transmission. | Objective | This is solely an Objective. See Conditions 17.2 - 17.6.<br><br>Implementation of Section 17, Groundwater Protection conditions related to landfill site design and monitoring has maintained beneficial uses of groundwater at the landfill site and surrounding vicinity. |
| 17.2 | **Landfill Liner.** The Landfill developer shall install a engineered liner system, including a clay liner and a high-density polyethylene liner, which meets State Class II Landfill standards. The liner shall be approved by the San Francisco Bay Regional Water Quality Control Board and its specifications and design shall be included in the Development and Improvements Plan. The liner shall be designed to withstand the Maximum Credible Earthquake as specified by the Regional Water quality Control Board. See Section 16. | In Compliance. On-Going | Landfill liner design is detailed in reports submitted for each phase of the phased development which are then subject to review and approval by the RWQCB and DCD.<br><br>The KCL base liner system is designed in accordance with 27 CCR, Section 20330 and WDR 01-040 Specification B.13 requirements for a Class II liner. The base liner components generally consist of (from bottom to top): Prepared subgrade; A 12-inch underdrain granular layer; A non-woven geotextile filter; A 24-inch thick low-permeability soil layer (maximum permeability of 1 x 10-7 cm/sec); A 80-mil high density polyethylene (HDPE) liner (double textured); A non-woven geotextile cushion layer; A 12-inch dendritic LCRS gravel layer; A non-woven geotextile filter; and A 12-inch thick operations (protective cover soil) layer. |

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| 17.3 | **Leachate Collection System**. The Landfill developer shall install a leachate collection system which shall meet State Class II standards. The leachate collection system shall be approved by the San Francisco Bay Regional Water Quality Control Board, and its specifications and design shall be included in the Development and Improvements Plan. Leachate shall be contained by a double liner system consisting of a two-foot thick layer of clay overlain by a synthetic membrane liner. Enclosed storage tank design for leachate treatment shall meet hazardous waste storage requirements, which includes a double liner system with perimeter berms. An emergency connector shall be installed between the pre- and post-treatment tanks in the event of an overflow situation. A tanker truck shall be readily available for emergency purposes. Measures shall be taken to limit leachate formation, such as prompt covering of waste and provision of surface water drainage away from landfill areas. | In Compliance. On-Going | The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Prohibition A.9 (leachate discharges), Specification B.4 (LCRS design), B.17 (Leachate sump seismic design), Provisions C.1 (Compliance with Specifications and Provisions of Order), C.3 Groundwater monitoring. WDRs are monitored and enforced by the RWQCB.<br><br>The Leachate Collection and Removal System (LCRS) was designed, constructed, and is operated in accordance with RWQCB requirements. The leachate collection system was designed to handle twice the maximum daily leachate generation rate from the facility. Leachate collected in the LCRS flows through the drainage layer to pipes and subsequently into two 66,000 gallon leachate storage tanks located adjacent to the landfill gas flare station. The storage tanks are located inside a reinforced concrete secondary containment area set below surrounding grades. The leachate is disposed by re-injection into the waste mass in accordance with RWQCB requirements. The level of leachate in the two tanks are observed and recorded daily. During dry months (April to October), leachate is withdrawn when the tank liquid level is observed at approximately 4-feet or 16,500-gallons. Due to the potential increase in the volume of leachate from winter rains, the tank levels are kept as low as feasible in the wet months.<br><br>See WDRs Specifications 4,9,13, 17, and 18; and Provision 4. See Community Development Department letter from C. Zahn to B. Olney (KCLC) dated 3/12/1992, which authorized installation of leachate tanks. |
| 17.4 | **Surface Drainage System.** Water collected in the underdrain system beneath the landfill shall be monitored on a regular basis specified by the San Francisco Regional Water Quality Control Board. If contaminated, this water shall be treated as leachate. See Section 18.2. | In Compliance. On-Going | **UPDATE: All annual and semi-annual water quality monitoring reports were submitted to the RWQCB in 2017. KCLC continues to perform monthly sampling of the underdrain system.**<br><br>The surface drainage system is monitored in accordance with RWQCB WDR detection monitoring requirements (Monitoring Programs 36. Surface Water) and the facility Self-Monitoring Program Parts A and B. Annual monitoring reports are filed with the RWQCB and are available for review at the landfill office during normal business hours. The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Specification B.3 (Surface Drainage)]. |
| 17.5 | **Groundwater Monitoring.** The Landfill developer shall install a groundwater monitoring system and implement a monitoring program, as required by the San Francisco Bay Regional Water Quality Control Board. The monitoring stations' specifications, locations, and their frequency of monitoring shall be included in the Development and Improvements Plan. The proposed monitoring program shall be subject to review by Contra Costa Environmental Health and the County Conservation and Development Department. | In Compliance. On-Going | **UPDATE: All annual and semi-annual water quality monitoring reports were submitted to the RWQCB in 2017. KCLC continues to perform monthly sampling of the underdrain system.**<br><br>The original groundwater monitoring program is included in FDIP, Section 9.3, and Appendix A. All monitoring of groundwater is performed in accordance with the RWQCB WDR requirements under Monitoring Programs 34. Groundwater and 35. Leachate. The facility is in compliance with measures for groundwater monitoring into the WDRs (RWQCB Order 01-040). Also see Section C, Provisions, and California Environmental Quality Act section of Order, Items 38 through 40).<br><br>The existing groundwater monitoring network at the KCL has been designed to provide early detection of a release from wastes to groundwater. The monitoring systems currently installed was designed and certified by a registered (geologist or civil) engineer. The boring logs were prepared under the direction of a registered geologist or civil engineer and submitted to the RWQCB. |

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| 17.6 | **Downstream Well Monitoring.** The groundwater monitoring program shall include selected wells down gradient from the site. The wells shall be subject to approval by the San Francisco Regional Water Quality Control Board. The Landfill operator shall sample and analyze water from these wells as required by the Regional Water Quality Control Board. The location of these wells shall be identified on the Development and Improvements Plan. | In Compliance. On-Going | **UPDATE: All annual and semi-annual water quality monitoring reports were submitted to the RWQCB in 2017. KCLC continues to perform monthly sampling of the underdrain system.**<br><br>A downstream well monitoring program is included in the FDIP, Section 9.4, and Appendix A**.** Also see WDRs Self-Monitoring Program. The locations and design of wells were approved by CCEH and the RWQCB. All monitoring of groundwater is performed in accordance with the RWQCB requirements and the WDRs.<br><br>Facility is in compliance with measures for groundwater monitoring incorporated into the WDRs (RWQCB Order 01-040). See Section C, Provisions. Also see Condition 17.5 above. |
| 17.7 | **Baseline Water Characterization.** The Landfill developer shall conduct a groundwater characterization study for at least a one-year period following the approval of the Land Use Permit. The procedures for the study shall be specified by the San Francisco Bay Water Quality Control Board and Contra Costa Environmental Health. | Completed | Included in FDIP, Section 9.3, and FDIP Appendix A Waste Discharge Requirements and 401 Certification, Baseline characterization was performed in accordance with the WDRs Self-Monitoring Program Section 4C. Groundwater Characterization studies performed were reviewed and approved by the RWQCB. There is no record of a CCEH approval of a baseline characterization report; however, CCEH has deferred to the RWQCB approval on other similar conditions. |
| 17.8 | **Liquid Waste Disposal.** The Landfill operator shall comply with the requirements of the Regional Water Quality Control Board for disposal of de-watered sewage and other utilities' sludges in the Landfill to prevent excess liquid concentrations. The Landfill operator shall not accept other liquid wastes. | In Compliance. On-Going | The landfill facility is in compliance with RWQCB and SWFP requirements for handling and disposal of sludge material. The discharge of liquid or semi-solid waste to the landfill (i.e. waste containing less than 50% solids by weight), other than dewatered sewage or water treatment sludge as described in Section 20220(c) of Title 27, is prohibited. |

| Condition | Condition Description | Compliance Status | Comments |
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| 17.9 | **Drainage Grading.** The Landfill developer shall grade completed fill areas to convey surface run-off to ditches at the fill perimeter to limit infiltration into the Landfill. The grading specifications shall be included in the Development and Improvements Plan. | In Compliance. On-Going | All grading and fill operations are consistent with plans and specifications included in FDIP, Section 9.5. Facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Specification B.3 (Surface Drainage)]. |
| 17.10 | **Leachate Management.** The Landfill operator may reapply leachate removed from the leachate collection sumps to the Landfill for absorption by solid waste, or arrange for its transportation (pretreated if necessary) to an appropriate treatment and disposal facility. If leachate is returned to the fill area, it shall be injected under the Landfill's cover rather than applied over its surface. The return of leachate to the Landfill shall be subject to the solids-to-liquids ratio restrictions defined by the San Francisco Bay Regional Water Quality Control Board and Contra Costa Environmental Health. If leachate is transported to an off-site disposal/treatment facility, it shall be pretreated on-site to meet all requirements of such facility before transport. If leachate build up becomes a problem, Contra Costa Environmental Health may require additional remedial measures, such as the placement of more soil cover, or the installment of a low-permeability earthen or synthetic cover. The Leachate Management Program shall be included as part of the Site Design Plan. | In Compliance. On-Going | **UPDATE: All leachate monitoring reports were submitted to the RWQCB in 2017. KCLC continues to perform quarterly sampling analysis of the leachate system.**<br><br>The Leachate Management Plan is included in the FDIP, Sections 9.1 through 9.8. A Leachate Collection Tank Log records daily measured levels, gallons in tanks 1 and 2, truck loads and gallons out. Leachate is sampled and analyzed quarterly. Leachate is disposed by re-injection into the waste mass in accordance with RWQCB requirements. The level of leachate in two leachate storage tanks are observed and recorded daily. During dry months (April to October), leachate is withdrawn when the tank liquid level is observed at approximately 4-feet or 16,500-gallons. Due to the potential increase in the volume of leachate from winter rains, the tank levels are kept as low as feasible in the wet months.<br><br>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Prohibition A.9 (leachate discharges), Specification B.4 (LCRS design), B.17 (Leachate sump seismic design), Provisions C.1 (Compliance with Specifications and Provisions of Order), C.3 Groundwater monitoring. WDRs are monitored and enforced by the RWQCB. |
| 17.11 | **Water Balance Calculations.** The Landfill operator shall provide water balance calculations, when requested by the Regional Water Quality Control Board or other applicable regulatory agency, to evaluate intermediate stages of Landfill operation to ensure the maintenance of a proper solids-to-liquid ratio. | Not Yet Required | Water balance data will be provided upon request by DCD and/or CCEH. The landfill operator has confirmed that the facility has not yet reached the intermediate stages. |
| 17.12 | **Leachate Holding Tanks.** Holding tanks for leachate shall be tested to ensure chemical compatibility to prevent chemical degradation of said tanks. The Landfill developer shall submit test results to the Regional Water Quality Control Board and Contra Costa Environmental Health, prior to the submission of the Development and Improvements Plan. | In Compliance. On-Going | The initial tests were completed July 22, 1991. The original design and manufacture of leachate holding tanks were in accordance with RWQCB requirements.<br><br>See Health Services Department memo from M. Schott to C. Zahn (CDD) dated 10/13/1991. Schott stated approval recommended from RWQCB and that HSD had no further action and deferred to the RWQCB approval. |
| 17.13 | **On-Site Water Supply Wells.** The Landfill developer shall construct the proposed on-site water supply wells after a hydro-geologic investigation has determined flow direction and relationship between water bearing strata if any. Water supply wells shall utilize separate water bearing strata, and shall be sealed to prevent communication between shallow and deep ground water. The locations and characteristics of water supply wells shall be described in the Development and Improvements Plan, and shall be subject to Contra Costa Environmental Health and San Francisco Regional Water Quality Control Board approval. Pump tests shall be provided for on-site wells located within 500 feet of any domestic well to evaluate interference between wells. | Completed. On-Going | An on-site water supply well was constructed in accordance with County CCEH and RWQCB requirements. Well design plan is included in FDIP, Section 10.2. Water for operations at the KCL is supplied by a well approximately 1,000 feet north of the maintenance shop and water storage tank. The well meets the pumping capacity requirements of this condition. Permits to construct the wells were issued by HSD on December 12, 1992 and April 15, 1993. |

| Condition | Condition Description | Compliance Status | Comments |
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| 17.14 | **Off-Site Water Well Contamination.** If the water quality of nearby domestic water supplies is impaired by Landfill leachate, the Landfill operator shall take immediate remedial action that is acceptable to Contra Costa Environmental Health and the San Francisco Regional Water Quality Control Board. The source of contamination shall be identified and immediately repaired. Remedial measures shall include but are not limited to extraction wells and slurry walls. The Landfill operator may be required to replace the impaired water supply. | Not Yet Required | Condition Acknowledged. The locations of groundwater wells within a mile of the existing KCL have been mapped and available information for the wells has been collected. Nearby domestic water supplies have not been impaired by landfill leachate. No remedial action has been required of the Landfill owner/operator. |
| 17.15 | **Liner Installation Inspection**. See Condition 16.4. | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 16.4. |
| 17.16 | **Secondary Containment**. The Landfill developer shall construct a secondary containment system capable of containing 1.5 times the volume of each leachate-holding tank. | Completed | The storage tanks are located inside a reinforced concrete secondary containment area set below surrounding grades. The containment area meets the requirements of this condition. See Community Development Department letter from C. Zahn to B. Olney (KCLC) dated 12/13/1992, which authorized construction of the leachate storage tank foundations for both leachate tanks have a capacity of 64,000 gallons each, and a concrete secondary containment with a capacity of 100,000 gallons (150% of the primary leachate tank) under Building Permit MI 176258. |
| 17.17 | **Working Face.** The Landfill operator shall maintain a maximum daily working face of 3 acres or less in order to minimize surface water infiltration to the refuse, as well as to control dust and erosion, prevent vector proliferation, and minimize visual impacts. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed to be warranted by the Director of Conservation and Development. | In Compliance. On-Going | Standard operating procedures limit the maximum daily working face to fewer than 3 acres as specified in this condition, and a maximum of 1 acre as specified in Condition 17h of the SWFP. |
| 18.1 | **Surface Water Protection Objective**. The Landfill shall not impair the beneficial uses of water bodies in the vicinity of the Landfill site. | Objective | This is solely an Objective. See Conditions 18.2 - 18.5.<br><br>The original Surface Water Management and Sediment Control Plan was included in FDIP, Sections 4.1 through 4.3**.** Requirements for surface water protection are also defined in the facility WDRs Prohibitions 8(a), and Specifications B.3, B.7, and B.9. |

| Condition | Condition Description | Compliance Status | Comments |
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| 18.2 | **Surface Drainage System.** The Landfill operator shall install and maintain a Landfill surface drainage system which shall be designed to meet State Class II standards. It shall accommodate a 1,000-year, 24-hour design storm, as specified by the County Public Works Department and the San Francisco Regional Water Quality Control Board (SFRWQCB). The drainage system shall convey surface water around the active fill area without contacting the working face or any solid waste. The surface drainage system shall be approved by the SFRWQCB and the County Department of Conservation and Development and included in the Development and Improvements Plan. Surface flow shall be evaluated further with groundwater levels and precipitation factors prior to construction, and findings incorporated into the final landfill design in order to lessen impacts to surface water flow. Flow rates and groundwater levels shall be monitored through the life of the landfill. If loss of surface flow is determined to have unforeseen impacts, a like amount of water shall be provided. | In Compliance. On-Going | **UPDATE: No significant improvements or modifications to the surface drainage system were implemented in 2017. Routine maintenance of the sedimentation basin was performed.**<br><br>In 2016 a portion of the surface drainage system was reconfigured south of the existing "check structure" as part of site development, and in accordance with the Design Report for Phase 3B1 approved by the RWQCB.<br><br>Included in FDIP, Section 4.1. Also see WDRs Finding 18, Spec 2-3, Drawings 29-31. The surface drainage system was designed, constructed, and is maintained in accordance with this condition and requirements of WDR Specification B.3, which requires that surface drainage from tributary areas, and internal site drainage from surface and subsurface sources, shall not contact or percolate through wastes during disposal operations or during the life of the site. Surface drainage from tributary areas, and on-site drainage from surface sources, are collected using surface drainage ditches, and/or other conveyance and collection methods.<br><br>Letter of authorization from the RWQCB was substantiated by Community Development Department on 10/23/1991. See CDD Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. See correspondence from CDD to the District II Supervisor dated 4/22/1992 explaining how landfill design would help control flows into the City's storm drain. |
| 18.3 | **Creek Protection**. The landfill shall be designed so leachate and other contaminated water does not flow into Lawlor Creek. See Section 23.3. | In Compliance. On-Going | Landfill site design in the FDIP, the original RWQCB for construction of a Class II landfill, and on-going design reviews by regulatory agencies ensure that neither leachate nor contaminated water flows into Lawlor Creek. The Extent of Waste Placement where waste is disposed is located hundreds of feet away from Lawlor Creek.<br><br>See RWQCB letter from L. Kolb to B. Olney dated 10/23/1991. |

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| 18.4 | **Surface Water Management and Sediment Control Plan.** The Landfill developer shall prepare and implement a Surface Water Management and Sediment Control Plan, which shall be subject to the approval of the County Department of Conservation and Development. The plan shall include a Stability Analysis of proposed cut and fill slopes, and shall prevent substantial erosion on slopes on the project site and reduce the amounts of water-borne materials from reaching surface waters. It shall include the components listed below, and it shall be included in the Final Improvements and Development Plan.<br>a) Primary Grading. The Landfill developer shall perform primary grading for the project's fill modules, cover, roads, paved areas, building sites, and the construction of site slopes during the April through October low rainfall season.<br>b) Temporary Flow Restriction. If grading must be done during rainy periods, or if erosion is occurring on previously graded areas, the Landfill developer shall take corrective actions, which may include the installation of ground cloth or the placement of hay bales.<br>c) Ground Cover. The Landfill developer shall plant ground over on graded areas which are not to be developed within 90 days. The ground cover shall be consistent with the Landscaping Plan.<br>d) Ditch/Swale Liners. The Landfill developer shall line any ditches and swales for conveying surface runoff across sanitary Landfill areas to limit water infiltration. Drainage-ways across other areas shall be lined or planted to limit erosion.<br>e) Sedimentation Ponds. The Landfill developer shall install and maintain a sedimentation pond system prior to other landfill development to hold and process drainage from the Landfill property which shall be designed to withstand the 1,000-year, 24-hour design storm and Maximum Credible Earthquake event. The Landfill developer shall develop a program for monitoring storage volumes in the sedimentation ponds and releasing water depending on expected rainfall. Flow rates for down¬stream discharge shall not exceed the 25-year, 24-hour design storm. The program shall include a preventive maintenance program which shall include a program for clearing of sedimentation ponds and maintenance of perimeter ditches and vegetative cover. The owner shall submit documentation to the Department of Conservation and Development to demonstrate that basin maintenance (e.g. dredging) has been completed as needed or required prior to the start of the rainy season (October 15th). The program shall be subject to approval from the County Department of Conservation and Development, Contra Costa Environmental Health, Public Works Department, and the San Francisco Regional Water Quality Control Board. The efficacy of the Landfill surface water control system in reducing downstream flooding shall be addressed in the annual and triennial reviews required by Condition 11.1.<br>f) Runoff Conveyance. Erosion to ditches or gullys used to convey runoff shall be corrected by use of appropriate measures such as energy dissipators or rip-rap. | Completed. On-Going | The original Surface Water Management and Sediment Control Plan i included in FDIP, Section 4.2 and Appendix I, The RWQCB approved the design for Keller Canyon, (See RWQCB letter from L. Kolb to B. Olney dated 10/23/1991). Plan elements have been updated as needed to meet requirements of landfill construction and prevailing regulations.<br><br>All requirements in this condition for design and construction of the landfill were met prior to, or if approved by the County, subsequent to landfill opening. Monitoring of surface water management and sediment control is performed in accordance with RWQCB requirements, and Condition 17k(b) of the SWFP.<br><br>Facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Specification B.2 (Washout and Erosion of Wastes), and B.3 (Management of Surface Drainage), B.7 Final grading promoting lateral runoff] and Provision C.3 (Preparation of facilities prior to rainy season)]. Measures are also incorporated into NPDES Industrial Discharge permit. WDRs and NPDES are monitored and enforced by the RWQCB.<br><br>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991. See also Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, as updated through 10/25/1991. |

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| 18.5 | **Monitoring.** The Landfill developer shall prepare and implement a surface water monitoring program to check for possible contamination of off-site surface water drainage facilities. Baseline water quality shall be determined prior to project implementation. Sedimentation pond outflow shall be monitored. The monitoring program shall be subject to approval of Contra Costa Environmental Health, the County Conservation and Development Department, and the Regional Water Quality Control Board. | Completed. On-Going | **UPDATE 2017: The SWPPP was updated in June 2016 and is available for review during normal business hours.**<br><br>Storm water discharge monitoring results are summarized in the report titled "Annual Report for Storm Water Discharges Associated with Industrial Activities at Keller Canyon Landfill (WDID No. 2071006887", dated June 2015. The facility Storm water Pollution Prevention Plan (SWPPP) was updated in 2014 to comply with requirements specified in the new General Permit for Storm Water Discharges Associated with Industrial Activities 2014-0057-DWQ.<br><br>Included in FDIP, Section 4.3. Also see WDRs Self-Monitoring Program. No events of contamination of off-site surface water drainage facilities have occurred. Monitoring of surface water is performed in accordance with the WDRs Item 36. Surface Water. Stormwater discharges from the site are monitored at five locations, during two major storm events, as required by the State Board's General Permit for Stormwater Discharges Associated with Industrial Activities and the Discharge Monitoring Program in Order 01-040.<br><br>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Specification B.2 (Washout and Erosion of Wastes), and B.3 (Management of Surface Drainage), B.7 Final grading promoting lateral runoff] and Provision C.3 (Preparation of facilities prior to rainy season)]. Measures are also incorporated into NPDES Industrial Discharge permit. WDRs and NPDES are monitored and enforced by the RWQCB.<br><br>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 19.1 | **Hazardous Waste Ineligible**. See Section 6.4. | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 6.4. |
| 19.2 | **Load Inspection**. See Condition 7.1 | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 7.1. |

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| 19.3 | **Household Hazardous Waste Program.** The Landfill operator shall develop a household hazardous waste collection and management program for the service area which is consistent with the County Hazardous Waste Management Plan and with the County Integrated Solid Waste Management Plan. The program shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments. The household hazardous waste shall be managed in accordance with the "Waste Minimization Hierarchy" identified in the County Hazardous Waste Management Plan. The operator is encouraged to develop the program in cooperation with other waste management facilities and collection services. The proposed program, along with a schedule of proposed costs and funding sources, shall be submitted to the County departments no later than 6 months prior to the opening of the landfill. The program shall include mechanisms for removing household hazardous waste from the waste stream which arrives at the facility. If the household hazardous waste program (or a version of it) is approved by the County Board of Supervisors, the Landfill operator shall implement it. The Landfill household hazardous waste program shall include a public information and education program approved by the Contra Costa Environmental Health/County Hazardous Materials Commission for notifying facility users and households in its service area of what consti¬tutes hazardous waste and how such wastes are to be disposed of. The household hazardous waste program shall be amended if required by the County Board of Supervisors in their review of the Land Use Permit. | Not Yet Required | This condition preceded the approval of the County's Household Hazardous Waste (HHW) Element of the Countywide Integrated Waste Management Plan. There was a substantial change in public policy with respect to management of this portion of the waste stream shortly after this LUP was approved. CDD advised the Board of Supervisors that this policy change effectively put this COA 19.3 "on hold." (see memo from H. Bragdon to the Board of Supervisors dated 4/28/1992).<br><br>By early 1992, County HSD had taken the lead role in implementing a countywide mobile collection program. Several years later wastewater agencies developed and began operating permanent drop-off facilities for HHW to serve those living in Central (Central Contra Costa Sanitary District) and East County (Delta Diablo Sanitation District). Soon thereafter a permanent drop-off facility was built in North Richmond to serve West County.<br><br>The countywide household hazardous waste program includes three permanent HHW facilities serving households in their respective areas to provide free and convenient option to properly manage HHW effectively removing it from the waste stream before it reaches the landfill.<br><br>The Countywide Integrated Waste Management Plan approved in 1993 does not call for an HHW program at Keller Canyon Landfill, however such a program could be re-activated if conditions change. |
| 19.4 | **Hazardous Waste Pre-screening.** The landfill entrance load screening procedures and a manual load check program during unloading operations shall be included in the load screening program required under Condition 7.1. Landfill employees shall be instructed to investigate suspicious containers for hazardous materials during bulldozing and other activities. Any hazardous materials found shall be set aside for proper collection and disposal. | In Compliance. On-Going | The Eligible Vehicles and Loads program that is implemented at the landfill scale house was updated in 2013 and approved by the LEA in 2014.<br><br>A Load Check program and hazardous waste pre-screening program are in effect at Contra Costa Transfer and Recovery Station and other transfer stations that dispose of waste at Keller Canyon Landfill. (See Condition 7.1) |
| 19.5 | **Regulatory Agency Approvals.** The collection and storage of toxic and hazardous wastes pursuant to this section shall be subject to County Health Services Department's Hazardous Materials Division, State Department of Health Services, and other regulatory agency approvals. | In Compliance. On-Going | Condition Acknowledged. Procedures related to storage of toxic or hazardous waste are also addressed in SWFP 07-AA-0032, Section 17j. Should this statement also be included in the compliance response for the condition above? DB: This statement belongs in the comments for COA 19.5 |
| 20.1 | **Prevention of Air Quality Deterioration.** The Landfill operator shall manage the facility in a manner that does not result in the significant deterioration of air quality in the vicinity of the site or in the Bay Area. The condition shall be interpreted as a requirement that the Landfill comply with terms of the Authority to Construct Permit to Operate permits issued by the Bay Area Air Quality Management District. | In Compliance. On-Going | **UPDATE: The most recent Title V Major Facility Review Permit #A4618 issued by the BAAQMD on March 17, 2016 remains in effect. The Authority to Construct/Permit to Operate reviewed annually by the BAAQMD is scheduled for renewal on November 1, 2017.**<br><br>Landfill owner/operator compliance with conditions of approval in LUP Section 20. The landfill facility is in compliance with all permits issued by the BAAQMD. Title V Permit Major Facility Review Plant No. A4618 last issued March 17, 2016; and the Authority to Construct/Permit to Operate Plant No. A4618. The Authority to Construct/Permit to Operate is reviewed annually by the BAAQMD.<br><br>The Landfill Gas Management/Air Quality Monitoring/Odor Control Plan is included in the FDIP, Sections 8.1 through 8.10. The original Authority to Construct is Appendix B of the FDIP.<br><br>The landfill facility has established protocols for logging complaints and handling those types of communications (see Condition 20.2 below). |

| Condition | Condition Description | Compliance Status | Comments |
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| 20.2 | **Odor Containment.** The Landfill operator shall operate the Landfill in a manner that prevents odors from being detected off-site, pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District. If odors are reported to Contra Costa Environmental Health, or reports are relayed from the Bay Area Air Quality Management District, the Department of Conservation and Development or Contra Costa Environmental Health may require additional physical improvements or management practices as necessary to alleviate the problem. Contra Costa Environmental Health shall have the authority to cease disposal at a particular area of the Landfill, to control odors. A small daily working face (3 acres or less) shall be maintained. The leachate treatment system shall be enclosed and properly maintained to control odors from leachate. The landfill gas collection system and flare shall utilize BACT to reduce landfill gas as a source of toxics and odor.<br><br>The Landfill operator shall implement Best Management Practices of the industry to minimize odors from operations and emissions from equipment. If the operator is contacted about odors being detected off-site, the date, time and description of the odor complaint shall be logged and investigated promptly to expedite implementation of any necessary corrective action by the landfill operator. The Landfill operator shall contact Contra Costa Environmental Health or the Bay Area Air Quality Management District at minimum of once per year to obtain any information possible about odor complaints received by each agency. Any odor complaints received by the Landfill operator, Contra Costa Environmental Health or the Bay Area Air Quality Management District shall be included in the annual Activities Report required under the Landfill's Franchise Agreement unless otherwise specified by the Director of Conservation and Development. The landfill operator shall provide a means for receiving after hours odor complaints. Complaints shall be promptly investigated (after hours investigations required if/when multiple after hours complaints received on the same day or on multiple consecutive days) to identify whether the source of the odor is on the landfill site, in which case the problem should be corrected in a timely manner. A response to the person lodging the complaint shall be made within 48 hours and copied to the Department of Conservation and Development, detailing the problem and remedial action taken. | In Compliance. On-Going | **UPDATE: KCL staff maintains an odor complaint tracking system. Each complaint is logged by week and month, with details of the date and time of odor complaint/occurrence, name and address and contact information of the complainant (if provided), the complaint location's approximate distance from the landfill Working Face, and description of the odor.**<br>*** The Odor Management Plan for Landfill Operations implemented by KCLC on May 25, 2017. The Odor Management Plan is a supplement to the current, more general Odor Impact Minimization Plan (OIMP).**<br>*** The Odor Management Plan contains protocols for responding to, and investigating, odor complaints, procedures for identifying presence of odor, employee training, equipment, specific odor mitigation measures, and required documentation and record keeping. A copy of the Odor Management Plan is available for review at the landfill office during normal business hours.**<br>*** Complaint data reviewed in this LUP compliance review were provided by the BAAQMD, DCD, and CCEH.**<br>*** Each complaint received has a date and approximate time of occurrence. Several complaints do overlap with another agency.**<br>*** Three odor complaints were confirmed by the BAAQMD, two of which occurred on October 24, 2016. On this date, the LEA issued a Notice of Violation. The other confirmed odor complaint occurred on December 29, 2016.**<br>*** 100% of the odor complaints were recorded from October through April, coinciding with the rainy season (one complaint on 8/31/2017). These odor complaints were described generally as "garbage" or "rotten garbage".**<br>*** KCL has procedures for identifying, evaluating, and mitigating off-site odors when they are confirmed. Site personnel routinely patrol the area including local neighborhoods for any indication of odors. Findings and results from the surveys are documented daily. All complaints submitted to KCL, whether by phone, or a referral by DCD or BAAQMD, are followed up and investigated by KCL staff. All complaints are tracked and reviewed. Where feasible, complainants or nearby neighbors were interviewed.**<br>*** Investigations usually involved follow-up by KCL staff, or jointly with BAAQMD and/or CCEH.**<br>*** The on-site KCL weather station data are reviewed to assess wind direction and speed at the approximate time of the odor complaint.**<br>*** Additionally, KCL has systems and operation practices to minimize odor impacts on the surrounding community, including use of Best Available LFG Control Technology, maintaining a small working face (less than 1 acre in size) and enclosing the leachate system.**<br><br>An odor impact minimization plan (OIMP) is in effect. An Odor Complaint Program is also in effect per Condition 17k(g) of the SWFP. Odor complaints and associated responses/corrective actions are logged in the facility's Complaint Log. Standard forms record the date of the complaint, name of the individual filing the complaint (if available), weather conditions, name of the landfill complaint investigator, the alleged locations of odors, and the results of complaint verification by either landfill personnel or personnel from the LEA or BAAQMD. Incidents are also recorded in a Log of Special Occurrences pursuant to provisions of Title 27 CCR 20510 (c) per |

| Condition | Condition Description | Compliance Status | Comments |
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| 20.3 | **Cover Frequency.** The Landfill operator shall cover newly disposed refuse with compacted soil or other cover material meeting state regulatory requirements enforced by Contra Costa Environmental Health and CalRecycle and approved in writing by the Department of Conservation and Development. All working faces of the Landfill shall be covered by the end of the working day. Intermediate cover, meeting the requirements of the State shall be applied over each layer of cells ("lift"). The type of cover material and frequency of cover shall be modified in order to control odor, litter or birds, if necessary, or if required by the Director of Conservation and Development or the Landfill's Solid Waste Facilities Permit. | In Compliance. On-Going | **UPDATE: There were no issues associated with the use of greenwaste ADC. LEA typically evaluates greenwaste quality and size during monthly inspections. Inspection reports regularly state the absence of food waste contamination in greenwaste used for ADC.**<br><br>CCEH approved KCLC to use green waste and geosynthetic blankets as Alternative Daily Cover (ADC) after conducting a one-year demonstration project back in 1999-2000 and included a summary report, dated 6/28/2000. The use of greenwaste as ADC was approved shortly after the acceptance of the results of the demonstration project. The landfill's RDSI was updated in early 2015 to formally reflect additional details regarding the use of unprocessed green waste as ADC. The decision to approve that RDSI amendment was appealed to CalRecycle by an outside party. In August 2015, CalRecycle denied the appeal and upheld the approval of the RDSI amendment. As a result, the outside party filed a law suit against CalRecycle (State) and that case is still pending.<br><br>In September 2014, Governor Brown signed Assembly Bill (AB) 1594 mandating that as of January 1, 2020, the use of green material as alternative daily cover (ADC) will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50 percent per capita disposal rate.<br><br>All requirements for approved daily cover materials and practices are complied with as standard operating procedure. Soil cover frequency is in accordance with requirements of LUP Condition 20.3, procedures of the SWFP, and Condition #17309 part 3(a) through 3(d) of the Major Facility Review permit issued by the BAAQMD. The Working Face is limited to 1.0 acre under Condition 17h of the SWFP. Also see Condition 20.2, 24.4 Bird Control, and Section 25 Litter Control. |
| 20.4 | **Odoriferous Loads.** The Landfill operator shall identify potentially odoriferous loads prior to acceptance and make any arrangements needed to ensure that disposal of odoriferous loads is managed to avoid off-site detection, which may involve covering such incoming loads immediately. | In Compliance. On-Going | Immediate covering of odoriferous loads is standard operating procedure in accordance with requirements of this LUP, the SWFP, and BAAQMD Major Facility Review permit Condition #16462 regulating the handling, use, and storage of yard and green waste stock piles. Air District requires that certain details about the green waste stockpiles be included in each semi-annual report (available on the BAAQMD website). |
| 20.5 | **Dust Suppressants.** The Landfill operator shall apply water or proven environmentally safe dust suppressants at least twice daily to working faces of the landfill, unpaved access roads, storage pile disturbances and construction areas as determined to be necessary by Contra Costa Environmental Health. Contra Costa Environmental Health may require sprinklering more frequently for control of particulates. | In Compliance. On-Going | Condition #17309, Item 8, of the BAAQMD permit states that water and/or magnesium chloride is to be applied depending on season: "Except as provided below, all applications of dust suppressant shall consist of 0.5 gallons per square yard of 10% $MgCl_2$ applied along the entire length of all unpaved roads."<br><br>The facility is in compliance with dust suppression measures implemented per this LUP condition, Condition 17k(d) of the SWFP, and Condition #17309 and #16462, parts 8(a) through 8(d), 9, 10, 13, 15, and 16(j) through 16(l) of the Major Facility Review permit issued by BAAQMD. |
| 20.6 | **Area of Operations.** See Conditions 17.17 and 22.10. | Cross-Reference | This condition cross-references to other LUP conditions. See Conditions 17.17 & 22.10. |

| Condition | Condition Description | Compliance Status | Comments |
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| 20.7 | **Air Flow Monitoring.** The Landfill operator shall monitor air flow on the site upon commencement of operations and shall provide background meteorological conditions including wind direction, wind velocity, and temperature. After the Landfill is in operation, data shall be used to correlate odor, dust, or litter management with meteorological conditions. Air flow monitoring reports shall be submitted or made available to the Contra Costa Environmental Health and the Department of Conservation and Development upon request. | In Compliance. On-Going | The landfill weather monitoring station has been in continuous operation. The system is a Vantage Pro2 by Davis Instruments with Weatherlink analytical and reporting software. The collected data are stored on a secure server, thus weather conditions can be reviewed and analyzed for virtually every day the system has operated and stored this data. Collected data are also used to assist in the evaluation of odor complaints. Specifically, weather parameter of wind direction and speed, precipitation, relative humidity, and outside temperature are recorded as needed to evaluate odor complaints.<br><br>An expanded weather monitoring station was installed May 1997 that monitors and records all meteorological conditions specified in this LUP condition. Data are used to manage daily landfill operations. CCEH letter dated 12/8/1995 acknowledges that their office and DCD agreed that KCL would not be required to submit actual monitoring reports unless determined necessary in the future. Data is available for review by regulatory agencies upon request and periodically checked by LEA during their routine inspections. |
| 20.8 | **Contingency Program.** Prior to the start of filling operations, Landfill operator shall prepare a "bad days" contingency program for managing the Landfill during periods of unusual wind speeds or directions, rainfall or drought or other atypical situations. It shall apply specific site monitoring information. The Landfill operator shall consider the comments of the City of Pittsburg and consult with the Bay Area Air Quality Management District and the Regional Water Quality Control Board. The program shall be approved by the Department of Conservation and Development and Contra Costa Environmental Health, and it may be revised from time to time. See Condition 25.4. | Completed. On-Going | The landfill operator has established procedures for dealing with inclement weather with the potential to hamper normal operations. Rain and/or high winds may require adjustment of on-site waste handling and disposal procedures. During prolonged heavy rains, operations are moved to a tipping area (wet weather area) which has been surfaced with asphalt grindings to provide all weather access to allow for continuous refuse disposal operations during inclement weather. Stockpiles of soil material are maintained near the designated wet weather alternative tipping area to provide an adequate supply of cover material. Normal traffic and vehicle access to the wet weather area is provided by paved and/or a combination of tightly compacted soil and asphalt grindings.<br><br>For high wind conditions, the unloading area is typically reduced in size and, whenever possible, placed in a portion of the landing that affords protection from the wind. Additional equipment may be utilized to expedite the spreading and compacting of the refuse as soon as it is unloaded. Cover operations may also be implemented prior to the end of the working day to reduce the area of exposed refuse on the working face. In addition, portable litter fencing is in-place and is used downwind around the unloading areas. |
| 20.9 | **Revegetation.** The Landfill operator shall revegetate completed Landfill areas. Revegetation shall be in accordance with the Development and Improvements Plan and shall be consistent with State and local water conserva¬tion landscaping requirements. Intermediate and final cover areas shall be reseeded with native grasses immediately. Excavations shall be reseeded with native grasses or filled immediately. Operating areas which will not be used for fill or construction for 90 days or longer shall be planted for dust and erosion control and for aesthetic purposes. Landfill operator shall provide the County Conservation and Development Department with written notice and documentation (e.g. photographs) of any inactive unvegetated areas of disturbance not being reseeded immediately whether due to on-site activity associated with the landfill (construction or operations) or naturally occurring (landslides, etc.). The Director of Conservation and Development may require that revegetation notices be submitted more frequently and/or on a fixed schedule. | In Compliance. On-Going | Included in FDIP, Sections 7.1 and 8.1 and Appendix E. Revegetation measures of graded areas are in compliance with Condition #17309 Part 14 of the Major Facility Review permit issued by BAAQMD, and is standard operating procedure when such areas are not expected to be used for fill or construction within 90 days or longer. |

| Condition | Condition Description | Compliance Status | Comments |
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| 20.10 | **Tree and Shrub Planting.** The Landfill developer shall plant trees and shrubs downwind of the Landfill to aid in trapping dust. The planting plan shall be included in the Landscaping plan component of the Development and Improvements Plan. | Completed | The tree and shrub planting plan is included in FDIP, Section 8.2, Landscape Plan drawings LP-1, LP-2, and LP-3. Tree and shrub planting species and locations were approved in the Landscaping Plan. See COA 22.2 |
| 20.11 | **Gas Control and Collection.** The Landfill operator shall install a Landfill gas control collection system in accordance with the regulations of the Bay Area Air Quality Management District. The system shall have the capacity to operate in an active mode, using a mechanical vacuum, to withdraw gas from the Landfill. The system shall be operated in an active mode as soon as practical. The gas control and collection system shall be installed concurrently with the placement of wastes in the Landfill and shall be ready for operation when gas is produced. The gas collection and related recovery system shall utilize BACT and shall be subject to the approval of the Bay Air Quality Management District and County Conservation and Development Department and it shall be included in the Development and Improvements Plan. | Completed. On-Going | **UPDATE: Due to the progression of waste filling activities, 23 additional vertical extraction wells and associated piping were installed in 2016.**<br>**All construction activities were conducted in compliance with KCL's Permit To Operate issued by the Bay Area Air Quality Management District. Construction activities included installation of additional vertical extraction wells, an above and below ground header pipe line, and additional lateral pipe lines. The annual collection system improvements, implemented since 2008, have increased gas collection and operating efficiency.**<br><br>Included in FDIP, Section 8.3.<br>Gas control and collection requirements are contained in BAAQMD Major Facility Review permit Condition #17309 Parts 18 through 30. Facility components for gas control and collection (Flares 1 and 2) are permitted abatement devices A-1 and A-2, and active gas collection is source S-1. The landfill gas control system did not have to become operational until one million cubic yards of refuse had been placed in the landfill.<br><br>KCL manages a complex landfill gas (LFG) collection system consisting of vertical extraction wells, headers, and sub-headers. The LFG collection system is under vacuum which draws the landfill gas to a central point currently consisting of a flare station, a blower building, and a landfill gas-to-energy facility (LFGTE). The LFG collection system, including additional vertical collection wells and flares, will be expanded as the landfill is developed to provide ongoing control within the performance criteria established and mandated by the BAAQMD and State and federal regulations. |
| 20.12 | **Landfill Gas Processing.** The Landfill developer shall install a flaring mechanism, in accordance with Bay Area Air Quality Management District guidelines/regulations, to combust collected landfill gas. The flare shall be of the nonilluminous type. Best Available Control Technology (BACT) shall be used, as defined and approved by the Bay Area Air Quality Management District. The flare shall be installed with staged combustion, operated under fuel-rich conditions, and be designed with flue gas recirculation. | Completed. On-Going | **UPDATE 2017: Plans for replacement of Flare #1 are in progress. Electrical modifications have been installed; replacement of the flare is scheduled for 2018.**<br><br>The original design for the flare system was included in FDIP, Section 8.4 and Appendix D. See Community Development Department letter from C. Zahn (CDD) to S. Gordon, dated 10/24/1995. Two flares are in operation that are subject to performance standards and testing requirements in Condition #17309 Parts 20 through 30 of the Major Facility Review permit issued by the BAAQMD.<br><br>There are two enclosed flares constructed in the Landfill Gas Management and Landfill Gas to Energy Facilities area. The first flare was installed at KCL in 1995. Flare #2 was installed in 2007 to act as both a backup unit and to provide additional capacity as LFG production increases at the site.<br><br>Both flares are 40-ft. high insulated steel tubes equipped to control combustion of the LFG to destroy methane and other gases. Both flares are founded on a reinforced concrete slabs and are designed to withstand conservative seismic and wind loads. In 2007, a new control system was installed that integrates control of both flares to a single system, allowing either one or both flares to operate, depending on LFG destruction needs. This new control system also interfaces with the LFGTE plant to ensure that consistent LFG extraction and destruction is maintained. See Condition 20.13. |

| Condition | Condition Description | Compliance Status | Comments |
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| 20.13 | **Methane Recovery.** The Landfill operator shall install a methane recovery system simultaneously with the construction of the gas collection system, preferably utilizing the Landfill gas to produce energy when the Landfill has developed enough gas to justify recovery. When required by the County Community Develop-ment Department, the Landfill operator shall conduct a study to determine how methane could be recovered from the gas and used for fuel or as a commodity. | Completed. On-Going | An early plan for methane recovery was included in the FDIP, Section 8.5.<br><br>In 2006, Ameresco, Inc. submitted a development proposal to the County for a power plant with a capacity of up to 3.8 MegaWatts, which was ultimately was approved. The landfill gas to energy (LFGTE) power plant was dedicated in October 2009 under County file #LP012115, a previous LFGTE project that was approved but never built on-site. The plant is owned and operated by Ameresco Keller Canyon L.L.C. See Section 36 of this LUP.<br><br>The LFGTE plant was constructed adjacent to the existing flare station described in Condition 20.12 above. Ameresco has secured a power purchasing agreement to sell the power generated at KCL. See Section 36 Landfill Gas Power Plant of this LUP. |
| 20.14 | **Gas Monitoring.** The Landfill developer shall install gas migration detection probes and wells along the boundary of the Landfill footprint, near on-site buildings, and in other locations specified by the Bay Area Air Quality Management District or Contra Costa Environmental Health to monitor for subsurface and surface gas migration. The gas monitoring stations shall be described in the Development and Improvements Plan approved by the County Conservation and Development Department. If gas migration is found, the Landfill operator shall notify the County and take remedial actions. Training of employees for detection of gas migration shall be included in the employee training program. | In Compliance. On-Going | Plans for the initial gas monitoring system are included in FDIP, Section 8.6. The monitoring and control of gas emissions via integrated and instantaneous surface emissions monitoring is conducted in accordance with the BAAQMD Rule 34 compliance plan requirements for the KCL. Perimeter probe results from collected monitoring data are compiled into a report. Gas monitoring data is submitted by KCL to the LEA and BAAQMD.<br><br>As of September 20, 2007 regulations for Gas Monitoring and Control at Active and Closed Disposal Sites became effective. KCL submitted a Landfill Gas Monitoring Migration Monitoring Plan as required by the new regulations in September 2008. The Landfill Gas Migration Monitoring Plan was revised in response to LEA comments and subsequently approved by The LEA on August 3, 2009.<br><br>Perimeter and surface landfill gas at KCL are monitored in accordance with CFR 258.23 (Subtitle D) and the BAAQMD Regulation 8, Rule 34. Perimeter and surface landfill gas monitoring are conducted on a quarterly basis. Perimeter landfill gas monitoring at the KCL have shown that there is no landfill gas migration off-site. The perimeter landfill gas monitoring probes were designed and spaced according to 27 CCR and BAAQMD requirements, and are in conformance with the criteria set forth in Subtitle D.<br><br>On-site structures at are monitored monthly, in accordance with 27 CCR, Section 20931, for detection of potential landfill gas migrating into building structures. The upper detection limit is 1.25 percent methane by volume. |
| 20.15 | **Lateral Gas Barriers.** The Landfill developer shall install a gas barrier or gas collection area on side slopes of the Landfill to prevent lateral gas migration through the sides of the Landfill. The barrier or gas collection area shall be approved by the Bay Area Air Quality Management District and shall be included in the Development and Improvements Plan. | Completed. On-Going | KCL operates a gas collection system on or near the slopes in general, and has installed horizontal collectors at the perimeter of the lining system when the perimeter probes are activated. This portion of the collection system is located only in the northeast corner of the lined area, approximately where the toe berm meets original ground just down hill from the east side liner area. “Barriers” as described in this condition are not in place at Keller. Barriers have not proven effective without significant collection infrastructure to ensure gas does not get diverted and causes a release in a different location. KCL has installed collection systems as needed to maintain compliance with CCR Title 27 (Subsurface) and BAAQMD/USEPA (Near-Surface) emissions requirements. Given the large buffer areas surrounding the landfill operations area, the best approach is to install and maintain a long-term collection system near a trouble area located within the waste mass, to “pull back” the gas. |

| Condition | Condition Description | Compliance Status | Comments |
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| 20.16 | **Settlement Protection.** The Landfill developer shall use flexible piping and lightweight backfill for the Landfill gas collection system to ensure that settlement of the fill will not affect operation of the system. | Completed. On-Going | **UPDATE: Source test reports for 2017 were submitted to the BAAQMD and County Department of Conservation and Development in accordance with this condition of approval. See report for Flare A-2, dated March 6, 2017; Flare A-1 submitted September 18, 2017.**<br><br>All materials and construction techniques approved by the BAAQMD are utilized to minimize potential settlement of fill. KCL has installed collection systems as needed to maintain compliance with CCR Title 27 (Subsurface) and BAAQMD/USEPA (Near-Surface) emissions requirements.<br><br>Annual source tests are performed per Condition #17309 parts 30 and 31 of the Major Facility Review permit. Reports are filed with the BAAQMD and are available to interested agencies. The LFGTE power plant source testing is contained in its separate permit with the BAAQMD. |
| 20.17 | **Landfill Gas Testing.** The Landfill operator shall test Landfill gas for its toxic composition and for toxic constituents. The testing program shall be subject to the approvals of the Bay Area Air Quality Management District, Contra Costa Environmental Health and the Department of Conservation and Development. The Landfill operator shall provide the results to the County Department of Conservation and Development and Contra Costa Environmental Health on a bi-annual basis unless a more frequent interval is specified in the Solid Waste Facilities Permit. | In Compliance. On-Going | **UPDATE: Source test reports for 2017 were submitted to the BAAQMD and County Department of Conservation and Development in accordance with this condition of approval. See report for Flare A-2, dated March 6, 2017; Flare A-1 submitted September 18, 2017.**<br><br>KCL conducts a source test at each flare once every year. Source test reports are submitted to the BAAQMD Compliance and Enforcement Division and the Source Test Section within 60 days of the test date. Each annual source test is required to determine specific parameters and constituents of landfill gas as specified in the Major Facility Review permit.<br><br>KCL also conducts characterization of the landfill gas concurrent with the annual source test required by the above. Landfill gas sample(s) are analyzed for concentrations of carbon dioxide ($CO_2$), nitrogen ($N_2$), oxygen ($O_2$), methane ($CH_4$), and total non-methane organic compounds (NMOC) in addition to organic and sulfur compounds specified in Part 31 of the permit with BAAQMD. Test reports are submitted to the BAAQMD Compliance and Enforcement Division and the Source Test Section within 60 days of the test date. |
| 20.18 | **Leachate Disposal.** See Condition 17.10. | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 17.10. |
| 20.19 | **Cell Re-Opening.** Previously-closed cells shall not be reopened without permission from Contra Costa Environmental Health. The Department of Conservation and Development shall be notified of any occurrence that potentially necessitates that one or more cells be re-opened. | In Compliance. On-Going | The facility is in compliance with this condition. Re-opening of cells is reviewed on case-by-case basis and only on approval by CCEH. |
| 20.20 | **Fissure Repair.** The Landfill operator shall inspect the Landfill daily. Surface cracks, fissures, eroded areas, or inadequately covered areas on the Landfill may require repairs within 24 hours. The Department of Conservation and Development shall be notified in writing at the time the operator identifies any substantial surface cracks or fissures requiring repairs beyond the placement and compaction of additional clean soil. Photo of the crack should accompany the written notice which describes he expected cause and corrective action plans and repair schedule. This activity shall be included in the employee training program | In Compliance. On-Going | Employees are trained in inspections for fissures and approved repair measures. Staff routinely inspects the Landfill's surface for fissures. Fissures are repaired as they are discovered. When found, fissures are filled with soil and thoroughly compacted. |

| Condition | Condition Description | Compliance Status | Comments |
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| 20.21 | **Permanent Road Paving.** The Landfill developer shall pave and maintain permanent access roads to control dust. A road used for one year or longer shall be considered to be a permanent road. Road construction shall be described in the Development and Improvements Plan. | In Compliance. On-Going | Plans for permanent road paving are included in FDIP, Sections 8.8 and 8.9, Drawings 10 and 11. All roads designated for permanent paving have been completed and are maintained per this LUP and Condition #17309 Part 4 of the Major Facility Review permit issued by the BAAQMD. |
| 20.22 | **Temporary Road Paving.** The Landfill developer shall pave and maintain temporary road with gravel or crushed aggregate. Temporary roads shall be wetted or chemically treated when necessary to control dust. Road construction shall be described in the Development and Improvements Plan. | In Compliance. On-Going | Plans for temporary paving are included in the FDIP, Section 8.9. Major Facility Review permit Condition #17309 Part 5(a) through 5(d) identifies five temporary roadway segments comprising haul roads to the Working Face and a secondary fire access road. Temporary paving material consists of a minimum of 12 inches of compacted gravel or crushed asphalt.<br><br>The facility is in compliance with dust control measures of Major Facility Review permit Condition #17309 Parts 8(a) through 8(d), Part 9, Part 10, and Part 13 pertaining to control measures to be implemented depending on type of road, landfill vehicle traffic, and weather. |
| 20.23 | **Speed Limits.** The Landfill operator shall enforce speed limits set by the Contra Costa Environmental Health on internal site roads. The Landfill operator shall install appropriate signs and speed control devices. The maximum internal on-site speed limit shall be 20 mph unless otherwise specified by Contra Costa Environmental Health. | In Compliance. On-Going | Posted speed limit for paved roads is 15 mph; speeds on unpaved roads and fire roads are limited to 10 mph and 25 mph, respectively, per Condition #17309 Part 6 of the Major Facility Review permit. Signs are installed and speed limits are enforced. |
| 20.24 | **Equipment Maintenance.** The Landfill operator shall maintain Landfill equipment in optimum working order to ensure that vehi¬cle emissions are controlled and equipment shall be fitted with spark arrestors so potential for causing fires is minimized. Equipment shall not be left idling when not in use. Maintenance records shall be kept on all pieces of Landfill equipment. The records are subject to review by Contra Costa Environmental Health. Equipment shall be stored, serviced, and repaired in a maintenance area designated in the Development and Improvements Plan and approved by the County Conservation and Development Department. | In Compliance. On-Going | Equipment maintenance is performed according to manufacturer specifications and at required intervals. Maintenance records are maintained by the operator and available for review by County agencies.<br><br>All equipment maintenance operations are completed at the landfill. The equipment maintenance facility includes a 6,000 sq. ft. building that contains all equipment spare parts and material storage units for the site equipment maintenance operations (e.g., storage bins and cabinets, waste oil tanks, fuel tanks, water tanks). A maintenance yard is used for scheduled maintenance of heavy equipment including daily routine, minor, and major repairs. All equipment (including stationary equipment) are maintained, tested, monitored, and inspected on a regular basis to ensure that they are functioning and readily available. |
| 21.1 | **Noise Control Objective.** The Landfill operator shall manage the facility in a manner that minimizes noise impacts to area residents. | Objective | This is solely an Objective. See Conditions 21.2 - 21.8.<br><br>Compliance with conditions of approval in LUP Section 21. Noise Control has minimized noise impacts to surrounding residential areas. DCD is not aware of any violations involving noise generated by the landfill. |

| Condition | Condition Description | Compliance Status | Comments |
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| 21.2 | **Noise Monitoring Program.** The Landfill operator shall prepare and implement a noise monitoring and abatement program, which shall be approved by the County Department of Conservation and Development and Contra Costa Environmental Health. The program shall monitor noise levels at sensitive receptor locations, one West of Bailey Road and South of West Leland Road, one near Bailey north of West Leland, and another in the Jacqueline Drive area south of West Leland Road. The Director of Conservation and Development may specify other monitoring locations. Noise monitoring reports shall be submitted to the County Conservation and Development Department on a quarterly basis unless otherwise specified by the Director of Conservation and Development. If the monitoring noise levels at the Landfill boundary line or other monitored location exceed 60 dBA during daylight hours, or 50 dBA during the evening or at night, the County may require the opera¬tor to institute additional noise reduction measures to bring noise emanating from the Landfill to the forementioned levels or less. | In Compliance. On-Going | Noise monitoring is performed monthly and reports are prepared quarterly per the requirements of this condition. No off-site noise impacts have been consistently received since the landfill opened in 1992. Noise monitoring have demonstrated that ambient noise levels during periods the landfill is in operation are below the thresholds established in this condition at the landfill boundary line and other monitored locations. There is no history of consistent off-site noise complaints.<br><br>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. Also see Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992. |
| 21.3 | **Toe Berm.** See Condition 22.3. | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 22.3. |
| 21.4 | **Mitigation/Lift-Level Berms.** See Condition 22.4 | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 22.4. |
| 21.5 | **Construction Hours.** See Condition 32.1. | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 32.1. |
| 21.6 | **Truck Noise Suppression.** The Landfill operator shall require transfer trucks and other waste hauling vehicles using the facility to be equipped with factory approved noise suppression equipment, including engine compartment insulation. The Landfill operator shall request the California Highway Patrol actively enforce muffler and vehicle noise standards as required in the California Vehicle Code if, for any reason, noise from heavy trucks becomes a source of complaints in the project area, whether project-related or not. Transfer trucks and other waste hauling vehicles with faulty mufflers shall be denied access to the landfill after one warning by a landfill operator at the landfill entrance. | In Compliance. On-Going | Waste-hauling trucks to KCL are equipped with noise suppression features that are standard to the industry. The landfill operator's transfer trucks are subject to inspection and maintenance as part of the operator's equipment maintenance program. Maintenance is performed according to manufacturer specifications and at required intervals. Faulty mufflers would be replaced as they are identified.<br><br>No truck noise complaints have been consistently received at the landfill office since the late 1990s. In response to concerns about noise resulting from trucks traveling over speed bumps near the landfill entrance, the landfill operator voluntarily removed the speed bumps. Since that time no complaints of truck noise have been received at the landfill office.<br><br>The CHP periodically sets up a mobile inspection station outside of the landfill entrance to ensure compliance with vehicle safety and equipment requirements. The landfill operator has not had cause to request enforcement by the CHP.<br><br>New procedures have been put in place at the Landfill if a truck is determined to have a faulty muffler (or mufflers) by landfill staff at the scale house or working face, the landfill staff shall record the truck tractor license number and date of determination. The operator of the subject truck may be issued a warning to repair the muffler (or mufflers) at the discretion of landfill staff, depending to the degree that muffler performance is believed to be degraded. The truck operator shall be allowed up to 21 days from the date of determination to effect repairs The truck operator shall be required to provide documentation of repair to the landfill scale house operator to avoid being denied future access to the landfill. |
| 21.7 | **Landfill Vehicles.** The Landfill operator shall provide Landfill equipment with the best available noise suppressing equipment to minimize sound generation. | In Compliance. On-Going | Landfill equipment are equipped with best available noise suppressing equipment as supplied by the manufacturer. |

| Condition | Condition Description | Compliance Status | Comments |
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| 21.8 | **Gas Flare Muffling.** If flaring is used to dispose of Landfill gas, the flares shall be contained in noise and glare-reducing housing. The housing shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments and the Bay Area Air Quality Management District. | Completed. On-Going | Design of the gas flares was approved by the BAAQMD prior to operation, and are operated in accordance with BAAQMD Title V requirements. |
| 22.1 | **Visual Quality Objective.** The Landfill developer shall construct and operate the facility in such a manner that the high visual value of the surrounding area is maintained. | Objective | This is solely an Objective. See Conditions 22.2 - 22.14.<br><br>Compliance with conditions of approval in LUP Section 22. Visual Quality has maintained the high visual value of the surrounding area. Landfill site development occurs only in approved areas as defined in the Report of Disposal Site Information, the FDIP, and landfill phase design and construction documents approved by the RWQCB. |
| 22.2 | **Landscape Plan.** The Landfill developer shall prepare and imple¬ment a site Landscaping Plan. The plan shall enhance the site's visual values as open space and its functional values as wildlife habitat. It shall minimize the visual impacts of the landfill operations and appurtenant facilities through revegetation and landscape screening. The plan shall show the plant species, size, and locations to be used to blend in with the existing natural vegetation. Natural, drought tolerant species shall be used, in accordance with State and local water conservation landscaping requirements. A landscape maintenance program shall be part of the plan. A Weed Monitoring and Control Program shall be included, containing a listing of noxious weeds, a monitoring program, and abatement measure options. A Landscape Plan shall be included in the Development and Improvements Plan. The Landscape Plan shall assure no visual impact on the Cities of Concord and Clayton consistent with the Environmental Impact Report. | Completed. On-Going | The Landscape (Screening) Plan that included all required elements of this condition is included in the FDIP, Sections 7.1 through 7.3 and Drawings LP-1, LP-2, and LP-3. The Landscape Plan was endorsed by the LAC. Installation of landscaping was phased. The Weed Monitoring and Control<br>Program was included in the Range Management Plan in Condition 23.2 of this LUP. Also see Weed Control Program in Condition 23.5.<br><br>See County Letter of acceptance dated 11/2/1992. Also see Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 22.3 | **Toe Berm.** The Landfill developer shall install the first phase of the toe berm prior to other landfill construction and develop-ment of the Landfill. Other sections of the toe berm shall be installed in stages (see condition 32.4). The toe berm shall be contoured to blend with existing topography. It shall be designed to screen the landfill access road. It shall be revegetated immediately with native grasses and other vegetation to blend in with the surrounding area. | Completed | Toe berm design is included in FDIP, Sections 3.1 and Drawings 14 & 23. See Community Development Department letter from C. Zahn to T. Cox (KCLC) which authorized construction of the toe berm. Also see Community Development Department letter from C. Zahn to T. Cox (KCLC) dated 12/30/1992 which authorized contouring of the toe berm. Also see Community Development Department memo from H. Bragdon to the Board of Supervisors dated 3/5/1992 which confirmed that the toe berm was constructed properly and keyed to the sub-surface.<br><br>The toe berm slope stability analyses approval from the RWQCB and revegetation plan were substantiated by CDD on 10/23/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 22.4 | **Mitigation Berms.** The Landfill developer shall install landscaped mitigation berms (lift-level peripheral berms) at the face of each lift in areas visible off the Landfill site, before beginning refuse disposal on the lift. The berms shall be landscaped to blend with existing terrain. Specific heights for the initial toe berm and each of its phases shall be established in the Final Development and Improvements Plan (Condition 15.1). | Completed. On-Going | The initial toe berm was constructed prior to other landfill construction. Design reports for all phases of site development take into consideration the potential for visual impacts, and are submitted to the County and the RWQCB for review and approval. Lift-level peripheral berms that may be visible from off-site are re-vegetated accordingly. |
| 22.5 | **Lawlor Creek Corridor Plan.** See Condition 23.3 | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 23.3. |

| Condition | Condition Description | Compliance Status | Comments |
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| 22.6 | **Entrance Screening.** The Landfill developer shall install landscaping at the entrance of the landfill to screen the entrance facilities from Bailey Road users. Olive trees shall not be included as part of the entrance landscape plan. | Completed | Design approved by the County subsequent to initial FDIP approval in 1991. All landscaping at the landfill entrance was installed.<br><br>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. Also see Community Development Department letter from C. Zahn to T. Cox (KCLC) dated 11/2/1992 which authorized installation of entry streetscape landscaping. |
| 22.7 | **Jacqueline Drive Terminus.** The north terminus of Jacqueline Drive shall be landscaped, with native species, to shield near views of the toe berm. Planting of the terminus area shall begin as soon as practicable. The outside access road berm shall be a minimum of 15 feet high to shield transfer truck traffic and noise from nearby residences. | Completed | Completed at the "south" terminus of Jacqueline Drive. Included in landscape design plans approved by the County in 1993 and 1994 after initial FDIP approval in 1991. The landfill operator submitted a revised landscape plan for the Jacqueline Drive terminus on 8/30/1993 to account for a lack of water service previously requested from the City of Pittsburg and subsequently revised the plan in coordination with the County. See Plan B Landscaping Plan dated 12/28/1993.<br><br>See Community Development Department letter from C. Zahn to T. Cox (KCLC) dated May 6, 1994 which authorized installation of Plan B landscaping. |
| 22.8 | **Auxiliary Facilities Screening.** The landscaping plan shall provide for the screening of auxiliary areas, such as the admin-istrative buildings, parking lots, maintenance facilities, and screening of facilities shall occur during the first year of development. Enhancement of Lawlor Creek shall occur during the first year, to aid in screening facilities from Bailey Road users. | Completed | Design approved by the County subsequent to initial FDIP approval in 1991. All required landscape screening of facilities has been installed and is regularly maintained. See Community Development Department letters from C. Zahn to T. Cox (KCLC) dated 7/30/1192 and 9/23/1992 which authorized installation of landscaping at the administration building, and scale house and maintenance building, respectively. Lawlor Creek corridor was improved in 1998 as part of the Lawlor Creek Restoration Plan. |
| 22.9 | **Architectural Treatment.** Plans for buildings and other struc-tures shall include architectural sections showing design and materials to be used. Buildings shall be designed to blend into the rural agricultural setting. | Completed | Architectural plans for buildings and other structures were included in the FDIP, Section 7.2. See Community Development Department letter dated 2/21/1992 from C. Zahn to B. Olney (KCLC) which authorized construction of auxiliary facilities as follows:<br>-- Administration building: Building Permit CO-175997<br>-- Maintenance building: Building Permit IN-175909<br>-- Scale House: Building Permits MI-175450 & MI-175970 |
| 22.10 | **Area of Operations.** Except during construction of modules and other major installations, the Landfill operator shall limit unvegetated working areas of the landfill, including the daily working face, to 25 acres for appearance and to control dust and erosion. The restriction shall not apply to grading for founda-tions, cover, site roads, berms and other construction, providing these are carried out expeditiously. | In Compliance. On-Going | Limiting unvegetated working areas to the greatest extent possible is standard operating procedure. |

| Condition | Condition Description | Compliance Status | Comments |
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| 22.11 | **Interim Revegetation.** Interim revegetation shall be required on all areas that will be inactive for more than 90 days. Revegetation shall include native grasses, shrubs and trees to lend more variety and natural appearance to the finished landfill. | In Compliance. On-Going | Inactive areas typically generate ruderal vegetation during winter and spring as verified by site surveys. The working face is purposefully kept small (about 1 acre) at any given time to minimize the amount of area exposed.<br><br>Interim revegetation of areas that will be inactive for more than 90 days is standard operating procedure.<br>Also see Condition 20.9. |
| 22.12 | **Water Tank Screening.** The Landfill developer shall provide landscaping to screen the facility's water tanks. Where possible, the landscaping shall be installed prior to the installation of the tank. Consideration shall be given to subsurface or partially buried tanks, and to painting the structures with earthtone colors. | Completed | The water tank location was selected because it is not visible from off-site locations. Landscape screening of the water tank was not required due to natural topography and camouflage paint. |
| 22.13 | **Final Cover.** Final cover shall be contoured and landscaped to blend with existing topography. | Not Yet Required | Final cover has not yet been implemented and will be performed in accordance with this LUP condition, and the approved Preliminary Closure and Post-Closure Maintenance Plan. |
| 22.14 | **Lighting.** The Landfill developer shall design and locate the lighting system to reduce glare and reduce impact to area resi-dents. Focused directional security and operational lighting shall be installed. Operation lighting on the working face shall be turned off by 7:30 p.m. Security and entrance lighting shall be dimmed at 7:30 p.m. | Completed | All on-site and security lighting has been installed and is directed generally downward to avoid glare**.** Operation of lighting systems is performed per this condition. Also see LUP Condition 9.1. |
| 23.1 | **Biotics Protection Objectives**.<br><br>a) The Landfill developer shall construct and operate the facility in such a manner that ensures, through protection and enhancement measures, that there is no net loss of significant habitat, wetland, woodland, or agricultural production.<br><br>b) The Landfill developer shall provide at least twice the amount of mitigation wetland for significant wetland lost to the project (2-to-1 mitigation). A minimum of six acres of mitigation wetland shall be provided. Wetland loss shall be mitigated through the enhancement of stock ponds and sedimentation basins, or the creation of new wetlands. | In Compliance. On-Going | Four mitigation wetlands were created in 1992 in accordance with federal and state resource agencies. Total wetlands area of 8.57 acres, exceeded the 6.0-acre minimum for this Condition (USACOE permit minimum = 7.21 acres). A Biological Condition Compliance Review was conducted in 2003 which concluded that the 8.29 of mitigation wetlands in place at Keller did not warrant any wetland remdiation (0.28 acres no longer met USACOE jurisdictional wetlands criteria). An additional 6.0 acres of Lawlor Corridor were enhanced through plantings of California native species and other riparian enhancements. These wetlands and enhanced areas continue to function as designed.<br><br>See Community Development Department letter from C. Zahn to B. Olney (KCLC) dated 2/5/1992, which authorized construction of mitigation wetlands in the east Special Buffer Area in compliance with COA 23.1 and USACE Section 404 Nation-wide Permit No. 26. Streambed Alteration Agreement No. 1463-90 for wetlands construction was issued by the California Department of Fish and Game on 10/18/1991. The Final Wetland Mitigation and Monitoring Plan was substantiated by CDD on 10/23/1991. |

| Condition | Condition Description | Compliance Status | Comments |
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| 23.2 | **Range Management Plan**. The Landfill operator shall design and develop a Range Management Plan in order to provide for continued grazing on portions of the site. The Special Buffer Area shall remain as Agricultural Preserve, and development rights shall be conveyed to the County. The buffer area and other site range-lands of the Primary Project Area not exempted for habitat protection and not in active landfill use shall be enhanced as grassland/oak woodland, and shall provide grazing for at least 270 head of cattle, approximately the same number of cattle which presently graze on the site. Stock watering ponds shall be enhanced through planting of trees and shrubs. Grazing shall be restricted for a 1 to 2 year period in order for grasses to get reestablished. It shall provide for adequate grazing range, and for native tree species such as oaks to be planted for animal protection and to replace trees removed during landfill construc-tion, while controlling soil erosion. The plan shall be prepared in consultation with the Contra Costa County Resource Conservation District and the Agricultural Extension Service. It shall be coordinated with the Landscape Plan, the Habitat Preservation Plan, and the Erosion and Sediment Control Plan developed for the landfill facility. It shall be subject to the approval of the County Community Development Department and it shall be included in the Improvements and Development Plan. | In Compliance. On-Going | Grazing was continued as an important element of the Range Management Plan.<br><br>Included in FDIP, Section 5.1 Range Management Plan and Drawing RM-1, approved by the Community Development Department. The buffer area is maintained within the guidelines of this condition for grazing, habitat preservation and fire protection.<br><br>The Special Buffer Area continues to be under Williamson Act contract (Contra Costa County, 2008) and is zoned A-4, Agricultural Preserve. |
| 23.3 | **Lawlor Creek Corridor Restoration Plan.** Enhancement of this riparian area shall replace habitat lost by the rerouting and covering of a portion of the unnamed drainageway within the waste placement area. This plan shall provide replacement for habitat lost to landfill construction. The Corridor Plan shall also provide screening of the landfill entrance and service facilities from Bailey Road. Livestock fencing shall be constructed around the perimeter of approximate-ly 35 acres to exclude cattle from the riparian and oak woodland areas. Litter shall be removed from the creek and corridor, and fencing shall be established along Bailey Road to prevent unlaw-ful disposal of trash. Riparian species of trees such as Willows, Fremont cottonwood, sycamore and other oak species, California Bay Laurel and shrubs shall be planted. The access road crossing of Lawlor Creek shall be designed and constructed in a manner that would be compatible with the aesthetics of the corridor and habitat enhancement. Installation of horizontal drainage pipes into hillsides may be provided to tap groundwater sources to improve creek flow conditions. A monitoring and main-tenance program shall be established to insure wildlife habitat values are protected. Rock dams, overhangs, splash pools and erosion control structures shall be included in the corridor plan design. The detailed restoration plan shall be developed for Lawlor Creek in coordination with the County, the California Department of Fish and Game, U.S. Fish and Wildlife Service, local Audubon and California Native Plant Society representatives and other environmental organizations. A streambed alteration agreement shall be obtained if determined to be necessary by the CDF&G. A wetland modification permit shall be obtained from the Army Corps of Engineers if necessary. Implementation of the Restoration Plan shall take place during the initial development phase of the Landfill. | Completed | Streambed Alteration Agreement No. 1461-90 for Lawlor Creek was issued by the California Department of Fish and Game on 10/18/1991. A Restoration and Enhancement Plan was prepared in accordance with requirements of the County, U.S. Army Corps of Engineers, and California Department of Fish and Game, and implemented in 1997 and 1998.<br><br>General plans are included in FDIP, Section 5.2, Drawing LC-1 and Appendix C, approved by the Community Development Department.<br><br>Final Section 404 Monitoring Report Submitted August 26, 1998. Also See LUP conditions 22.8 and 23.1. |
| 23.4 | **Sandstone Outcrop Area.** Livestock fencing shall be constructed around the perimeter of the 72-acre sandstone area at the front of the Landfill to exclude cattle and preserve upland habitat area. Landfill personnel and construction operators shall be alerted regarding the protected area. Native trees such as Oak and California Buckeye shall be planted along the perimeter of this area. The adjoining equalization basin and toe berm shall be constructed to avoid damage to the protected area. | Completed | Sandstone outcroppings in this area have been protected by exclusionary livestock fencing. Siting and construction of landfill facilities in adjoining areas were implemented without damage to the sandstone outcrop area. |

| Condition | Condition Description | Compliance Status | Comments |
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| 23.5 | **Weed Control Program.** The landfill operator shall submit a weed control program to control introduced weedy species on the Landfill property as part of the Range Management Plan. The program is subject to approval by the County Conservation and Development Department. The weed control program shall include a list of noxious weeds, periodic monitoring of these species, and a weed control and removal program. | In Compliance. On-Going | Weed control is performed in accordance with this condition, the Range Management Plan, and County Weed Abatement. |
| 23.6 | **Phased Construction.** The Landfill operator shall construct and operate the Landfill in phases in order to reduce the acute impact to vegetation and wildlife habitat. Mature trees should be removed only as needed, not more than one year in advance of module development. Black walnut and other heritage tree cuttings shall be taken with the direction of a research organization such as the University of California's botanical garden. | In Compliance. On-Going | Phased construction has been implemented since the landfill opening in 1992. No Black Walnut or heritage trees or high quality wildlife habitat exist within the approved area of disturbance for landfill facilities or operations. |
| 23.7 | **Vegetation Protection.** The Landfill developer shall employ dust suppression measures to prevent damage from dust loading on vegetation. Periodic watering of vegetation adjacent to the fill working area shall be developed as part of the Range Management Plan. | In Compliance. On-Going | Dust suppression measures are implemented in accordance with this LUP condition, Condition 17k(d) of the SWFP, and requirements of Condition #17309 in the Major Facility Review permit issued by BAAQMD. Also see Condition 20.5. |
| 23.8 | **Wildlife Exclusion and Vector Control.** The Landfill operator shall construct fences around the working area of the site, limit the size of the working face, and cover refuse at least daily in order to exclude wildlife and control vectors at the working area of the site. | In Compliance. On-Going | Wildlife exclusion and vector control are implemented per the requirements of this condition and the SWFP regulating landfill operation. Fences in the working area for wildlife exclusion have not proven necessary as determined by the LEA. The working face size is limited to less than 3 acres by Condition 17.17 of this LUP, and 1 acre by Condition 17h in the SWFP. |
| 23.9 | **Supplemental Wildlife Surveys.** The Landfill developer shall conduct additional surveys to establish the presence or indicate the absence of the following species at the landfill site.<br><br>a) San Joaquin Pocket Mouse. The survey shall be conducted according to USFWS recommendations. If found, the developer shall follow USFWS guidelines regarding appropriate mitigation procedures.<br><br>b) The California Tiger Salamander and the Alameda Whipsnake. The salamander study shall take place during the rainy season. If salamanders are found to exist in the unnamed creek, they shall be trapped and released to the Lawlor Creek area. If the Alameda Whipsnake is encountered, then facilities such as the equalization basin, and the access road shall be relocated further from the outcrop area. The outcrop reserve shall be expanded to include the easternmost outcrops. Consideration shall be taken in siting facilities and any activities north of access road. Lighting shall be shielded and shall illuminate only paved areas in this vicinity. | Completed. Updated As Needed | Supplemental wildlife surveys were conducted in 2003. No special status wildlife species were observed in the primary project area of the landfill during site visits. Based on exisitng habitat conditions, there is a moderate to high potential of occurrence for theree special status wildlife species to occur on or adjacent to the primary project area: 1) San Joaquin pocket mouse, 2) California horned lark, and 3) loggerhead shrike. Two additional species, the California tiger salamander and the California red-legged frog, occur in adjacent areas and could disperse through the project area. Habitat assessments for these species were conduced in accorrdance with state and federal guidelines. The habitat assessments concluded that surveys were not warranted based on the probability the species may occur in the primary project area of the landfill, as follows: California red-legged frog = low probability, California tiger salamander = low probability,<br><br>Earlier supplemental survey data submitted to the U.S. Fish and Wildlife Service were substantiated by CDD on 10/15/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |

| Condition | Condition Description | Compliance Status | Comments |
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| 24.1 | **Bird and Vector Control Objective.** The Landfill operator shall manage the facility in such a manner that prevents and controls the attraction and/or generation of birds and vectors at the site. | Objective | This is solely an Objective. See Conditions 24.2 - 24.7.<br><br>Compliance with these conditions of approval in LUP Section 24. Bird and Vector Control prevents and controls attraction and/or generation of birds and vectors at the landfill operations area. |
| 24.2 | **Soil Cover Frequency.** See Condition 20.3. | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 20.3. |
| 24.3 | **Working Face.** See Condition 17.17 | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 17.17. |
| 24.4 | **Bird Control.** If birds become a problem at the Landfill in the judgement of Contra Costa Environmental Health, the Landfill operator shall institute a contingency bird control program. Such a program may consist of monofilament or wire lines suspend¬ed in the air at appropriate intervals over and around the active disposal area. The Landfill operator shall retain a biologist during the initial period of operation to (1) assess the effec¬tiveness of the monofilament line for bird control and (2) assess the effect of the line on avian predator species. If necessary, additional corrective measures shall be taken at that time. Such measures may include a reduction in the size of the working face of the landfill, the use of nets over the working face, or the use of a habitat manipulation and modification program. | In Compliance. On-Going | Implementation of LUP COA 24.4 and 24.5 is routinely coordinated with the SWFP Section 17k(f). The Bird Control Plan for Keller Canyon Landfill was updated on January 14, 2014. The plan includes elements on bird species identification, bird control methods, and specific bird control measures. The control program involves dispersal in conjunction with whistlers, crackershells, and distress calls played over a loudspeaker attached to a vehicle. Monthly on-site inspections by the LEA have not indicated problems with control of birds and vectors. |
| 24.5 | **Rodent Control.** If waste compaction does not eliminate live rodents from the Landfill footprint, or if rodents (other than small numbers of field mice, etc.) occupy facility landscaping or agricultural areas, the operator shall work with the local enforcement agency to identify the reasons for the presence of rodents and make appropriate changes in operational procedures. If an eradication program is necessary, the use of alternative rodent control programs such as sustained live trapping using nonpoisonous baits, and natural biological control shall be considered. Anti-coagulants shall be administered by a pest management professional in a manner which minimizes exposure to avian predators. Class 1 pesticides shall not be used. | In Compliance. On-Going | See 24.4 above. |
| 24.6 | **Mosquito Control.** The Landfill operator shall grade areas within the Landfill property to prevent ponding of water which could harbor mosquitos (except for sedimentation ponds and riparian habitat areas). Sedimentation ponds shall be stocked with mosquito fish unless otherwise specified by the Mosquito & Vector Control District. If a mosquito problem persists, Contra Costa Environmental Health may require the preparation and implementa¬tion of additional mosquito control measures, such as spraying of non-toxic larval suppressant. | In Compliance. On-Going | See 24.4 above. The landfill operator works closely with the County Mosquito Abatement District to ensure approved controls and methods are used to control mosquitos. If required, stocking of sedimentation ponds with mosquito fish would be implemented as directed by the County Mosquito Abatement District. Typically there is insufficient standing water in the sedimentation basin to support mosquito fish. |
| 24.7 | **Fly Control.** The Landfill operator shall limit the size of the working face and shall cover refuse daily in order to prevent fly proliferation. If an eradication program is necessary, the use of a pest-control specialist shall be considered and a plan implemented pursuant to approval by Contra Costa Environmental Health. | In Compliance. On-Going | Fly control is achieved by limiting the size of the working face per LUP Condition 17.17 and Condition 17h of the SWFP. Cover practices and materials are in accordance with requirements of both permits. Also see Condition 24.4. |

| Condition | Condition Description | Compliance Status | Comments |
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| 25.1 | **Litter Control Objective.** The Landfill operator shall manage the facility in a manner which confines litter to the working face of the Landfill, which prevents litter from accumulating another parts of the site, and which prevents litter from being blown off the site. | Objective | This is solely an Objective. See Conditions 25.2 - 25.11.<br><br>In 2015 substantial improvements were made to the facility's on-site litter control system. See conditions 25.5 and 25.6 below. No uncontrolled litter incidents occurred in 2015.<br><br>The site is in compliance. Litter control is conducted during all hours of operation as specified in Section 25 of this LUP and condition 17k(e) of the SWFP. |
| 25.2 | **Load Covering.** The Landfill operator shall implement a program requiring landfill users (customers) to securely containerize their load to avoid littering and exclude uncovered loads from arriving at the Landfill consistent with the requirements of Section 418-2.008 of the County Code. The program shall be subject to the approval of the County Department of Conservation and Development and Contra Costa Environmental Health. See also Condition 7.2. | In Compliance. On-Going | See Conditions 7.1 and 7.2 for load covering requirements. |
| 25.3 | **Load Cover Enforcement.** If routine enforcement of load cover requirements is not effective, the Landfill operator shall offer to contract with the Sheriff's Department to enforce regulations requiring the covering of trucks and trailers. | Not Yet Required | Republic Services removed the "How's My Driving?" stickers from their trucks and replaced them with "Together for Safer Roads" stickers. Incidents of litter bounce out from Republic trucks can still be recorded using the truck number which identifies every truck, and using the local phone number printed on all trucks. Republic Services is a member of Together for Safer Roads, an organization made up of private sector companies dedicated to improving traffic safety on the nation's roads. Republic is implementing a program of Best Practices for its fleet of vehicles related to road safety management, safer roads and mobility, safer vehicles, and safer road users. Republic trucks and trailers are numbered. Complainants must call Keller directly to report concerns.<br><br>Every incoming load is inspected to ensure all waste-hauling vehicles are covered. Waste loads are screened for excessive littering and inadequate covering. All transfer trucks are required to have tarps covering their loads. In addition, all transfer trucks owned by the landfill operator have large easily visible truck numbers that allows citizens to contact the operator if litter is observed falling from transfer trucks. The Landfill owner/operator has had no cause to request load cover enforcement from the County Sheriff's Department. |
| 25.4 | **Contingency Litter Control.** Under windy conditions, the Landfill operator shall cover the refuse with County approved cover materials as often as necessary to control blowing litter. Other options shall be considered as necessary, including the alignment of unloading areas away from the prevailing wind direction, increasing the number of compactors, decreasing the active face size, and reducing the number of vehicles tipping at one time. The Contingency Litter Control measures shall be contained in the Litter Control and Prevention Program that is subject to review and approval of the Department of Conservation and Development and Contra Costa Environmental Health. Contra Costa Environmental Health shall have the authority to enforce this requirement. See Section 20.8. | In Compliance. On-Going | **UPDATE: No litter issues have occurred since the last permit review. Litter is contained on-site and crews continue to clean the site daily. Contingency litter control has not been necessary since the last Permit Review.**<br><br>Portable litter fences are provided as necessary around the unloading and receiving areas to prevent litter from migrating off-site. A permanent litter fence has been constructed at the east edge of the landfill operations area. In the event that litter is generated by extremely high winds, the Landfill owner/operator deploys emergency crews to collect on and off-site litter blown beyond the normal containment areas.<br><br>Litter incidents are recorded by DCD and also in the Log of Special Occurrences maintained by KCL. Also see Condition 20.2. The Department of Conservation and Development is not aware of any complaints related to litter that have not been addressed in a timely manner by the landfill operator. |

| Condition | Condition Description | Compliance Status | Comments |
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| 25.5 | **Portable Litter Fences.** The Landfill operator shall install portable fencing near the working face of the Landfill to inter-cept windblown debris. | In Compliance. On-Going | **UPDATE: In 2016 and 2017, movable "bull fences" are used in proximity to the Phase 3B1 working face as needed.**<br><br>Portable litter fences were initially approved as submitted in the Solid Waste Facility Permit, subject to continued inspection by the County HSD (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992).<br><br>Portable litter fences are provided as necessary around the unloading and receiving areas to prevent litter from migrating off-site per this LUP condition and condition 17k(e) of the SWFP. |
| 25.6 | **Permanent Litter Fence.** The Landfill operator shall install a permanent fence of wire around the current fill area of the Landfill. The location shall be subject to the approval of Contra Costa Environmental Health. | Completed. On-Going | In 2015, the existing 20-feet-tall permanent litter fence at the top of the main haul road was extended approximately 1,500 feet to the west; approximately 1,100 feet of new 20-feet-tall permanent litter fence was also installed upslope and south of the main haul road adjacent to Phase 3B1. KCL regularly removes litter from these permanent litter fences. It also maintains a litter pick up labor force that can be deployed immediately in the event of an on or off-site litter incident.<br><br>The permanent litter fence was initially approved as submitted in the SWFP, subject to continued inspection by the County HSD (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992).<br><br>The permanent litter fence was installed prior to commencement of landfill operations in 1992. |
| 25.7 | **On-Site Litter Policing.** The Landfill operator shall remove litter from the litter fences and planting screens at least once each day. On-site roads, including 500 feet of Bailey Road south of the site entrance, shall be policed at least daily. Contra Costa Environmental Health may require more frequent policing to control the accumulation of litter. | In Compliance. On-Going | Keller Canyon Landfill has an extensive litter control program in place. The landfill operator enforces the covered load program at the scale house by reminding any untarped customers (which are rare) of the requirement. Daily on-site litter removal is performed in accordance with this LUP condition, the Litter Management Plan, and the SWFP Condition 17k(e). Monthly inspections by the LEA have indicated an acceptable level of litter control. Extensive onsite controls are in place to ensure litter is controlled within the site boundaries. |

| Condition | Condition Description | Compliance Status | Comments |
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| 25.8 | **Off-Site Litter Policing.** The Landfill operator shall provide weekly (or more frequent) litter clean-up along Bailey Road from Highway 4 to at least 500 feet south of the site entrance. Based on experience, the County Department of Conservation and Development or Contra Costa Environmental Health may modify frequency of clean-up and/or area of coverage. If wind-blown litter from the landfill reaches other properties, the Director of Environmental Health or the Director of Conservation and Development may require the Landfill operator to remove the litter and the Director(s) may require the operator to institute additional measures to prevent recurrence of the problem. | In Compliance. On-Going | **UPDATE: The voluntary off-site litter pick up program described below has continued in 2017.**<br><br>In response to County and City of Pittsburg concerns about off-site litter, KCL continued with a voluntary weekly litter pick up program for the vacant parcels on the east side of Bailey Road, between West Leland Road and the Highway 4 ramps as described below. A log is maintained at the landfill office detailing dates of pick up for the year 2015 to-date. A log of off-site litter policing is also maintained for the residential areas north of the landfill in residential areas in the vicinity of San Remo Way, Jacqueline Drive, and Santa Maria Way. Where applicble, before and after photos are taken of litter incidents and subsequent clean up. KCL maintains a litter pick up labor force that can be deployed immediately in the event of an on or off-site litter incident.<br><br>Off-site litter removal is performed from West Leland Road to at least 500 feet south of the landfill entrance in accordance with this LUP condition and the facility Litter Control and Prevention Plan. . In addition, Keller Canyon Landfill's litter control program includes voluntary pick up of litter in areas between Highway 4 and W. Leland Road. Landfill personnel regularly pick up litter in the vacant lot by the bus stop across from the shopping center on Bailey Road. In addition, the landfill operator participates in the Adopt-a-Highway program for the area from the San Marco exit to Bailey Road, including the off-ramp at Bailey Road. This program was previously suspended at the direction of CalTrans during Hwy 4 construction, but was recently re-instated at the request of Keller Canyon Landfill. The landfill operator also enforces the covered load program at the scale house by reminding customers with untarped loads (which are rare) of the requirement. |
| 25.9 | **Littering Signs.** The Landfill operator shall post signs, as determined necessary by the County Public Works Department, along access roads to the Landfill noting littering and illegal dumping laws. The Landfill operator shall post signs at the Landfill entrance noting the hours when the Landfill is open. The operator should periodically publish these laws and operating hours in mailings to Landfill clientele. | Not Yet Required | A sign specifying landfill operating hours is posted at the site entrance. Off-site signage was deemed unnecessary by the County Public Works Department (PWD) . (See memo from J. Causey, PWD to C. Zahn, CDD dated 2/26/1992.) The County staffs and maintains a countywide illegal dumping hotline and the phone number is: 1-800-NO-DUMPING or (1-800-663-8674)<br><br>With nearly **25** years of continuous operation in which public self-haul is prohibited, landfill clientele are familiar with facility operating hours as opposed to potential conflicts that may occur from self-haul customers who arrive at the facility after hours. There have been no instances of illegal dumping for example, resulting from a customer who arrived at the facility after hours. |
| 25.10 | **Clean-Up Bond.** The Landfill developer shall deposit a surety bond for $10,000 payable to the County to use for clean-up in the event of emergency or disputed littering or spills. | In Compliance. On-Going | The initial Performance Bond (# 571-10-31) in the amount of $10,000 went into effect on 5/7/1992. It was issued by Safeco Insurance as a surety for Contra Costa County in the event it was needed to clean-up litter or spills not remedied by the Operator. The initial Bond listed BFI which was the parent company that owned the landfill at the time. Since that time the parent company has changed more than once and the Bond had also been renewed. The landfill operator secured a new bond in the name of Republic Services, the current parent company which is on file with County DCD. |
| 25.11 | **Public access.** Public access to the landfill shall be prohibited unless such access is provided for special events, such as tours, open house functions or wetland field trips for local schools. | In Compliance. On-Going | Signage prohibiting public access to the landfill is posted at the landfill entrance and enforced on-site. |

| Condition | Condition Description | Compliance Status | Comments |
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| 26.1 | **Safety Objective.** The Landfill operator shall manage the facili-ty in a manner which does not impair the safety of persons living in its vicinity, Landfill users, or Landfill employees. | Objective | This is solely an Objective. See Conditions 26.2 - 26.11.<br><br>**UPDATE: From July 31, 2016 through August 2017, there was no lost time due to injuries or accidents. KCL maintains a very active safety program and conducts monthly safety meetings.**<br><br>Implementation of conditions of approval in this LUP Section 26. Public Safety has maintained a high degree of safety for landfill users, employees, and the surrounding area. |
| 26.2 | **Emergency Plan.** The Landfill operator shall prepare an emergency plan specified by the Solid Waste Facilities Permit and approved by Contra Costa Environmental Health. The emergency plan shall include the following:<br>(a) A fire and explosion component.<br>(b) A seismic component.<br>(c) A hazardous waste spills and contamination containment component.<br>(d) An evacuation component. | Completed. On-Going | The Emergency Plan was originally approved by County HSD as submitted in the RDSI in 1992 (See memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992).The current Emergency Plan is contained in the updated RDSI which was approved in conjunction with the Solid Waste Facility Permit by HSD and CalRecycle. |
| 26.3 | **Employee Safety Equipment.** The Landfill operator shall provide or require employees to provide safety equipment, such as safety glasses, hard hats, safety shoes, gloves, coveralls, and noise reducers as required by state and federal safety agencies and Contra Costa Environmental Health. | In Compliance. On-Going | Safety equipment is provided to landfill personnel as necessary in compliance with 27 CCR, 21600(b)(5)(F). Equipment includes: boots, hard hats, reflective vests, ear and eye protection, filtration masks and self-contained breathing apparatuses. All personal protective equipment (PPE) used by KCL employees in the course of their work must be used and maintained in a sanitary and reliable condition, whenever it is required, based on hazard assessments of district job/tasks. A hazard assessment using the PPE matrix included in the Personal Protective Equipment Program included in Appendix E must be performed for each distinct job/task to determine if hazards are present which require use of PPE. In Fire extinguishers are located in onsite buildings, operating equipment and maintenance and support vehicles. |
| 26.4 | **Employee Training.** The Landfill operator shall develop and implement training and subsequent refresher training programs covering accident prevention, safety, emergencies and contingencies ("bad-day" scenarios), gas detection, identification of hazardous materials and ground fissures, first aid, and instruction in the use of equipment. The programs shall be subject to the approval of Contra Costa Environmental Health. | In Compliance. On-Going | Training records are kept for each employee and maintained in personnel files. Additionally, all KCL employees participate in a company-wide, monthly safety incentive program. This program provides financial rewards to employee groups for demonstrated safe work habits.<br><br>The training program was originally approved by County HSD as submitted in the RDSI in 1992 (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992). All employee safety training is performed in accordance with this LUP condition and State requirements. Training for operations personnel is provided in health and safety, hazardous waste identification, handling and storage procedures, environmental control systems management and proper waste handling and disposal procedures. Training provides site personnel with a thorough understanding of operator responsibilities to ensure that landfill operations are conducted under safe working conditions to minimize potential public health and safety problems, and to maintain a high degree of compliance with all applicable solid waste handling and disposal regulations. |

| Condition | Condition Description | Compliance Status | Comments |
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| 26.5 | **First Aid Equipment.** The Landfill operator shall provide and maintain supplies located in easily accessible areas. The first aid supplies shall be consistent with the Occupational Safety and Health Administration requirements and subject to the approval of Contra Costa Environmental Health. | In Compliance. On-Going | All employee first aid equipment is provided in accordance with this LUP condition, and State and federal requirements, and subject to monthly inspections by the LEA. |
| 26.6 | **Emergency Communications.** The Landfill operator shall provide radio phones or telephones for employee use to call for medical and other emergency assistance. Phone numbers to use for outside emergency assistance shall be clearly posted on the Landfill and in other work areas. The communications system shall be subject to the approval of Contra Costa Environmental Health. | In Compliance. On-Going | The emergency communications system was originally approved by County HSD as submitted in the 1992 RDSI (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992). All emergency communications equipment and phone numbers are in accordance with this LUP condition and State requirements, and subject to monthly inspections by the LEA.. In accordance with 27 CCR, Section 20615, the LEA, local health agency have been notified in writing of the names, address, and telephone number of the operator. A list of names of the site personnel for KCL to contact in the event of an emergency, along with the emergency procedures, are posted in the site office and operations trailer. |
| 26.7 | **Emergency Eye Baths and Showers.** The Landfill operator shall provide facilities for emergency eye baths and emergency showers. The facilities shall be subject to the approval of Contra Costa Environmental Health. | In Compliance. On-Going | All emergency eye baths and showers are in accordance with this LUP condition and State requirements, and subject to monthly inspections by the LEA. |
| 26.8 | **Equipment Maintenance.** The Landfill operator shall prepare and implement an equipment maintenance program which shall be approved by Contra Costa Environmental Health prior to the commencement of operations. The program shall address transfer vehicles and other refuse-conveying vehicles stored on the site as well as the station's refuse-moving vehicles and mechanical equipment. Vehicles and equipment shall be regularly cleaned to reduce the risk of fires. | In Compliance. On-Going | The equipment maintenance program was originally approved by County HSD as submitted in the 1992 RDSI (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992). Equipment maintenance is performed according to manufacturer specifications and at required intervals. Maintenance records are maintained by the operator and available for review by County agencies.<br><br>See Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992. |
| 26.9 | **Gas Migration Monitoring.** The Landfill operator shall prepare and implement a gas migration monitoring program to detect underground gas migration. Landfill buildings and paved areas within 1,000 feet of the Landfill disposal area shall be monitored unless otherwise specified in state regulations. The monitoring program shall be approved by Contra Costa Environmental Health. | Completed. On-Going | The gas migration monitoring program was originally approved by County HSD as submitted in the 1992 RDSI, subject to continued inspection (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992). Landfill Gas Migration Monitoring is performed per this condition and requirements of permits with the BAAQMD |
| 26.10 | **Refuse Cover.** See Condition 20.3. | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 20.3. |
| 26.11 | **Load Inspection.** See Condition 7.1. | Cross-Reference | This condition solely cross-references another LUP condition. See Condition 7.1. |

| Condition | Condition Description | Compliance Status | Comments |
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| 27.1 | **Security Objective.** The Landfill operator shall manage the facility in a manner which prevents unauthorized persons from having access to the working areas of the Landfill both during and after operating hours. | Objective | This is solely an Objective. See Conditions 27.2 - 27.4.<br><br>**UPDATE: There were no significant security breaches of the site or facilities in 2015, 2016, or 2017 to-date.**<br><br>Site security at the site includes: a locked entrance gate, fencing along the entire property boundary and the manned fee booth/scale area. Access to the site is monitored by the Fee Station Attendants at the scale house when the facility is open for business. A fence around the entire facility controls unauthorized access to the site. The LFGTE facility and flare station are fenced off and locked during non-business hours while the sedimentation basin is also fenced off along the edge of the perimeter or access road. At all other times, the entrance gate is securely locked. Security lighting is provided at the entrance gate, the administrative building, the scale house area, the maintenance facilities, and the utilities areas. KCL can provide additional site security measures, as deemed necessary. |
| 27.2 | **Security Fencing.** The Landfill developer shall install a securi-ty fence around the perimeter of the site with lockable gated entrances and exits. The fence shall be located to minimize its visual impacts. It shall be included in the Development and Improvements Plan. | Completed | The Security Fencing plan is included in FDIP Section 10.10. Approved by the Riverview Fire Protection District on 10/22/1991. County HSD deferred to the Fire District's approval (see memo from C. Nicholson, HSD to C. Zahn, CDD, dated 10/24/1991. See memo from V. Conklin, CDD to C. Zahn, CDD dated 10/15/1991, and as updated through 10/25/1991.<br><br>Security fencing was installed prior to the landfill opening. The initial portion of fencing was authorized in a Community Development Department letter from C. Zahn to B. Olney (KCLC) dated 2/6/1992; installation of the remainder of perimeter fencing was authorized by CDD in a letter from C. Zahn to B. Olney, KCLC dated 7/24/1992. Fencing is maintained or repaired as the need arises. |
| 27.3 | **Security Staffing.** The Landfill operator shall staff the Landfill 24 hours per day. Private security services may be retained when the site is not open to patrol and/or aid with investigating after hours odor complaints (see Condition 20.2) as needed. | In Compliance. On-Going | Private security services patrol the site when the landfill is not open, from landfill closure until 6:00 A.M. and all day on Sunday. The level of security is managed to ensure landfill assets are protected. On-site patrols include all landfill buildings, facilities such as the scalehouse, flare system, water tank, and leachate tanks, and major equipment. Security breaches have been very rare at the site. No buildings or facilities have experienced forced entry or burglaries. The last incident involved vandalized windows on a piece of earthmoving equipment in 2008. |
| 27.4 | **Security Lighting.** The Landfill developer shall install and operate adequate lights at the entrance area to the Landfill. The lighting shall be provided in a manner which minimizes glare to nearby residents and road users. The security lighting shall be covered in the Development and Improvements Plan. | In Compliance. On-Going | The Security lighting plan is included in the FDIP, Section 10.11. Lighting was installed and is maintained per the requirements of this condition and the FDIP. Security lighting is operated in compliance with LUP Condition 9.1. |
| 28.1 | **Cultural Resource Preservation Objective.** The Landfill developer shall construct the facility in such a manner that preserves important archaeological or historic sites. | Objective | This is solely an Objective. See Conditions 28.2 - 28.3.<br><br>Implementation of conditions in LUP Section 28. Cultural Resources has preserved known cultural resources. |
| 28.2 | **Employee Access.** Employee access to the buffer area, the Lawlor Creek area, or the sandstone outcrop area shall be limited to duties associated with landfill maintenance. Artifact collection or vandalism in these areas shall be strictly prohibited. | In Compliance. On-Going | There are no regular landfill disposal operations in the Special Buffer Area or Lawlor Creek corridor. Public access is prohibited. Employee access to these areas is limited. |

| Condition | Condition Description | Compliance Status | Comments |
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| 28.3 | **Archaeology.** The Landfill operator shall cease work in the immediate area if buried human remains or archaeological features (e.g., petroglyphs) are uncovered during construction or operation. Work in the immediate area shall cease until a qualified archaeologist is consulted and approves resumption of work. Should human remains which may be of Native American origin be encountered during the project, the County Coroner's Office shall be contracted pursuant to the procedures set forth in the Health and Safety Code. The County Conservation and Development Department shall also be notified. | In Compliance. On-Going | To-date, no buried human remains or archaeological resources have been discovered during site development or landfill operations. |
| 29.1 | **Traffic Objective.** The Landfill operator shall manage the facility in such a manner that provides safe, efficient transport of solid waste, while minimizing impacts to County residents. | Objective | This is solely an Objective. See Conditions 29.2 - 29.10.<br><br>Implementation of conditions of approval in LUP Section 29. Transportation and Circulation is meeting the objectives of safety, efficient transport, and minimizing traffic impacts to area residents. The Traffic and Circulation Plan is included in the FDIP, Sections 11.1 through 11.7. |
| 29.2 | **Access Route.** Access to the landfill facility shall be via State Highway 4, and Bailey Road unless alternate routes are approved by the County Department of Conservation and Development on an interim basis. No waste-hauling traffic shall be allowed entrance to the landfill from Bailey Road south of the site. The Landfill operator shall specify use of the prescribed route in all user contracts and shall notify non-contract users of the requirement. At the request of the Board of Supervisors, the Landfill Operator shall reimburse the County for the cost of enforcement of this Condition on the access route. The Board of Supervisors may also request the Landfill operator to reimburse the City of Concord for an access control police inspection stop on Bailey Road should it become necessary to enforce this access route condition. | In Compliance. On-Going | The vehicle access route to/from the landfill is strictly enforced by the Landfill operator. The prescribed route is specified in all user contracts. Non-contract users are informed of the prescribed access route. No additional enforcement from City of Pittsburg or City of Concord law enforcement has been required. |
| 29.3 | **Landfill Access Road.** The Landfill developer shall install a paved, two-lane access road between Bailey Road and the edge of the current working lift of the landfill. A facility parking lot, a bridge across Lawlor Creek, a 12-foot turnaround lane, and parking/turn-off lanes shall be provided. the traffic lanes shall be built to a suitable Traffic Index (between 10.0 and 10.5). The roadway shall be constructed of all-weather driving surfaces of not less than 20 feet of unobstructed width, and not less than 13'-6" of vertical clearance, to all landfill areas within the site. The road shall not exceed 20% grade, shall have a minimum centerline turning radius of 30 feet, and must be capable of supporting the imposed loads of fire apparatus (20 tons). The access road shall be operational when the landfill opens. All costs shall be borne by the Landfill developer. The design and specifications of the roadway shall be approved by the County Public Works and Conservation and Development Department in consultation with the applicable Fire Protection District. | Completed | Landfill Access Road design information is included in the FDIP, Section 11.1, Drawings 8-13. Approval for completion of on-site roads was issued by CDD in a letter from H. Bragdon to B. Olney, KCLC dated 12/13/1991. A memo from C. Nicholson, HSD to C. Zahn, CDD dated 12/12/1991 concurred that all paved roads met design specifications and requirements Title 14 CCR. Authorization to construct Bailey Road improvements; and landfill entrance and intersection design was issued by CDD in a letter from C. Zahn to B. Olney, KCLC dated 12/20/1991. Final Construction Quality Assurance (CQA) for Phase 1A completed July 29, 1992. The landfill access road was designed and constructed in accordance with standards of the County Department of Public Works. |

| Condition | Condition Description | Compliance Status | Comments |
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| 29.4 | **Landfill Entrance.** The Landfill developer shall construct the Bailey Road entrance to the site in a manner that provides safe access into the landfill. This improvement shall include the following for proper sight distance and intersection design: a separate left turn lane at least 150 feet in length and an acceleration lane, at least 1200 feet in length, leading north on Bailey Road, away from the site. The landfill developer shall also become responsible for a traffic signal at a later date, if warranted. The County Public Works Department shall approve the design of the entrance and estimate its cost. All costs shall be borne by the Landfill developer. | Completed | Landfill Entrance design is included in FDIP, Section 11.2. The landfill entrance was designed and constructed in accordance with standards of the County Department of Public Works. |
| 29.5 | **Bailey Road, Pittsburg city limits to the Landfill Entrance.** The Landfill developer shall reconstruct the sections of Bailey Road between the city limits and the landfill entrance. The reconstructed roadway shall provide the sight distance, and roadway geometrics (including shoulder widening) specified by the County Public Works Department for truck use. This shall include two twelve-foot lanes with eight-foot shoulders. These improvements shall be in place prior to commencement of landfill operations. The Landfill developer shall upgrade the pavement capacity to reflect a 20-year life (an estimated Traffic Index of 10.0 - 10.5) along Bailey Road between the Pittsburg city limits and the landfill entrance. The County Public Works Department shall approve the design of the roadway and pavement reconstruction and estimate its cost. All costs shall be borne by the Landfill developer. | Completed | Design plans for reconstruction of Bailey Road is included in FDIP, Section 11.3, Drawings 4 through 7. The section of Bailey Road as defined in this condition was designed and constructed in accordance with standards of the County Public Works Department.<br><br>On 10/20/1992 the Board of Supervisors authorized a Joint Exercise of Powers Agreement (JEPA) between the County and the City of Pittsburg for the purpose of constructing certain road improvements to Bailey Road within the City's jurisdictional boundaries from just south of West Leland Road to just north of Maylard Street. The JEPA became effective on 3/18/1993. The County Public Works Department had oversight over the project designs, construction, and conducted final inspections in consultation with the City.<br><br>A Memorandum of Understanding (MOU) was also established on 10/1/1992 between the County and the Keller Canyon Landfill Company. By order of the Board of Supervisors dated 10/20/1992, the County approved the Keller Canyon Landfill Company and the disbursement of monies from the Transportation System Impact Fee account in an amount not to exceed $300,000. |
| 29.6 | **Bailey Road Pavement Study.** The Landfill developer shall conduct a study of the Bailey Road roadway from the Pittsburg city limits to the Highway 4 interchange to determine the improvements necessary to re-construct the right hand (outside) traffic lanes of the road to a 20-year pavement standard to be an estimated Traffic Index of 10.0 to 10.5. The County Public Works Department, in consultation with the City of Pittsburg, shall estimate the costs of the improvements, estimate the longevity of the existing roadway under increased traffic conditions, and determine a per-ton refuse disposal surcharge adequate to fund the improvements when reconstruction is necessary. The Landfill operator shall impose the surcharge and pay it quarterly into a segregated account established by the County. The design of the improve-ments, their costs, the surcharge and its disbursement shall be approved by the Board of Supervisors. | Completed | The initial pavement study is included in the FDIP, Section 11.4 and Appendix F. A subsequent comprehensive pavement study was completed by the County Department of Public Works in 2009 prior to the rehabilitation of Bailey Road between the Highway 4 interchange and West Leland Road. |
| 29.7 | **Road Maintenance**. Subsequent to the funding of the above traffic lane upgrading improvements, the landfill operator shall impose a surcharge for the maintenance of Bailey Road between the High-way 4 interchange and the Landfill intersection. The surcharge shall be estimated by the County Public Works Department in consultation with the City of Pittsburg and shall be based on the landfill's proportionate share of traffic on the road corridor adjusted for vehicle weight and number of axles. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvement, its cost, the surcharge and disbursements from the segregated account shall be approved by the Board of Supervisors. | In Compliance. On-Going | On July 7, 2010, the County Board of Supervisors approved the establishment of a $0.32 per ton fee ("Bailey Road Improvement Disposal Surcharge"), pursuant to Condition of Approval 29.6, of the Keller Canyon Landfill Land Use Permit 2020-89. On the same day the Board approved a $0.68 per ton fee for Bailey Road Maintenance Disposal Surcharge, pursuant to Condition 29.7. This fee will be in effect between January 1, 2011 and December 31, 2015 and will be reduced to $0.27 on January 1, 2016. |

| Condition | Condition Description | Compliance Status | Comments |
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| 29.8 | **Highway 4/Bailey Road interchange.** The Landfill developer shall participate in an improvements district, benefit area, or other cooperative arrangement with the County, the City of Pittsburg, and Caltrans which may be created to improve the Highway 4/Bailey Road Interchange. The developer shall be required to pay an amount for the improvements and maintenance proportionate to the traffic generated by the landfill, adjusted for truck use. If necessary, the developer shall advance the money for the interchange design and improvements. The County Public Works Department shall approve the design of the interchange and estimate its cost. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge, and disbursements from the segregated account shall be approved by the Board of Supervisors. | Completed | Originally included in FDIP, Section 11.5. An improvement district, benefit area, or other cooperative arrangement requiring the landfill developer participation was not established for the improvement of the Highway 4/Bailey Road Interchange.<br><br>CalTrans constructed the Highway 4/Bailey Road interchange improvements in September 1992, which included the section of Bailey Road from the Highway 4 interchange south to Maylard Street. |
| 29.9 | **Peak Period Traffic Management.** The Landfill operator shall prepare a study, in conjunction with the local transfer station(s) serving the landfill, for managing transfer vehicle traffic to reduce peak period conflicts with traffic on Highway 4. The study shall address the restricted departure periods from the Landfill identified in the Environmental Impact Report (6:30 - 8:30 a.m. and 3:30 - 6:30 p.m.) and shall identify any changes to the conditions of approval needed to implement a peak-period traffic reduction program. The study shall be approved by the County Public Works and Conservation and Development Departments and shall be provided with the Development and Improvements Plan. The Director of Conservation and Development has imposed the peak period traffic restrictions identified in a) and b) below. The Director of Conservation and Development may specify any additional peak period traffic restrictions deemed to be warranted. The Landfill operator shall comply with such restrictions, and shall require compliance in contracts with Landfill users.<br><br>a) The A.M. peak period departure from the landfill shall commence at 7:10 a.m.<br>b) A three minute interval shall be maintained between waste hauling vehicles en route to Highway 4 westbound during the period of 7:10 a.m. and 8:30 a.m.<br>c) Waste hauling vehicles en route to eastbound Highway 4 (the uncongested “reverse commute” direction) may be released without restriction. | Completed | Included in FDIP, Section 11.6 and Appendix H. The peak period traffic management plan has been modified over time to reflect local traffic conditions. Conditional approval was issued in August 1996 to modify A.M. and P.M. peak period departure times (see Community Development Department letter from C. Zahn to S. Gordon (KCLC) dated 8/14/1996). A five (5) minute interval for departing trucks was approved for the periods of 7:30 A.M. to 8:30 P.M. and 3:30 P.M. to 6:30 P.M. Departure restrictions between 6:30 A.M. and 7:30 A.M. remained in effect. The revised intervals were subject to modification if dictated by traffic flow or a 25% increase in daily tonnage.<br><br>Conditional Approval was issued by CDD in March 2000 to adjust departure time from 7:30 A.M. to 7:10 A.M.; and in April 2000 to reduce the interval of departing trucks in the A.M. peak period from 5 minutes to 3 minutes. See Community Development Department letter from D. Dingman to N. Christensen (KCLC) dated 4/27/2000. Modification of departure patterns improved efficiency of peak period truck traffic. |
| 29.10 | **Bicycle and Pedestrian Improvements.** The Landfill developer shall incorporate into the Transportation and Circulation Plan a bicycle and pedestrian path system along Bailey Road in the vicinity of the landfill. | Not Yet Required | Plans for bicycle and pedestrian improvements are included in FDIP, Section 11.7, Figure 11-1. Staff reported to the Board of Supervisors on April 28, 1992 indicating thatinstallation bike and pedestrian path between the City limits and the landfill entrance was determined to have limited functionality. |
| 30 | **Objective.** The Landfill developer shall design, develop and manage the facility in such a manner that services and utilities adequately meet the landfills requirements, while ensuring the protection of site employees, area residents, and the surrounding environment. | Objective | This is solely an Objective. See Conditions 30.1 - 30.21.<br><br>Implementation of conditions of approval in LUP Section 30. Site Services & Utilities is expected to address the objectives of safety, efficient transport, and minimizing traffic impacts to area residents. The Site Services & Utilities Plan is included in the FDIP, Sections 10.1 - 10.11.. |

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| 30.1 | **Final Site Services and Utilities Plan. T**he landfill developer shall prepare and submit a final Site Services and Utilities Plan, and obtain the approval of the County Conservation and Development Department prior to beginning construction. The Site Services and Utilities Plan shall be included in the Development and Improvements Plan. The final Site Services and Utilities Plan shall include:<br><br>a) A water service component. (see Condition 30.2)<br>b) A fire protection component. (see Condition 30.5) | Completed | Implementation of Site Utilities Plan conditions of approval 30.2 - 30.21 meets landfill requirements and protects the surrounding environment. The Site Services and Utilities Plan is included in the FDIP, Sections 10.1 through 10.11, approved by the Community Development Department on 10/23/1991. Also RFPD letter from K. McCarthy to V. Conklin (CDD) dated 10/22/1991 in which RFPD approved compliance with Section 30 of the LUP. |
| 30.2 | **Water Service Component.** The Landfill developer shall prepare and implement a Water Service Component, covering available water resources, estimated total water needs and supplies, landfill construction and operation, landscaping, fire protection, employee hygiene, and human consumption water needs, and water supply sources. Potable water shall be provided for hygiene and consumption. Potable water may be trucked onto the Landfill. | Completed | Included in FDIP, Section 10.1. Additonal research and negotiations occurred following initial submittal in the FDIP in July 2014, documentation including numerous letters between the operator and City of Pittsburg are on file. |
| 30.3 | **On-site Water Wells.** The Landfill operator shall install wells for water supply with a minimum pumping capacity of 1,000 gallons per minute, or must have on-site storage which produces this capacity. The County Conservation and Development Department and Contra Costa Environmental Health shall be furnished pumping test information which shall be submitted with the Development and Improvement Plan. | Completed | Also see Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 30.4 | **Public Water Supply Option.** The Landfill operator may substitute water service from a public water supply system for the use of wells, if arrangements can be made with the Contra Costa Water District and, where applicable with the cities of Concord or Pittsburg. The water supply may be potable or non-potable. Annexation to the Contra Costa Water District probably would be required, as well as an approval for annexation from the Local Agency Formation Commission, and would have to be obtained prior to the submission of the Water Service Plan as part of the Final Development and Improvements Plan. The size and placement at the water supply line shall be included in the Water Service Plan and shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments. | Not Yet Required | The option of a public water supply was not employed. The landfill Operator investigated the feasiblility of this option in coordination with County agencies. A public water supply option was not feasible at the time of landfill construction due to design and infrastructure constraints. All on-site water needs are currently met with groundwater supplies. The Condition should be retained to allow for evaluation of future public water supply alternatives if necessary. |
| 30.5 | **Fire Protection Component.** The Landfill operator shall develop and implement a Fire Protection Component meeting the requirements of the applicable Fire Protection District to contain and extinguish fires originating on the landfill property and off-site fires caused by Landfill operations. It shall include training for all employees. The program shall be subject to the approval of Contra Costa Environmental Health. | Completed. Updated As Needed | The Fire Protection Component is included in FDIP, Section 10.3. The Riverview Fire Protection District (RFPD) indicated that the fire protection component had been adequately addressed and therefore authorized preliminary construction in a letter dated 10/21/1991. The Site Plan and Fire Protection Component were approved by RFPD. See RFPD letter from K. McCarthy to C. Nicholson (HSD) and C. Zahn (CDD) dated 3/4/1992. Final inspection of the entire fire protection system determined all requirements were met. Last inspection was on January 31, 2014.<br><br>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991 and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |

| Condition | Condition Description | Compliance Status | Comments |
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| 30.6 | **Fire District Programs.** The Landfill developer shall participate in the Riverview Fire Protection Districts Benefit Assessment Program and the New Development Fees program. | In Compliance. On-going | The landfill operator participated in the New Development Fees program when applicable fees are assessed and paid at the time Building Permits were issued. A review of recent Property Tax Bills confirmed that the Fire District's Benefit Assessment program has yet to be established, |
| 30.7 | **Construction Timing.** Access roads and water supply systems shall be installed and in service prior to any combustible construction and/or related landfill activity. No construction, excavation, or grading work shall be started on this landfill facility until a plan for water supply system has been submitted to and approved by Contra Costa Environmental Health and the County Conservation and Development Department. Water may be transported onto the site during construction activities, but trucked water shall not be used for ongoing landfill activities. | Completed | Plans for access roads and water supply systems were approved prior to landfill operations. On-site water was to be supplied by wells. See Condition 30.3. Trucked water is used on paved and unpaved roads in accordance with dust suppression requirements of this LUP and in accordance with requirements of the BAAQMD Permit to Operate. See Condition 20.5.<br><br>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991 and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 30.8 | **On-Site Water Storage.** The Landfill developer shall provide an adequate and reliable water supply for fire protection which shall include on-site storage. The storage tank(s) shall have a useable capacity of not less than 240,000 gallons of water and shall be capable of delivering a continuous flow of 1,000 gallons per minute. | Completed | Plans used for conservation were dated 1/16/1992. Storage capacity is approximately 366,000 gallons and is capable of delivering a continuous flow of 1,000 gallons per minute in accordance with this LUP condition.<br><br>See Department of Community Development letter from C. Zahn to B. Olney dated 3/12/1992 which authorized installation of the water tank (Building Permit BP MI 176099); and letter dated 3/24/1992 which authorized installation of the pump house (Building Permit MI 176416).<br><br>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 30.9 | **Fire Fighting Water Main.** If the Landfill developer exercises the alternative of utilizing public water supply, an above-ground main of sufficient size and quantity shall be provided, which when connected to the respective storage tank, shall be capable of supplying the required portable monitor (see Condition 30.11) with a minimum fire flow of 1,000 GPM delivered to the working face of any open cell in the landfill operation. | Completed | The alternative of utilizing a public water supply was not implemented. The existing fire fighting system meets the minimum fire flow requirements of 1,000 GPM and was approved by County Riverview Fire Protection District. |
| 30.10 | **Fire Cover.** The Landfill operator shall store a supply of soil nearby the working face to be used for fire suppressant. The adequacy of the cover stockpile shall be determined by Contra Costa Environmental Health in cooperation with the applicable Fire Protection District. | Completed | Storage of soil near the working face for potential use as a fire suppressant is standard operating procedure. |
| 30.11 | **Fire Fighting Appliance.** The Landfill operator shall provide a minimum of one (1) approved portable master-stream firefighting appliance (monitor) located within fifty (50) feet of each work-ing face of any open cell in the landfill. | In Compliance. On-Going | A portable master-stream firefighting appliance is located near the working face as standard operating procedure in accordance with this LUP condition. |

| Condition | Condition Description | Compliance Status | Comments |
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| 30.12 | **Fire Breaks.** The Landfill developer shall provide and maintain firebreaks as follows: a) A minimum 100-foot firebreak around the perimeter of each landfill disposal area, b) A minimum 60-foot firebreak around the perimeter of the entire site and around any buildings or similar structures. The firebreaks shall be placed to minimize any adverse visual effects. Their locations shall be subject to the approval of the Riverview Fire Protection District. The firebreaks shall be included in the Development and Improvements Plan. | In Compliance. On-Going | **UPDATE: Fire breaks were constructed in 2015, 2016, and 2017 in accordance with this condition.**<br><br>Fire breaks are maintained on a seasonal basis as standard operating procedure in accordance with requirements of the Riverview Fire Protection District.<br><br>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 30.13 | **Fire Extinguishers.** The Landfill operator shall provide landfill equipment with fire extinguishers large enough to fight small fires on the equipment or on the landfill. The extinguishers and their distribution shall be subject to the approval of Contra Costa Environmental Health and the applicable Fire Protection District. | In Compliance. On-Going | Fire extinguishers are located in onsite buildings, operating equipment and maintenance and support vehicles. See Condition 30.5.<br><br>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 30.14 | **Use of Reclaimed Water for Landscaping.** The Landfill Developer shall make every effort to use treated waste water from a district sewage treatment plant for landscape maintenance. The Landfill Developer shall report on this matter to the Conservation and Development Department | In Compliance. On-Going | Use of treated wastewater for landscaping was determined in December 1992 to be infeasible. In a letter from the landfill operator dated 9/24/1992, information was requested on availability and feasibility of treated waste water to meet an annual demand of approximately 1,050,000 gallons per year. Letters were sent to the Delta Diablo Sanitation District (DDSD) and Central Contra Costa Sanitary District (CCCSD).<br><br>In December 1992, the landfill operator submitted a status report to the Community Development Department stating the annual water demand would have to be trucked from either DDSD or CCCSD for use at the landfill site. Neither the transportation/distribution system nor transport capacity existed to deliver the annual demand for water. The landfill operator stated that construction of a pipeline from DDSD to KCL would cost in the millions of dollars for development of a system, exclusive of right-of-way acquisition costs. The system would require necessary governmental and private approvals that were beyond the scope of the condition of approval. The landfill operator expressed a willingness to explore the option for use of reclaimed waste water should a pipeline delivery system become operational sometime in the future.<br><br>See KCLC letter T. Cox (KCLC) to V. Conklin (CDD) dated 12/1/1992. |
| 30.15 | **Equipment and Cleaning.** See Condition 20.24. | Cross-Reference | This condition cross-references another LUP condition. See Condition 20.24. |
| 30.16 | **Smoldering Loads.** The Landfill operator shall check incoming loads and direct vehicles hauling smoking or burning trash to a designated place apart from the current fill area. The loads shall be dumped immediately and the fire extinguished before the waste is incorporated into the fill. | In Compliance. On-Going | The Load Check Program requires checking of all incoming vehicles hauling smoldering loads. Gate operator would notify site foreman at the working face of the need for special handling per this condition. Also see LUP Condition 7.1. |

| Condition | Condition Description | Compliance Status | Comments |
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| 30.17 | **Emergency Equipment Access.** The Landfill operator shall desig-nate access points for local fire protection agency access to all parts of the landfill and routes. The access points shall be included in the Development and Improvements Plan and shall be subject to the approval of the Riverview Fire Protection Dis-trict. | In Compliance. On-Going | Designated emergency access points were approved by RFPD.<br><br>Approval by RFPD substantiated by CDD on 10/23/1991. See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 30.18 | **Smoking Prohibitions.** The Landfill operator shall prohibit smoking on the landfill except in designated areas. In no event shall smoking be allowed near the working face of the landfill and the fuel storage area. Signs shall be clearly posted and enforced. | In Compliance. On-Going | On-site signage is installed that prohibits smoking in all landfill operations areas. |
| 30.19 | **Toilets.** The Landfill operator shall provide portable chemical toilets near the active disposal area for use of workers and drivers. Their placement and maintenance shall be subject to the approval of Contra Costa Environmental Health. | In Compliance. On-Going | Included in FDIP, Section 10.9. Placement of chemical toilets in safe and convenient locations is standard operating procedure within the disposal operations area and ancillary facilities.<br><br>Sanitary facilities are provided for employees and visitors at the landfill administrative building. Locker, rest room, and shower facilities are provided for employees in the maintenance building. Bottled drinking water is provided at the administrative building and maintenance building. |
| 30.20 | **On-site Septic System.** Septic systems shall be designed to County Department of Health Service Standards, and State Health and Safety Code requirements. The Landfill developer shall pay for any treatment plant fees. | In Compliance. On-Going | Septic systems were designed, approved, and constructed per County and State standards. |
| 30.21 | **Sewer Line.** In the event that the Landfill developer elects to connect to a sewer line, the developer shall pay for any capacity studies required, and any resultant equipment and/or facilities. | Completed | Landfill developer elected to construct an on-site septic system. Connection to a sewer line has not been determined to be necessary. |
| 31.1 | **Waste Reduction and Resource Recovery Objective.** The Landfill operator shall manage the facility in such a manner that complies with the State's waste management hierarchy of source reduction, recycling and composting, and environmentally safe transformation and land disposal; and that is consistent with the Countywide Integrated Waste Management Plan. | Objective | This is solely an Objective. See Conditions 31.2 - 31.10.<br><br>**UPDATE: Please see updates of Conditions 31.4 through 31.6 below.**<br><br>The Landfill operator generally manages the facility consistent with prevailing requirements of CalRecycle, the Countywide Integrated Waste Management Plan, and other permits. The Waste Reduction and Resource Recovery Program is included in the FDIP, Sections 6.1 through 6.5. Condition 17i (Waste Reduction and Resource Recovery) of the SWFP further requires that wastes transported by transfer vehicles should originate from transfer stations where waste reduction and recovery activities take place. |
| 31.2 | **1990-1995 Resource Recovery Program.** The Landfill Operator shall participate with the transfer station(s) operators(s), route collection companies and direct haulers in designing and implementing a resource recovery and recycling program for the service area which is consistent with the goal of diverting 25 percent of all solid waste generated in the County from landfill facilities by January 1, 1995. | Completed | The Resource Recovery Program for 1990-1995 is included in FDIP, Section 6.1. No substantive resource recovery activiteis were conducted at Keller. |

| Condition | Condition Description | Compliance Status | Comments |
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| 31.3 | **1996-2000 Resource Recovery Program.** Prior to 1995, the Landfill operator shall prepare and submit for review and approval by the County Conservation and Development Department a resource recovery and recycling program for the service area covering the period from 1996-2000. This shall be consistent with the County¬wide Integrated Waste Management Plan's goal of diverting a total of 50 percent of all solid waste generated in the County from landfill facilities by January 1, 2000. | Completed | The Resource Recovery Program for 1996-2000 is included in FDIP, Section 6.2. Initiated on-site resourcce recovery activities authorized by regulatory changes allowing waste derived cover materials and beneficial reuse materials to be treated as diversion. |
| 31.4 | **Materials Recovery.** The Landfill operator shall prepare and implement a Material Recovery Program for recovering recyclable materials (e.g. construction and demolition debris) from refuse loads brought directly to the landfill. The Program shall describe in detail all existing and proposed on-site recovery activities and the associated percent of waste diversion for each, including materials diverted for use as cover, on-site beneficial reuse as well as transported off-site (e.g. biomass facilities). The Program shall include proposed on-site recovery activities intended to handle source separated loads and comingled loads to be sorted on-site to increase diversion, if applicable. The Program shall be consistent with the Countywide Integrated Waste Management Plan. The landfill operator shall record and report the weight of all material(s) recovered through the Material Recovery Program. Each type of recovered material being diverted must be weighed for reporting purposes. Materials accepted for beneficial reuse or ADC, which are subsequently deemed unsuitable and must therefore be disposed of, shall be weighted and reclassified for the purposes of reporting and fee calculation. Incoming quantities required to be tracked and reported by waste type and jurisdiction of origin, pursuant to Conditions 8.7 and 10.3 must accurately differentiate between the tons disposed, beneficially used on-site or sent off-site. Quarterly disposal reports must also accurately reflect the destination and tonnage of each type of recovered material sent off-site, if applicable. The Program shall be subject to the approval of the County Department of Conservation and Development. | In Compliance. On-Going | **UPDATE: On March 22, 2017, the new direct haul conditions (COA 8.5 through 8.8) added to KCL's LUP as part of the 2015 permit review, took effect. These four COAs limit the types of direct haul waste loads eligible for disposal based on the types of wastes/materials recovered from mixed loads received at local transfer stations. Due to the operational changes necessitated this year as a result of these new direct haul conditions, the loads of mixed waste being hauled directly to the landfill should not contain adequate recyclable materials (e.g. construction and demolition debris) to warrant the establishment of on-site sorting and recovery activities. KCL ceased accepting for disposal direct haul loads of mixed waste deemed recoverable at transfer stations. Therefore, the Material Recovery Program submitted by KCL in 2016 and updated in 2017 (replaces FDIP Section 6.3) focuses on on-site recovery of source-separated loads of material types deemed suitable for use as daily cover, alternative daily cover or other on-site beneficial reuse.**<br><br>Revised information was submitted to DCD in the Fall of 2016 with information intended to update what is specified in FDIP Section 6.3. Updated Material Recovery Program information submitted in October 2016 was reviewed and approved ensures consistency with current Countywide goals and requirements and intent of this condition.<br><br>The initial Materials Recovery program was included in FDIP, Section 6.3. However, the Countywide Integrated Waste Management Plan was not approved by the State until 1993. |
| 31.5 | **Composting Project.** The Landfill operator shall develop and implement a program for composting organic material. The program may occur at the landfill site, off-site or in coordination with third party(ies), and shall be approved by Contra Costa Environmental Health and the Department of Conservation and Development. The compost shall be used for landfill landscaping, cover material or other approved on-site uses; alternatively, compost can be made available or sold off-site. The purpose of the composting program shall be to implement a cost effective and feasible means of providing adequate local organics diversion capacity through large-scale composting. The composting operations shall be subject to regulatory and permitting requirements enforced by Contra Costa Environmental Health, the Air District and the Water Board. No later than January 1, 2016, the Landfill operator shall submit substantiation that they have applied for the required regulatory approvals (permits) processes necessary to conduct large-scale composting or demonstrate that arrangements are underway to implement an equivalent off-site program. The Landfill operator shall make all feasible efforts to assist the County in ensuring that there will be adequate composting capacity available to readily divert the organics waste stream generated in Contra Costa County which is currently used as Alternative Daily Cover (ADC) prior to the sunset of the ADC diversion credit on January 1, 2020. | In Compliance. On-Going | **UPDATE: A concept for a composting operation is included in FDIP, Section 6.4. Some compostable green waste has been diverted as Alternative Daily Cover since authorized to do so by CCEH starting with their 12-month Demonstration Project in April 1999. Documentation was submitted to DCD in the Fall of 2016 with information intended to update what is specified in FDIP Section 6.4. As of October 1, 2016 there are only three cities in the County which do not require that their franchise hauler compost the greenwaste collected curbside. One of those cities has commited to have their curbside greenwaste composgted by 2018. Republic Services has adequate capacity to compost the greenwaste from the two remainign cities at their Northern California operations including the WCCSL Organic Materials Processing Facility (OMPF) in Richmond; Forward Landfill in Manteca; and Newby Island Resource Recovery Park in Milpitas Updated program information was submitted in October 2016, where RS will use their network of facilities to provide for composting facility capacity needed** |

| Condition | Condition Description | Compliance Status | Comments |
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| 31.6 | **Wood Chipping.** The Landfill operator shall establish a program to encourage landscape services and construction/demolition debris haulers to segregate wood material for chipping and diversion from landfill disposal. The program may occur off-site, however unless and until there is on-site recovery (waste diversion as defined in the Integrated Waste Management Act) the Landfill operator shall direct these customers to deliver loads of landscaping and construction/demolition debris to facility(ies) that recover and chip wood material. The program shall be submitted for review and approval by the County Department of Conservation and Development and implemented on an ongoing basis following approval. | In Compliance. On-Going | **UPDATE: Wood chipping is not proposed to occur on-site at KCL in the forseeable future. The updated wood chipping program submitted by the operator in 2016 has been deemed adequate to satisfy this condition. The wood chipping program is designed to direct wood waste to existing wood chipping operations at two off-site locations in central and west county, the Contra Costa Transfer and Recovery Station (County File LP 2122-86) in Martinez and the Bulk Materials Processing Center (County File LP 2054-92) in Richmond. Procedures and protocols are in place for inspection, refusal, and re-direction of wood waste loads that are to be processed at a local transfer/recovery facility.**<br><br>Revised information was submitted to DCD in the Fall of 2016 to replace the previously submitted written program contained in Section 6.5 of the FDIP. Although DCD issued conditional approval on August 21, 2003 allowing the operator to implement a wood chipping operation, a wood chipping operation was never implemented on-site. |
| 31.7 | **Methane Recovery.** The Landfill operator shall explore the use of methane in landfill gas collected for air pollution reduction as a fuel commodity. The operator shall report findings to the Conservation and Development Department at the time of the landfill's periodic reviews. If there is an economic use found for recov¬ered methane, and if the County subsequently includes the use in its Integrated Waste Management Plan, the Landfill operator shall implement a methane recovery program. | Completed | **UPDATE: More methane is being generated than is needed to operating the existing landfill gas power plant at maximum capacity, therefore some methane is being sent to the enclosed flare on-site. The landfill gas power plant operator is exploring options for increasing the amount of methane recovered to generate power.**<br><br>A landfill gas power plant was determined by the landfill operator to be feasible in August 1998. The LFGTE power plant became operational in 2009 and is addressed in Section 36. Landfill Gas Plant of this LUP. See Condition 20.13. |
| 31.8 | **Equipment Maintenance.** The Landfill operator shall maintain motorized landfill equipment to assure maximum fuel efficiency. | In Compliance. On-Going | Equipment maintenance is performed according to manufacturer specifications and at required intervals. Maintenance records are maintained by the operator and available for review by County agencies. See LUP Condition 20.24 |
| 31.9 | **County Resource Recovery Management Program.**<br>a) When directed by the County, the Landfill operator shall impose a tonnage surcharge adequate to support a County Resource Recovery Management Program. The cost of the program to be supported by the surcharge shall not exceed $100,000 at 1987 levels. If other solid waste disposal facilities are subject to this or a similar condition, the County may pro-rate the cost of the program among them according to a formula approved by the Board of Supervisors.<br>b) As provided for in Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended the collection of this Resource Recovery Management Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 31.9 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d). | In Compliance. On-Going | In 1994, the Board of Supervisors approved the First Amended Landfill Franchise Agreement which included a provision specifying that the Franchise Surcharge to be paid by the operator would cover the cost of all current County programs (required or authorized by the Use Permit or the Agreement) except the LEA and AB939 Fees. |
| 31.10 | **Fund Recovery.** The Landfill owner may recover funds provided to the County in advance of the opening of the Landfill through subsequent rate adjustments or surcharges approved by the County. The County may pro-rate the cost of the program among other waste disposal facilities it approves which are subject to similar conditions. | No Longer Applicable | Condition Acknowledged. |

| Condition | Condition Description | Compliance Status | Comments |
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| 32.1 | **Hours of Construction.** The Landfill developer shall restrict outdoor construction activities to the period from 8:00 a.m. to 6:00 p.m. Monday through Saturday. | In Compliance. On-Going | Outdoor construction activities are restricted to the hours and days specified in this LUP condition and Section 5b of the SWFP. |
| 32.2 | **Exemption.** The Landfill developer may request, in writing, and the Director of Conservation and Development may grant, exemptions to Condition 32.1 for specific times for cause. An example is the placing of concrete. | In Compliance. On-Going | During certain phases of the landfill's development, the developer has been granted exemptions pursuant to this Condition when circumstances warranted in response to written requests that were received by County DCD. |
| 32.3 | **Access Roads**. Before commencing landfilling operations, the Landfill developer shall install and pave the site access road from Bailey Road to the Phase I excavation area (see Initial Facilities Site Plan drawing of the Initial Development and Improvements Plan, Condition 16.1). This installation shall include the new bridge over Lawlor Creek and the turnaround lane. An area which can be used by the California Highway Patrol for vehicle inspection/weighing shall also be constructed. | Completed | Included in FDIP, Section 11.1, Drawings 8-13, approved by the Community Development Department on 10/25/1991. |
| 32.4 | **Phasing Plan.** The Landfill developer shall design a Phasing Plan setting forth a schedule of construction activities and projects, with detailed information provided on sensitive installations such as the landfill liner and the leachate collection and gas management systems. Sensitive installation projects shall be subject to inspection by the Geotechnical Inspector (Condition 23.6). The necessary installations of the Surface Drainage System (Condition 18.2) and Soil Erosion and Control Plan (Condition 18.4) shall be in place before major excavations commence in order to ensure controlled surface water runoff. Sediment in the sedimentation pond shall be monitored to control quality of runoff. Construction activities shall be timed to coincide with the dry season and low surface water flows. | Completed | Included in FDIP, Section 3.1 (Drawings 25-38)<br><br>The Phasing Plan was approved by CDD on 10/25/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 32.5 | **Unstable areas.** Areas determined to be unstable by the Stability Analysis performed for the landfill (condition 18.4) shall be excavated or retaining walls installed under the supervision of a Certified Engineering Geologist or a Registered Geotechnical Engineer. | Completed. Updated As Needed | Evaluation of unstable areas is an on-going activity at KCL. Each design phase considers use of buttresses and other practices required for cell stability. All design and construction quality assurance documents are submitted to and approved by the RWQCB. Also see LUP Condition 16.12. |
| 32.6 | **Dust Suppression.** The developer shall sprinkle or chemically treat graded areas, borrow sites, stock piles, and temporary pavements to control dust, as determined necessary by Contra Costa Environmental Health and the Bay Area Air Quality Management District. | In Compliance. On-Going | Dust suppression is performed in accordance with this LUP condition and LUP Condition 20.5, Condition 17k(d) of the SWFP, and requirements of Condition #17309 of the Major Facility Review permit issued by BAAQMD.<br><br>See Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992. |

| Condition | Condition Description | Compliance Status | Comments |
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| 33.1 | **Submittal of Plan.** The Landfill operator shall submit to the San Francisco Regional Water Quality Control Board, the California Department of Resources Recycling and Recovery, and Contra Costa Environmental Health a plan for the closure and the postclosure maintenance of the landfill as required by State law, but no later than upon appli¬cation for a Solid Waste Facilities Permit. A copy of the closure and postclosure maintenance plan shall be submitted to the County Conservation and Development Department. | In Compliance. On-Going | **UPDATE: On September 6, 2016, CalRecycle issued letter approval of the Preliminary Closure and Postclosure Maintenance Plans submitted as part of the Joint Technical Document. The San Francisco Bay Regional Water Quality Control Board approved the plans in an email dated August 23, 2016. CCEH deferred recommendation for approval of the plans to CalRecycle in a letter dated August 25, 2016.**<br><br>Initial plans submitted September 30, 1994; Approved by RWQCB on November 28, 1994 (See RWQCB Letter from R. McMurtry to S. Mann (CIWMB) dated 11/28/1994). A Preliminary Closure and Post-Closure Maintenance Plan have been submitted pursuant to Title 27 CCR 21780.<br><br>See Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992. |
| 33.2 | **Funding of Closure and Postclosure Maintenance Plan.** The Landfill operator shall submit to the Board of Supervisors or California Department of Resources Recycling and Recovery (CalRecycle) evidence of financial ability to provide for the cost of closure and postclosure maintenance in an amount not less than the estimated cost of closure and 15 years of postclosure maintenance as contained in the submitted closure and postclosure maintenance plan unless otherwise required by the State. Evidence of financial ability shall be in the form of a trust fund approved by the Board of Supervisors in which funds will be deposited on an annual basis in amounts sufficient to meet closure and postclosure costs when needed unless an equivalent financial arrangement is identified as acceptable to the Board of Supervisors. The Board of Supervisors determined that the State required financial guarantees approved and periodically reviewed by CalRecycle are equivalent and therefore adequate to satisfy this condition. The Landfill operator shall maintain a trust fund balance that equals or exceeds the requirements of state law or regulation notwithstanding, however, the trust fund balance shall be at least equal to the then current closure and postclosure cost estimate at such time the landfill has reached one-half of its permitted capacity. The Trust Fund balance requirement shall be appropriately adjusted if the landfill is closed in stages under Condition 33.4. | Completed. Updated As Needed | **UPDATE: The landfill operator fulfilled financial assurance requirements for closure and post-closure funding for 2015, 2016, and 2017. A Financial Assurance Letter and surety bonds were submitted to meet the requirements of Title 27, California Code of Regulations, Section 22244 (a) and (c).**<br><br>KCLC provided evidence of financial ability to SFRWQCB & HSD in a letter and supporting documentation dated October 24, 1991.<br><br>Landfill facility bonds for closure, post-closure, and corrective action are updated annually according to inflation rates set by CalRecycle. CalRecycle issues letters after reviewing bonds submitted to confirm if they adequately satisfy regulatory requirements. These details are noted in the annual Activities Reports now regularly being submitted by the operator, along with copies of the surety bonds submittted to CalRecycle..<br><br>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. |
| 33.3 | **Revision to Plan and Cost Estimates.** Should State law or regulation regarding the closure and postclosures maintenance plan or funding of the plan change at any time, the owner of the landfill shall submit any required changes to the closure and postclosure maintenance plan and/or evidence of financial ability to the Board at the same time as submittal to the applicable state or regional agency. | Completed. Updated As Needed | CCR Title 27 now requires that landfill operators update financial assurances (bonds) for closure and post-closure annually, according to inflation rates set by CalRecycle. Copies are included as attachments to the annual Activities Report submitted to the County. |
| 33.4 | **Staged Closure of the Landfill.** The landfill owner or operator shall close the landfill in stages if compatible with the filling sequence and the overall closure plan. | Not Yet Required | Condition acknowledged. |
| 33.5 | **Use of Landfill Following Closure.** After active landfill opera-tions have ceased, the site shall be utilized for grazing pur-poses. The Board may require the owner of the landfill to deed all develop-ment rights for the landfill site to the County to ensure fulfillment of this condition. | Not Yet Required | Landfill lifespan is projected to continue for an additional 30 to 35 years or more depending on operating assumptions. |

| Condition | Condition Description | Compliance Status | Comments |
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| 33.6 | **Postclosure Maintenance.** The Landfill operator shall institute a postclosure maintenance program to ensure that containment and monitoring facilities retain their integrity. If damaged areas are found, the operator shall notify the County and take remedial actions to prevent odor and landfill gas problems. | Not Yet Required | The JTD for Keller Canyon Landfill was updated in May 2016 and filed with Contra Costa Environmental Health, CalRecycle and County DCD.<br><br>The Preliminary Closure and Post-Closure Maintenance Plans are presented in May 2016 Draft JTD, Volume 1, and were prepared in accordance with 27 CCR, Sections 21769(b) and 21790. |
| 34.1 | **Storage Requirement.** The Landfill operator shall provide a minimum 10-acre area on the landfill site for the storage of abandoned vehicles awaiting salvaging, if required by the Board of Supervisors. The storage site operator shall accept only vehicles directed to the site by a law enforcement agency operating in Contra Costa County, which shall be responsible for the vehicle until its title is conveyed to a salvager. The site would provide storage only; operations of disposing, salvaging, and security of abandoned vehicles shall not be the responsibility of the operator. The site may be subject to further planning and development approvals, and would be subject to the California Environmental Quality Act. The storage of abandoned vehicles shall be subject to conditions set by Contra Costa Environmental Health, and may be subject to the approvals of regulatory agencies having jurisdiction. | Not Yet Required | Implementation of this condition is not yet required due to a lack of demand. The County Sheriff's Department coordinates storage of abandoned vehicles at other facilities prior to final demolition and transport. Operator does not propose to store abandoned vehicles at the landfill without authorization from the County. |
| 34.2 | **Off-site Storage Option.** The Landfill operator may establish the abandoned vehicle storage area at another location, which shall be subject to the approval of the County Conservation and Development Department. | Not Yet Required | Implementation of this condition is not yet required. No requests have been received from the County Sheriff's Department for the Operator to establish an off-site abandoned vehicle storage area. |
| 35.1 | **Transportation System Impact Fee:** The Landfill operator shall pay to the County of Contra Costa a Transportation Impact Fee of $2.00 per ton of waste received at the Landfill to mitigate the general impacts of the Landfill-generated traffic on the County's road system. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index. | Cross-Reference | This condition cross-references another LUP condition, in effect it has been superceded by Condition 35.8.<br>The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of this Condition as long as the new Condition 35.8 remains in full force and operation.<br><br>Mitigation fees have been paid to the County since the landfill opened on May 7, 1992. |
| 35.2 | **Open Space and Agricultural Preservation Fee.** The Landfill operator shall pay to the County of Contra Costa an Open Space and Agricultural Preservation Fee of $2.00 per ton on solid wastes received at the Landfill to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index. | Cross-Reference | This condition cross-references another LUP condition, in effect it has been superceded by Condition 35.8. The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of this Condition as long as the new Condition 35.8 remains in full force and operation.<br><br>Mitigation fees have been paid to the County since the landfill opened on May 7, 1992. |

| Condition | Condition Description | Compliance Status | Comments |
|---|---|---|---|
| 35.3 | **Property Value Compensation Program.** The Landfill operator shall provide funding for the preparation of a property value compensation program study when requested by the County of Contra Costa. The study will address the means of determining the extent of property value losses or reductions attributable to Landfill impacts, such as aesthetics, noise, traffic, or pollution, and the means of compensating property owners for said losses or reductions. When a compensation program is adopted by the Board of Supervisors, the Landfill developer shall fund it in the manner specified by the Board. If the Board of Supervisors determines that progress on the implementation of a compensation program is not proceeding in a timely manner, the Board may require the use of a facilitator and/or an arbitrator. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. | Completed | The County issued payments totaling approximately $476,400 to property owners near the Keller Canyon Landfill as part of the Keller Canyon Landfill Property Valuation Mitigation Claim Process adopted by the Board of Supervisors. The Board approved the program in 1997 after several studies and multiple hearings related to LUP condition of approval 35.3. |
| 35.4 | **Resource Recovery Program Fee.**<br>a) The Landfill developer or operator shall pay to the County of Contra Costa a resource recovery program fee of $200,000 annually, beginning July 1, 1990. The developer or operator shall deposit the monies in a segregated account established by the County. The extent of the fee shall be subject to reconsideration when a franchise or agreement is established for the Landfill. The resource recovery program fee from its inception shall be a pass-through business cost for the purpose of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.<br>b) As provided for under Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended this Resource Recovery Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 35.4 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d). | No Longer Applicable | In 1994, the Board of Supervisors approved the First Amended Landfill Franchise Agreement which included a provision specifying that the Franchise Surcharge to be paid by the operator would cover the cost of all current County programs (required or authorized by the Use Permit or the Agreement) except the LEA and AB939 Fees. |
| 35.5 | **Violation of Prescribed Haul Route.** Upon a receiving a written determination from the County that a user of the Landfill has violated Condition 29.2 by using a prohibited access route, the Landfill operator shall impose on that user the sanction that is directed by the County. Such sanction may include a surcharge on the tipping fee, prohibition against accepting waste from that user for a designated period of time, revocation of County refuse-hauling license, or other sanction directed by the County. A system for reporting alleged violation and for monitoring enforcement data shall be established by the County and implemented by the Landfill operator. | In Compliance. On-Going | **UPDATE: There have been no violations of the prescribed haul route in 2015, 2016, and 2017 to-date.**<br><br>The facility is in compliance with this condition. No sanctions have been imposed for violation of the prescribed haul route. |
| 35.6 | **Direct Property Acquisition Study.** The Landfill operator shall study the appropriateness of direct acquisition of properties immediately adjacent to the project, and shall fund any acquisition program ordered by the Board of Supervisors. The study shall be consistent with the Environmental Impact Report and shall be completed prior to the issuance of a franchise agreement. | Not Yet Required | Condition Acknowledged. No acquisition program has been ordered by the Board of Supervisors. |

| Condition | Condition Description | Compliance Status | Comments |
|---|---|---|---|
| 35.7 | **Adjoining Sites.** This permit authorizes the use of the Keller Canyon Landfill site only for its specified waste disposal uses as set forth in these Conditions of Approval, and for no other uses. In particular, during the effective and operative periods of this Permit, the Keller Canyon site covered by this Permit shall not be used to provide access to, or to accommodate in any way the use of, any adjoining property for landfill purposes, unless the County has approved the use of such adjoining property for landfill purposes. | Informational | Condition Acknowledged. KCL site has not been proposed or used to provide access to or accommodate use of adjoining property for landfill purposes. |
| 35.8 | **Mitigation Fee.** The Landfill operator shall pay to the County of Contra Costa a fee, the amount of which may be set by the Board of Supervisors by a Board Order from time to time, which amount shall not be less than $3.00 per ton and shall not be more than $4.00 per ton, on solid waste received at the Landfill. The fee shall be used as directed by the Board in its sole discretion: 1) to mitigate general impacts of the Landfill-generated traffic on the County's road system, 2) to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture, or 3) to mitigate any general impacts of the Landfill upon the surrounding community.Conditions 35.1 and 35.2 of Land Use Permit 2020-89 are hereby stayed in their operation as long as Condition 35.8 remains in full force and operation. Should Condition 35.8 (or any portion of it) for any reason be set aside or stayed in its operation, then Conditions 35.1 and 35.2 shall be in full force and operation. | In Compliance. On-Going | This Condition was added by Amendment 1 to Land Use Permit 2020-89 which the Board of Supervisors approved on November 1, 1994. A fee of $3.00 per ton has been collected since landfill openring, of which $1.75 per ton is allocated to the County, and $1.25 per ton is allocated to the City of Pittsburg..The County Board of Supervisors awards grants from the Keller Canyon Landfill Mitigation Fund to County agencies and community-based organizations in the Bay Point and Pittsburg communities. Grants totaling $1,292, 081 were awarded in the 2013-2014 fiscal year. |
| 36.1 | **Power Plant Design.** The design of the Landfill Gas Power Plant project as approved is generally shown on the plans submitted to the Conservation and Development Department on October 16, 2001. | Informational | Condition Acknowledged. |
| 36.2 | **Ultimate Responsibility**. These conditions of approval identify the Landfill Gas Power Plant operator as the party primarily responsible for implementing conditions involving the design, construction, improvements, maintenance and management of the power plant. However, ultimate responsibility for compliance with these conditions lies with the owner of the landfill. | Informational | Condition Acknowledged. Landfill Gas Power Plant (building and equipment) is owned and operated by Ameresco Keller Canyon L.L.C. |
| 36.3 | **Keller Canyon Landfill Land Use Permit.** The construction and operation of the Landfill Gas Power Plant is also subject to all other conditions in Land Use Permit 2020-89 for the Keller Canyon Landfill, as appropriate. | Informational | Condition Acknowledged. |
| 36.4 | **Violation/Revocation.** The Landfill Gas Power Plant owner and operator shall at all times comply with the provisions and requirements of these Conditions of Approval. A repeated violation of any of these Conditions as a result of the construction or operation of the Power Plant is cause for revocation of the Land Use Permit for the power plant. | In Compliance. On-Going | There have been no violations of conditions of approval in Section 36. Landfill Gas Power Plant |
| 36.5 | **System Safety.** Risk of fire (from gas, oil, or electrical sources) shall be controlled through the use of flame sensors, ultraviolet (UV) radiation and methane detectors, and fire extinguishers. These components shall be installed at a minimum, in the power modules, exhaust and cooling packages, and other locations as required by Code. | In Compliance. On-Going | Facility Safety System was designed and installed in accordance with this LUP condition and other requirements of the County Building Inspection Department and Riverview Fire Protection District. |
| 36.6 | **Equipment and System Monitoring.** Instrumentation shall be provided for all power plant equipment and systems which provide for a fully automated monitoring and warning system. This will include an automated switch to combustion flare if necessary. Additionally, routine monitoring of the gas extraction system and power plant facility shall be performed during normal business hours by at least one on-site operator. | Completed. On-Going | Equipment and System Monitoring was designed and installed in accordance with this LUP condition and other requirements of the County Building Inspection Department and County Fire Protection District. |

| Condition | Condition Description | Compliance Status | Comments |
|---|---|---|---|
| 36.7 | **Engines.** Power plant facilities shall use lean burn internal combustion engines to meet BAAQMD regulations for oxides of nitrogen (NOx), carbon monoxide (CO) and volatile organic compounds (VOC). | Completed. On-Going | Engines meeting the requirements of this condition were installed in accordance with requirements of the BAAQMD. |
| 36.8 | **Hazardous Materials.** Landfill Gas Power Plant operator shall prepare and submit a Hazardous Materials Business Plan for the Power Plant in compliance with requirements of the Hazardous Materials Division of Contra Costa County's Health Services Department. | Completed. On-Going | Ameresco Keller Canyon LLC submitted the Hazardous Materials Business Plan to the County DCD and HSD-Hazardous Materials Division in October 2009. |
| 36.9 | **Emergency Response**. Landfill Gas Power Plant operator shall submit a facility specific Emergency Response Plan and then implement and update as needed, said Plan. | Completed. On-Going | Ameresco Keller Canyon LLC submitted the Emergency Response Plan to the County DCD and Contra Costa Environmental Health in October 2009. |
| 36.10 | **Notification of Plant Upset or Accidental Release.** Landfill Gas Power Plant operator shall notify the Conservation and Development Department immediately of any plant upset or accidental leakage or release of landfill gas. A written report of the cause of any plant upset and the corrective measures taken by the facility operator, shall be provided to the Conservation and Development Department within 72 hours after resolving an emergency. | Not Yet Required | Condition Acknowledged. To date there have been no incidents of plant upset or accidental leakage or release of landfill gas. |
| 36.11 | **Stormwater Pollution Prevention Plan (SWPPP).** Landfill Gas Power Plant operator shall implement the Keller Canyon SWPPP (prepared in 1996 and as may be amended from time to time), for water resources protection measures in case of spill of coolant, oil, or other lubricant. | In Compliance. On-Going | The landfill operator complies with the current SWPPP for the site. Any stormwater from the landfill gas power plant is included in the site drainage system in accordance with the WDRs and SWPPP. The landfill gas power plant processes do not use or discharge water, and a SWPPP specifically for the landfill gas power plant does not exist. For addressing potential spills of operating fluids, the landfill gas power plant operator submits annual plans and reports to Contra Costa Health Services in compliance with the California Environmental Reporting System (CERS). The plant's CERS ID for CCEH's California Accidental Release Prevention Program (CUPA) is 10479961. See AMERESCO (Keller Canyon, LLC) Industrial Storm Water Pollution Prevention Plan dated October 2009. |
| 36.12 | **Facility Design.** Power Plant facilities shall be painted Bronze Olive or other suitable color as approved by the Conservation and Development Department. Power Plant operator shall install a perimeter security fence to enclose the power plant. | Completed | Building color was approved by the County and a perimeter fence was constructed. |
| 36.13 | **Power Plant Landscape Plan.** A Landscape Plan for the Power Plant site shall be submitted subject to the approval of the Conservation and Development Department. The location and types of landscaping proposed along the security fence shall be specified. | In Compliance. On-Going | **UPDATE: A Landscape Plan was submitted to DCD staff on December 9, 2016 per this condition. The landscape plan has not yet been implemented. The power plant site and immediately adjacent operations areas are currently the subject of feasibility studies for upgrade of the landfill gas collection and processing infrastructure, and potential modifications to other landfill infrastructure. Construction in the adjacent operations areas could result in the destruction and removal of any landscaping installed under the December 2016 plan.**<br><br>Landscaping Plan initially submitted in 2006 and again along with other plans/drawings submitted in order to have the Building Permit(s) issued in 2007. The original landscaping that was installed to meet this condition died as a result of California's drought conditions. Although the view of the proposed power plant and the other landfill environmental management facilities from neighboring residences is obstructed by topography. |

# EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

| Condition | Condition Description | Compliance Status | Comments |
|---|---|---|---|
| 36.14 | **Construction.** Upon completion of construction, all construction materials, including packaging materials, worker facilities, and debris will be removed from the site. Additionally during construction all excess materials shall be removed periodically, as needed. | Completed | Construction materials were removed from the site upon completion of construction per this condition. |
| 36.15 | **Material Recycling.** Whenever feasible, all oils, lubricants, and coolant shall be recycled rather than disposed. Prior to issuance of a building permit, the applicant shall submit a Debris Recovery Plan. Upon completion of construction, the applicant shall submit a Debris Recovery Report. | Completed | A Debris Recovery Plan was submitted to the Community Development Department on January 11, 2007 and approved by the department on January 12, 2007 (CDD Letter from L. Thompson to Ameresco). All oils, lubricants, and coolants are recycled. Final inspection hold was released at the time the Debris Recovery Report was submitted, however staff has been unable to locate hardcopy documentation. |
| 36.16 | **Implementation & Compliance Monitoring.** The operator shall provide payment for costs associated with the Conservation and Development Department's monitoring of implementation and compliance with these Conditions of Approval. | In Compliance. On-Going | Landfill gas power plant operator has issued any payments required for DCD monitoring costs. |
| 36.17 | **Surcharge.** A surcharge, if established by the County Board of Supervisors, shall be paid to the County, by the operator, related to the sale of landfill gas or the sale of electricity produced by burning said gas. | In Compliance. On-Going | The County Board of Supervisors established a 1.5% surcharge at the time the Landfill Gas Power Plant was approved which began operation in 2009. This 1.5% surcharge of gross revenue is for the period of year one through ten of the project operations and raised to two percent 2% of gross revenue during year eleven through the life of the project. Landfill gas power plant operator has routinely issued payment as required by this condition. |

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 11, 2018

Subject: Resolution No. 2018/582 Memorandum of Understanding with the Deputy District Attorneys' Association

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/582 approving the Memorandum of Understanding (MOU) between Contra Costa County and the Deputy District Attorneys' Association (DDAA) implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of July 1, 2018 through June 30, 2022.

**FISCAL IMPACT:**

The estimated annual cumulative cost of the negotiated contract is $576,000 for FY 2018/19, $1.9 million for FY 2019/20, $2.5 million for FY 2020/21, and $3.4 million for FY 2021/22. For the 2020 year and beyond, projections are based on current enrollment and an average eight percent medical inflation cost each year. The out-year on-going annual cost for the contract is estimated at $3.5 million.

**BACKGROUND:**

The DDAA began bargaining with Contra Costa County on or about May 7, 2018. A Tentative Agreement was reached between the County and the DDAA on December 4, 2018 and ratified on December 6, 2018. The resulting Memorandum of Understanding is attached.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

By: , Deputy

**cc:** Robert Campbell, County Auditor-Controller, Diana Becton, District Attorney, Dianne Dinsmore, Human Resources Director

BACKGROUND: (CONT'D)

>

In summary, the significant changes are:

- Duration of Agreement – Section 32.4
  - The term of the agreement is from July 1, 2018, through June 30, 2022.
- General Wages – Section 5.1
  - Effective January 1, 2019, the salary of all classifications represented by DDAA will be increased by 5%
  - Effective July 1, 2019, the salary of all classifications represented by DDAA will be increased by 4%
  - Effective July 1, 2020, the salary of all classifications represented by DDAA will be increased by 3%
  - Effective July 1, 2021, the salary of all classifications represented by DDAA will be increased by 4%
- Grievance Procedure - Section 8
  - Modifies grievance procedure to add additional steps (Step-2, Department Head; Step-3 Labor Relations; and Step-4, Mediation) and eliminate previous Step-2 (Board of Adjustment) to make more consistent with standard County practice.
- Sick Leave – Section 11
  - Updates reference to current Administrative Bulletin (No. 411.8) regarding County's sick leave policy.
- Leave of Absence – Section 12
  - Updates reference to "Family and Medical Leave Act/California Family Rights Act" throughout entire section when applicable. Makes provisions consistent with state and federal laws.
- Health, Life and Dental Care – Section 13
  - The County will adjust its monthly premium subsidies for active employees as follows:
    - For the 2019 plan year, the County will adjust its monthly premium subsidies to cover at least the increases for the 2019 plan year;
    - Beginning January 1, 2020, the County will provide a premium subsidy of up to 75% of the second lowest priced non-deductible HMO plan (currently Kaiser A) for Employee and Employee +1, and 76.5% for Employee +2 or more;
    - Beginning January 1, 2021, the County will provide a premium subsidy of up to 78.5% of the second lowest priced non-deductible HMO plan (currently Kaiser A) for all tiers; and
    - Beginning January 1, 2022, the County will provide a premium subsidy of up to 80% of the second lowest priced non-deductible HMO plan (currently Kaiser A) for all tiers.
  - Annual contributions into an HSA for active employees who are enrolled in an eligible High Deductible Health Plan and who have an HSA.

- Inclusion in the Joint Labor/Management Benefits Committee.

- Attorney Fixed Term Class – Section 27
  - Provides that Fixed-Term attorney class is eligible for Professional Development Reimbursement on January 1 of each year.
- Law School Student Loan Reimbursement Program – Section 28
  - Increases reimbursement amount by six thousand dollars ($6,000).
- Non-Healthcare/Non-General Wage Reopener - Section 33 (new)
  - Provides a 2020 reopener for the limited purpose of negotiating over a specific and finite list of non-healthcare/non-general wage/non-lump sum issues identified by the Union and agreed upon by the County. The sum of $2 million will be divided on a per capita basis of total Healthcare Coalition union-represented employees per union as of October 1, 2018. The $2 million will have a start date no earlier than January 1, 2021.
- State Bar Fingerprinting Requirement - Section 34 (new)
  - Provides for Live Scan service performed by the Human Resources Department at no cost to the employee. A one-time credit to professional expenses will be made for employees who have already completed the Live Scan process required by California Rule of Court 9.9.5.

CONSEQUENCE OF NEGATIVE ACTION:

The County could be negatively impacted by the potential loss of highly-trained legal personnel.

ATTACHMENTS

Resolution No. 2018/582

DDAA MOU 7/1/18 thru 6/30/22

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/582

**In The Matter Of:** Memorandum of Understanding with the Deputy District Attorneys' Association (DDAA) for the period of July 1, 2018 through June 30, 2022.

The Contra County Board of Supervisors acting in its capacity as the Governing Board of the County of Contra Costa **RESOLVES THAT**:

The Memorandum of Understanding (MOU) between Contra Costa County and the DDAA providing for wages, benefits and other terms and conditions of employment for the period beginning July 1, 2018 through June 30, 2022, for those classifications represented by the DDAA are ADOPTED. A copy of the MOU is attached.

Contact: Lisa Driscoll, County Finance Director
(925) 335-1023

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

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:** Robert Campbell, County Auditor-Controller, Diana Becton, District Attorney, Dianne Dinsmore, Human Resources Director

# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# CONTRA COSTA COUNTY

# AND

# DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

## JULY 1, 2018 – JUNE 30, 2022

**CONTRA COSTA COUNTY**
**DEPUTY DISTRICT ATTORNEYS' ASSOCIATION**

## TABLE OF CONTENTS


| | | |
|---|---|---|
| **SECTION 1** | **ASSOCIATION RECOGNITION** | 4 |
| **SECTION 2** | **ASSOCIATION SECURITY** | |
| 2.1 | Dues Deduction | 4 |
| 2.2 | Maintenance of Membership | 4 |
| 2.3 | Withdrawal of Membership | 4 |
| 2.4 | Communicating With Employees | 4 |
| 2.5 | Use of County Buildings | 4 |
| **SECTION 3** | **NO DISCRIMINATION** | 5 |
| **SECTION 4** | **ASSOCIATION REPRESENTATIVES** | |
| 4.1 | Attendance at Meetings | 5 |
| **SECTION 5** | **SALARIES** | |
| 5.1 | General Wages | 6 |
| **SECTION 6** | **LAYOFFS** | 6 |
| **SECTION 7** | **JURY DUTY AND WITNESS DUTY** | |
| 7.1 | Jury Duty | 6 |
| 7.2 | Witness Duty | 7 |
| **SECTION 8** | **GRIEVANCE PROCEDURE** | |
| 8.1 | Definition and Procedural Steps | 7 |
| 8.2 | Compensation Claims | 9 |
| 8.3 | Strike or Work Stoppage | 9 |
| **SECTION 9** | **DAYS AND HOURS OF WORK/HOLIDAYS** | |
| 9.1 | Definitions – Days and Hours of Work. | 9 |
| 9.2 | Timestamp | 10 |
| 9.3 | Accrual Usage | 10 |
| 9.4 | Automated Time Keeping | 10 |
| 9.5 | Holidays Observed | 10 |
| 9.6 | Definitions - Holidays | 10 |
| 9.7 | Holidays – Part-Time Employees | 11 |
| 9.8 | Personal Holiday Credit | 11 |
| **SECTION 10** | **VACATION LEAVE** | |
| 10.1 | Vacation Accrual Rates | 11 |
| 10.2 | Vacation Allowance for Separated Employees | 12 |
| 10.3 | Service Award Date Defined | 12 |
| **SECTION 11** | **SICK LEAVE** | |
| 11.1 | Sick Leave | 13 |
| 11.2 | Part-Time Employees | 13 |

**SECTION 12 LEAVE OF ABSENCE**
12.1 Leave Without Pay ..... 13
12.2 General Administration – Leave of Absence ..... 13
12.3 Family Care Leave or Medical Leave ..... 14
12.4 Certification ..... 14
12.5 Intermittent Use of Leave ..... 14
12.6 Aggregate Use for Spouse ..... 14
12.7 Definitions ..... 14
12.8 Leave Without Pay – Use of Accruals ..... 16

**SECTION 13 MEDICAL, DENTAL & LIFE INSURANCE**
13.1 Health Plan Coverages ..... 16
13.2 Monthly Premium Subsidy ..... 17
13.3 Retirement Coverage ..... 19
13.4 Health Plan Coverages & Provisions ..... 21
13.5 Family Member Eligibility Criteria ..... 21
13.6 Dual Coverage ..... 22
13.7 Medical Plan Cost-Sharing for Active Employees on and after January 1, 2018 ..... 23
13.8 Life Insurance Benefit Under Health and Dental Plans ..... 25
13.9 Supplemental Life Insurance ..... 25
13.10 Health Care Spending Account ..... 25
13.11 PERS Long-Term Care ..... 25
13.12 Dependent Care Assistance Program ..... 25
13.13 Premium Conversion Plan ..... 26
13.14 Prevailing Section ..... 26
13.15 Rate Information ..... 26
13.16 Partial Month ..... 26
13.17 Coverage During Absences ..... 26
13.18 Child Care ..... 26
13.19 Health Benefit Coverage for Employees Not Otherwise Covered ..... 27
13.20 Health Savings Account with High Deductible Health Plan ..... 27
13.21 Voluntary Vision Plan ..... 27

**SECTION 14 CATASTROPHIC LEAVE BANK**
14.1 Program Design ..... 28

**SECTION 15 TRAVEL REIMBURSEMENT** ..... 29

**SECTION 16 RETIREMENT**
16.1 Contribution ..... 29
16.2 414H2 Participation ..... 30
16.3 Retirement Benefits – Employees Who Become Members of CCCERA After December 31, 2012 ..... 30

**SECTION 17 PROFESSIONAL EXPENSES**
17.1 Reimbursement For Professional Expenses ..... 30
17.2 California State Bar Membership Dues ..... 31

**SECTION 18 BILINGUAL PAY DIFFERENTIAL** ..... 31

**SECTION 19 WORKERS' COMPENSATION** ..... 31

**SECTION 20** **LONGEVITY PAY** ..... 33

**SECTION 21** **DEFERRED COMPENSATION INCENTIVE** ..... 34

**SECTION 22** **ANNUAL ADMINISTRATIVE LEAVE** ..... 36

**SECTION 23** **VACATION BUY-BACK** ..... 37

**SECTION 24** **SICK LEAVE INCENTIVE** ..... 37

**SECTION 25** **COMPUTER VISION CARE (CVC) USERS EYE EXAM** ..... 38

**SECTION 26** **LONG-TERM DISABILITY INSURANCE** ..... 38

**SECTION 27** **ATTORNEY FIXED-TERM CLASSES** ..... 38

**SECTION 28** **LAW SCHOOL STUDENT LOAN REIMBURSEMENT PROGRAM** 39

**SECTION 29** **SERVICE AWARDS** ..... 40

**SECTION 30** **LOSS OR DAMAGE TO PERSONAL PROPERTY** ..... 40

**SECTION 31** **ADOPTION** ..... 41

**SECTION 32** **SCOPE OF AGREEMENT AND SEVERABILITY OF PROVISIONS**

32.1 Scope of Agreement ..... 41
32.2 Severability of Provisions ..... 41
32.3 Personnel Management Regulations ..... 41
32.4 Duration of Agreement ..... 42

**SECTION 33** **NON-HEALTHCARE / NON-GENERAL WAGE RE-OPENER** ..... 42

**SECTION 34** **STATE BAR FINGERPRINTING REQUIREMENT** ..... 42

**ATTACHMENTS**

# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# CONTRA COSTA COUNTY
# AND
# DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution No. 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 No. 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 Association 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

**Appointing Authority:** The Department Head unless otherwise provided by statute or ordinance.

**Association:** Deputy District Attorneys' Association (DDAA).

**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:** Demotion is the reduction of an employee to another position in a class having a lower salary allocation than the class previously occupied by the employee or to a lower compensation level within the employee's salary range.

**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, 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 names 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 involuntarily separated by layoff, displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have voluntarily transferred in lieu of layoff or displacement.

**Permanent-Intermittent Position:** Any position that requires the services of an incumbent for an indefinite period of time, but on an intermittent basis, as needed, paid on an hourly basis. Notwithstanding any other provision of this MOU, permanent-intermittent employees are entitled to an hourly wage and FLSA overtime, when applicable, but no other pays or employment benefits, unless this MOU specifically references "permanent-intermittent" employees for a pay or benefit.

**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.

**Position:** The assigned duties and responsibilities calling for the regular full time, part-time or intermittent employment of a person.

**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 otherwise provided for in the Personnel Management Regulations or in ordinances or resolutions governing deep classifications.

**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 (5) percent of the top step except as otherwise provided for in the Personnel Management Regulations or in ordinances or resolutions.

**Reclassification:** The act of reassignment or change in 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 nature, difficulty, or responsibility of duties performed in the position.

**Reemployment List:** A list of persons who have occupied positions allocated to a class 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.

**Transfer:** The change of an employee to another position in the same class in a different department, or to another position in a class which is allocated to a salary schedule the top step of which is within five (5) percent of the top step of the class previously occupied in the same or different department or as otherwise defined in deep class ordinances or resolutions.

**Union:** Deputy District Attorneys' Association (DDAA).

## SECTION 1 - ASSOCIATION RECOGNITION

The Association is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Board of Supervisor's Resolution 2008/132, dated March 11, 2008.

| | |
|---|---|
| 2KTF | Deputy District Attorney – Basic Level |
| 2KTG | Deputy District Attorney – Advanced |
| 2KWD | Deputy District Attorney – Fixed Term |

## SECTION 2 - ASSOCIATION SECURITY

**2.1 Dues Deduction.** Pursuant to Board of Supervisors' Resolution No. 81/1165, only a majority representative may have dues deduction and as such the Association has the exclusive privilege of dues deduction or agency fee deduction for all employees in its units.

**2.2 Maintenance of Membership.** All employees in units represented by the Association who are currently paying dues to the Association and all employees in such units who hereafter become members of the Association shall as a condition of continued employment pay dues to the Association for the duration of this MOU and each year thereafter so long as the Association 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 2.3.

**2.3 Withdrawal of Membership.** By notifying the Auditor-Controller's Department in writing, between August 1 and August 31, any employee may withdraw from Association membership and discontinue paying dues as of the payroll period commencing September 1. Upon close of the above referenced 30 day period, the Auditor-Controller shall submit to the Association the list of the employees who have rescinded their authorization for dues deduction.

**2.4 Communicating With Employees.** Representatives of the Association, not on County time, shall be permitted to place employee literature at designated locations in County buildings if arranged through the Department Head or designated representative.

**2.5 Use of County Buildings.** The Association shall be allowed the use of areas normally used for meeting purposes for Association meetings 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.

## SECTION 3 - NO DISCRIMINATION

There shall be no discrimination because of age, sex, race, creed, color, national origin, religion, disability, sexual orientation or Association activities against any employee or applicant for employment by the County or by anyone employed by the County.

## SECTION 4 – ASSOCIATION REPRESENTATIVES

**4.1 Attendance at Meetings.** Employees designated as Association Representatives or official representatives of the Association 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.

C. If they are designated as an Association Representative, 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.

D. If they are designated as spokesperson or representative of the Association 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 the Association are to be discussed.

E. Association Representatives and Association officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in Association business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the Association business involved.

F. Official representative of the Association 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 advance arrangement for the time away from the work assignment or station are made with the appropriate Department Head. No more than four (4) Association Representatives will be released at any one time during work hours for this purpose.

## SECTION 5 - SALARIES

### 5.1 General Wages.

A. Effective January 1, 2019, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by five percent (5%).

B. Effective on July 1, 2019, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by four percent (4%).

C. Effective July 1, 2020, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by three percent (3%).

D. Effective July 1, 2021, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by four percent (4%).

## SECTION 6 - LAYOFFS

Layoffs, if necessary, will be made pursuant to the Contra Costa County Personnel Management Regulations, Part 12 - LAYOFF.

## SECTION 7 - JURY DUTY AND WITNESS DUTY

**7.1 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 Municipal, 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.

D. When an employee is summoned for jury duty selection or is selected as a juror in a Municipal, 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 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.

**7.2 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.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty. 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 8 - GRIEVANCE PROCEDURE

**8.1 Definition and Procedural Steps.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU. Those provisions of this MOU which specifically provide that the decision of any County official shall be final are not subject to this grievance procedure. Disciplinary action shall not be the subject of a grievance pursuant to this grievance procedure. An employee may choose to appeal disciplinary action through the Merit Board or by any other means available outside of this MOU. Grievances regarding promotions or claims of discrimination are not subject to the

grievance procedure. The Association 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 and shall be processed in the following manner:

**Step 1. Supervisor.** The Association or any employee or group of employees who believes that a provision of this MOU or incorporated County regulation has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting. The supervisor will advise the grievant in writing, within five (5) work days of the meeting, whether the grievance is granted or denied.

**Step 2. Department Head.** If an issue is not satisfactorily resolved in Step 1 above, the Association may submit the grievance in writing, to the Department Head or designee. This request must be filed no more than ten (10) work days after the date of the Step 1 response from the supervisor. This formal written grievance must state which provision of the MOU or the incorporated County regulation has been misinterpreted or misapplied, how it was misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant(s)' detriment, and the redress the Association seeks. A copy of each written communication on a grievance must be filed with the Employee Relations Officer or designee. The Department Head or designee shall have ten (10) work days in which to respond to the grievance in writing.

**Step 3. Labor Relations.** If the grievance is not resolved at Step 2, the Association may submit the grievance to the Employee Relations Officer or designee within ten (10) work days after the date of the Step 2 response. Within twenty (20) work days after receipt of the Step 3 grievance, the Employee Relations Officer or designee must meet with the Department Head or his/her designee, the grievant, and the Association to discuss the facts or other potentially relevant information or avenues of inquiry, and any terms either party wishes to offer to resolve the grievance.

The Employee Relations Officer or his/her designee will decide the grievance on its merits and provide the grievant, the Association, 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.

**Step 4. Mediation.** If the grievance is not satisfactorily resolved at Step 3, the Association 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 mutual written agreement of the parties.

**Step 5. Arbitration.** In the event that the grievance is not resolved at Step 4, either party may notify in writing the other party, within fifteen (15) work days of the date of completion of mediation at Step 4 of their desire to arbitrate the grievance. The parties will mutually

select an impartial arbitrator. If the parties are unable to agree upon the selection of an arbitrator, they may request one or more panels of arbitrators from the California State Mediation and Conciliation Service and attempt to select an arbitrator from that panel(s). Any fee(s) for the provision of panel(s) of arbitrators will be split equally between the parties.

The fees and expenses of the arbitrator and the court reporter (if any) will be shared equally by the Association and the County. Each party will bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

The arbitrator's decision shall be final and binding. The arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.

**8.2 Compensation Claims.** The Employer is not required to pay any wage claim or portion thereof retroactively for a period of more than six (6) months immediately prior to the date of the Employer's receipt, of written notice from the Association, of such claim.

**8.3 Strike or Work Stoppage.** During the term of this MOU, the Association, 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.

## SECTION 9 – DAYS AND HOURS OF WORK/HOLIDAYS

### 9.1 Definitions – Days and Hours of Work.

**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 when the employee is regularly scheduled to work other than eight (8) hours per day between Monday and Friday, inclusive.

**D. 4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour working days and one (1) eight (8) hour day off during a workweek consisting of any seven (7) day period, for a total of forty (40) hour per workweek.

**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, Alternate, Flexible, 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).

**9.2** **Timestamp:** Each and every temporary and permanent intermittent employee (hereafter called "hourly employees") must timestamp in and out as he/she begins his/her work shift/day, finishes his/her work shift/day, and takes meal breaks.

**9.3** **Accrual Usage:** The use of leave accruals must be reported in one minute increments and may not be rounded.

**9.4** **Automated Time Keeping:**

A. The Association agrees to the implementation of an automated timekeeping system by the County. The Association waives its right to meet and confer regarding any impacts that result from the County's implementation of the automated timekeeping system. The Association agrees to convert from the current monthly payroll procedures with an advance to a new payroll procedure to be determined.

B. The County will ensure that the necessary equipment to allow temporary and permanent-intermittent employees, who are paid on an hourly basis, to "timestamp" in and out in a timely manner.

**9.5** **Holidays Observed.** The County will observe the following holidays:

| | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Veterans' Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Independence Day | Christmas Day |

Such other days as the Board of Supervisors may, by Resolution, designate as holidays.

**9.6** **Definitions - Holidays**

**A.** **Holidays:** Employees are entitled to observe a holiday (day off work), 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.

**B.** **Holidays – Flexible, Alternate, 9/80, and 4/10 Work Schedules:** When a holiday falls on the regulary scheduled day off any employee who is on a flexible, alternate, 9/80, or 4/10 work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same month and work week as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. 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.

**9.7** **Holidays – Part-Time Employees.** Permanent, part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part time employee's weekly schedule bears to forty (40) hours.

**A.** **Holiday 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 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 multiplied by 8 = 4.8). Hereafter, the number of hours produced by this calculation will be referred to as the "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 employee's "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.

**9.8** **Personal Holiday Credit.** Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, employees are paid for any unused personal holiday credit hours at the employee's then current rate of pay, up to a maximum of forty (40) hours.

## SECTION 10 – VACATION LEAVE

**10.1** **Vacation Accrual Rates.** Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

## *SECTION 10 – VACATION LEA*

| Length of Service | Monthly Accural Hours | Maximum Cumulative Hours |
|---|---|---|
| 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 |

**10.2 Vacation Allowance for Separated Employees.** On separation from County service an employee shall be paid for any unused vacation credits at the employees then current pay rate.

**10.3 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.

*Example One:*

1. The employee's Service Award Date is January 1, 1988.

2. The employee reaches 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 first 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 first appear on the employee's April 10, 2007 pay warrant.

## SECTION 11 – SICK LEAVE

**11.1 Sick Leave.** Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and Administrative Bulletin No. 411.8 (Sick Leave Policy) adopted on July 1, 2015, as periodically amended.

**11.2 Part-Time Employees.** Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.

## SECTION 12 – LEAVE OF ABSENCE

**12.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the District Attorney; provided, however, that leaves for pregnancy, Pregnancy Disability Leave (PDL), serious health conditions, Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) shall be granted in accordance with applicable state and federal law.

**12.2 General Administration – Leave of Absence.** Requests for leave without pay shall be made in writing 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. Employee's own illness, disability, or serious health condition;

2. Pregnancy or preganancy disability;

3. To bond with the employee's newborn or with a child who is placed in an employee's family for adoption or foster care;

4. Family care to care for a spouse, child, parent, or domestic partner who has a serious health condition;

5. To engage in a course of study which will increase the employee's skills upon return to the position.

6. For other reasons or circumstance acceptable to the District Attorney.

B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the reason for the leave if foreseeable. If the need is not forseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for the family care leave arises.

C. A leave with pay may be for a period not to exceed one (1) year.

**12.3 Family Care Leave or Medical Leave.** Upon request to the District Attorney, 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 twelve (12) 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.

**12.4 Certification.** The employee may be asked to provide certification of the need for Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA). Additional period(s) of family care or medical leave may be granted by the appointing authority.

**12.5 Intermittent Use of Leave.** The twelve (12) week entitlement may be used 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 twelve (12) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the twelve (12) week entitlement.

**12.6 Aggregate Use for Spouse.** In the situation where both spouses for FMLA leave or both parents for CFRA leave are 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 FMLA/CFRA leave during a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA/CFRA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse or child’s parent is also employed by the County.

**12.7 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 Medical Leave: When requesting medical leave (including FMLA/CFRA leave) for the employee or employee's family member, the employee must provide a written medical certification from a health care provider of a person for whose care the leave is being taken or for the employee's own serious health condition, which need not identify the diagnosis or serious health condition involved, but must contain:

1. the date, if known, on which the serious health condition commenced;

2. the probable duration of the condition;

3. for family care, an estimate of the frequency and duration of the leave required to render care or supervision for the family member;

4. for an employee's serious health condition, a statement whether the employee is able to work, or is unable to perform one or more of the essential functions of his/her position;

5. if for intermittent leave or a reduced work schedule leave, the certification should indicate the intermittent leave or reduced work schedule needed for the employee's serious health condition or for the care of the employee's family member, and its expected duration.

G. 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.

**12.8 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, or be required, to maintain pay status each month by using available sick leave (if so entitled or required under County Administrative Bulletin No. 411.8 (Sick Leave Policy), vacation, floating holiday, 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 Sick Leave Integration or as provided in the sections below.

B. California Family Rights Act (CFRA) and Federal Medical Leave Act (FMLA). During the twelve (12) weeks of an approved family medical leave (FMLA/CFRA), 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 hours of sick leave vacation, floating holiday, or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection 12.8, paragraph A (All Leaves of Absence) 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 during the LTD waiting period. After the LTD waiting period, an eligible employee may choose to maintain further pay status only as allowed under subsection 12.8 paragraph A (All Leaves of Absence) herein. However, LTD benefit payments will be reduced by any accruals used.

D. Baby/Child Bonding. To bond with the employee's newborn or with a child who is placed in an employee's family for adoption or foster care, an employee eligible for baby/child bonding leave pursuant to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) may use sick leave accruals for such baby/child bonding.

E. Sick leave accruals may not be used during any leave of absence, except as allowed under County Administrative Bulletin No. 411.8 (Sick Leave Policy) unless otherwise stated in Section 12.8 – Leave Without Pay – Use of Accruals.

## SECTION 13 - MEDICAL, DENTAL & LIFE INSURANCE

**13.1 Health Plan Coverages:** The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) hours or more 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:

Providers:
1. Contra Costa Health Plans (CCHP)
2. Kaiser Permanente Health Plan
3. Health Net
4. Delta Dental

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 was 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.

## 13.2 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:

| Health & Dental Plans | Employee | Employee +1 Dependent | Employee +2 or More Dependents |
|---|---|---|---|
| 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 PPO with CCHP A or B | $41.17 | $93.00 | $93.00 |
| Delta Dental PPO with Kaiser or Health Net | $34.02 | $76.77 | $76.77 |
| Delta Dental PPO without a Health Plan | $43.35 | $97.81 | $97.81 |
| Delta Care HMO with CCHP A or B | $25.41 | $54.91 | $54.91 |
| Delta Care HMO with Kaiser or Health Net | $21.31 | $46.05 | $46.05 |
| Delta Care HMO without a Health Plan | $27.31 | $59.03 | $59.03 |

B. If the County contracts with a medical or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that medical plan for employees and their eligible family members.

C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical 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.**

1. The Unions and County agree to create a Joint Labor/Management Benefit Committee ("Benefit Committee"). 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. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly. The Benefit Committee will convene no later than February 1, 2016, after ratification of this Agreement.

2. The Benefit Committee will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 13 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. If the Benefit Committee is selecting a replacement medical or dental plan for a plan that is no longer available, 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.

3. Immediately upon adoption of an overall contract extension package agreement, the County and the Coalition Union/Association Benefit Committee representatives will work together as equal partners to 1) identify a new medical plan carrier to replace Health Net, and 2) explore the costs of CalPERS Health and other plan options including but not limited to the SEIU Taft-Hartley Trust plans as possible future replacements with the goal of beginning with the 2020 plan year. Any replacement plans selected must not increase the County's retiree health costs.

4. The new medical plan carrier that will replace Health Net must include an HMO plan and one plan providing out-of-network provider coverage.

5. Once all nine (9) Coalition Union/Association representatives on the Benefit Committee and the County have agreed on the new medical plan carrier to replace Health Net, the new medical plan will replace Health Net for all Coalition Unions/Associations the following January 1.

6. Each year, the County will coordinate a team composed of the County, the County's benefits consultant, and Union/Association Benefit Committee representatives, to work as equal partners to provide input for the annual negotiations with the medical plan providers over the plan premiums for the next plan year. The team will have authority to make information requests, request and observe presentations by the County's healthcare consultant regarding premium rates and ask questions, and help guide the strategy of the County in the annual negotiations.

7. County and Unions/Associations of the Coalition will jointly work to educate employees regarding the cost benefits of lower cost plans, including the Kaiser High Deductible Health Plan.

8. County and Union/Association Benefit Committee representatives will jointly work as equal partners to seek plan design changes across all plans that would reduce costs and improve quality of care.

**13.3 Retirement Coverage:**

A. Upon Retirement:

1. Upon retirement and for the term of this agreement, 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 Heath/Dental monthly premium subsidies for eligible retirees and their eligible family members set forth in subsection 13.2 (Monthly Premium Subsidy).

2. Any person who becomes age 65 on or after December 14, 2010, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after December 14, 2010, and their eligible family members, no monthly premium subsidy will be paid by the County for any health 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 one hundred twenty (120) days of separation from County employment and (ii) he or she pays the full premium cost under the health 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 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 10th of each month, to the Contra Costa County Human Resources Department-Employee Benefits Division. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage pursuant to Subsection 13.3 (Retirement Coverage) paragraph A above, as similarly situated retirees who did not defer retirement are entitled.

5. Deferred retirees may elect health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to Subsection 13.3 (Retirement Coverage) paragraph A 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 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 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 subsection 13.3 (Retirement Coverage) paragraphs (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 (1) 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 subsection 13.3 (Retirement Coverage) paragraphs A, B, and C and upon retirement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and 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 subsection 13.3 (Retirement Coverage) only, "eligible family members" does not include Survivors of employees or retirees.

**13.4 Health Plan Coverages and Provisions.** The following provision is applicable regarding County Health and Dental Plan participation:

A. 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.

**13.5 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical 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 all dental plans:

   a. Employee's Legal Spouse
   b. Employee's qualified domestic partner
   c. 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. Delta Dental PPO 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.

3. Delta Care HMO Only – Employee's Child to age 26.

4. "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.

**13.6 Dual Coverage.**

A. Each employee and retiree may be covered only by a single County health (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 13.5 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 subsection 13.6 (Dual Coverage) 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.

**13.7 Medical Plan Cost-Sharing for Active Employees on and after January 1, 2018.**

A. For active employees for the plan year that begins on January 1, 2018, the County will adjust the subsidy amounts in subsection 13.2.A and will pay only the total monthly premium subsidy for medical plans stated below:

| Medical Plans | Employee | Employee +1 Dependent | Employee +2 or More Dependents |
|---|---|---|---|
| Contra Costa Health Plans (CCHP), Plan A | $574.45 | $1,137.59 | $1,778.56 |
| Kaiser Permanente Health Plan B | $463.73 | $919.05 | $1,463.45 |
| Kaiser Permanente High Deductible Health Plan | $461.96 | $946.56 | $1,432.15 |
| Health Net HMO Plan B | $767.68 | $1,491.54 | $2,377.76 |

B. Medical Plan Cost-Sharing for Active Employees for the 2019 Plan Year. For active employees for the plan year that begins on January 1, 2019, the County will pay the monthly premium subsidy for medical plans stated below:

| **Employee Medical Plans** | **Monthly Premium** | **County Monthly Premium Subsidy** | **Employee Monthly Premium Cost** |
|---|---|---|---|
| Contra Costa Health Plans (CCHP), Plan A | $812.06 | $641.65 | $170.41 |
| Contra Costa Health Plans (CCHP), Plan B | $900.19 | $672.58 | $227.61 |
| Kaiser Permanente Health Plan A | $877.30 | $600.00 | $277.30 |
| Kaiser Permanente Health Plan B | $697.28 | $600.00 | $97.28 |
| Health Net HMO Plan A | $1,677.56 | $986.18 | $691.38 |
| Health Net HMO Plan B | $1,166.55 | $882.34 | $284.21 |
| Health Net PPO Plan A | $2,340.40 | $1,226.79 | $1,113.61 |
| Kaiser High Deductible Health Plan | $559.68 | $559.68 | $0.00 |

| **Employee +1 Dependent Medical Plans** | **Monthly Premium** | **County Monthly Premium Subsidy** | **Employee Monthly Premium Cost** |
|---|---|---|---|
| Contra Costa Health Plans (CCHP), Plan A | $1,624.10 | $1,271.99 | $352.11 |
| Contra Costa Health Plans (CCHP), Plan B | $1,800.37 | $1,314.95 | $485.42 |
| Kaiser Permanente Health Plan A | $1,754.60 | $1,200.00 | $554.60 |
| Kaiser Permanente Health Plan B | $1,394.56 | $1,200.00 | $194.56 |
| Health Net HMO Plan A | $3,355.12 | $1,765.02 | $1,590.10 |
| Health Net HMO Plan B | $2,333.10 | $1,720.86 | $612.24 |
| Health Net PPO Plan A | $4,680.80 | $2,109.72 | $2,571.08 |

| | | | |
|---|---|---|---|
| Kaiser High Deductible Health Plan | $1,119.36 | $1,119.36 | $0.00 |

| **Employee +2 Dependent Medical Plans** | **Monthly Premium** | **County Monthly Premium Subsidy** | **Employee Monthly Premium Cost** |
|---|---|---|---|
| Contra Costa Health Plans (CCHP), Plan A | $2,436.18 | $1,980.17 | $456.01 |
| Contra Costa Health Plans (CCHP), Plan B | $2,700.56 | $2,106.48 | $594.08 |
| Kaiser Permanente Health Plan A | $2,631.90 | $1,825.00 | $806.90 |
| Kaiser Permanente Health Plan B | $2,091.84 | $1,825.00 | $266.84 |
| Health Net HMO Plan A | $5,032.68 | $3,230.62 | $1,802.06 |
| Health Net HMO Plan B | $3,499.65 | $2,721.74 | $777.91 |
| Health Net PPO Plan A | $7,021.20 | $4,251.97 | $2,769.23 |
| Kaiser High Deductible Health Plan | $1,679.04 | $1,679.04 | $0.00 |

C. Medical Plan Cost-Sharing for Active Employees on and after January 1, 2020.

1. For active employees for the plan year that begins on January 1, 2020, the County will move to a percentage-based cost sharing approach for medical care premium subsidies. The County will pay seventy-five percent (75%) of the total medical plan premium for the Employee and Employee +1 Dependent tiers of the second lowest priced non-deductible HMO plan. The County will pay 76.5% of the total medical plan premium for the Employee +2 or more Dependents tier of the second lowest priced non-deductible HMO plan. These annual calculated dollar amounts will be applied to all plans and tiers as described.

2. For active employees for the plan year that begins on January 1, 2021, the County will pay seventy-eight and a half percent (78.5%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

3. For active employees for the plan year that begins on January 1, 2022, and each year thereafter, the County will pay eighty percent (80%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated dollar amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

4. For active employees for the plan year that begins on January 1, 2021, and each year thereafter, for the Kaiser Permanente Health Plan B, employees will pay at least the following share of the total medical plan premium:

| Kaiser Permanente Health Plan B | Employee Monthly Premium Cost |
|---|---|
| Employee | $20.00 |
| Employee +1 Dependent | $40.00 |
| Employee + 2 or More Dependents | $60.00 |

5. In the event of a reduction in the premium for the second lowest priced non-deductible HMO plan, the County will pay the premium subsidy for medical plans that the County paid in the previous plan year.

D. Beginning 2022, the County will review technological advancements in the area of benefits administration and consider asking any eligible employee who waives County health insurance to provide proof of other health insurance coverage.

**13.8 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. For Deputy District Attorneys, additional Group Term Life Insurance in the amount of forty-five thousand dollar ($45,000) will be provided by the County.

**13.9 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.

**13.10 Health Care Spending Account.** After six (6) months of permanent employment, full and part-time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated 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.

**13.11 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.

**13.12 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 a predetermined amount of annual salary not to exceed the lesser of either five thousand dollars ($5,000) or the maximum amount authorized by federal law, per calendar year, of before tax dollars to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

**13.13 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.

**13.14 Prevailing Section.** To the extent that any provision of this Section 13 (Health, Life and 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 13 (Health, Life and Dental Care) will prevail.

**13.15 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.

**13.16 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 Human Resources Department-Employee Benefits Division. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

**13.17 Coverage During Absences.** An employee shall be allowed to maintain his/her health plan coverage at the County group rate for twelve (12) months if the employee is on an approved leave of absence and has exhausted all available accruals, 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.

**13.18 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.

**13.19 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. § 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. This provision is not subject to the grievance process.

**13.20 Health Savings Account with High Deductible Health Plan**

A. Active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan may select a Health Savings Account ("HSA") offered through Kaiser Permanente under the following conditions and subject to any other laws, regulations or rules governing HSAs:

1. Only active employees who are enrolled in the Kaiser High Deductible Health Plan may elect to initially enroll in the HSA. The HSA is not available to permanent-intermittent or temporary employees.

2. Employees may only contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code.

3. 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.

4. Employees are responsible for paying any HSA account management fees charged by the HSA administrator.

5. The County does not manage or administer the HSAs.

B. For the 2019 Plan Year, the County will make a one-time contribution of five hundred dollars ($500) into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan for the 2019 plan year and who have an HSA. The contribution will be made with the February 10, 2019 pay.

C. For the 2020 Plan Year and each year thereafter, the County will contribute six hundred and twenty-five dollars ($625) annually into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay for the plan year.

**13.21 Voluntary Vision Plan.** The County will offer active employees the option to enroll in a voluntary vision plan during open enrollment. Employees will pay the full premium cost of the plan. The County will contract with VSP Vision Care for a voluntary vision plan with no co-pays. The vision plan is not available to permanent-intermittent employees.

## SECTION 14 – CATASTROPHIC LEAVE BANK

**14.1 Program Design.** All employees are included in the Catastrophic Leave Bank and may designate a portion of accrued vacation, compensatory time, holiday compensatory time, or personal holiday credit to be deducted from the donor's existing balances and credited to the bank or to a specific eligible employee.

A. The County Human Resources Department operates 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 personal holiday credit 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 that manifests itself during employment.

B. The plan is administered under the direction of the Director of Human Resources. The Human Resources Department is 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 is 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 will meet as necessary to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will 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.

C. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and will be treated as regular sick leave accruals.

D. To receive credits under this plan, an employee must have permanent status, 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.

E. 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, personal holiday, compensatory time or holiday compensatory time accounts. Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their

donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

F. 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.

G. Each recipient is limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor is limited to one hundred twenty (120) hours per calendar year.

H. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

I. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is 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 may limit benefits in accordance with available contributions and 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 has 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.

J. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

## SECTION 15 – TRAVEL REIMBURSEMENT

The County will pay a mileage allowance for the use of personal vehicles on County business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the IRS, whichever is later. This section will be administered in accordance with Administrative Bulletin 111.7.

## SECTION 16 – RETIREMENT

**16.1 Contribution.** Effective on September 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 for 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.

**16.2 414H2 Participation.** The County will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the County Auditor-Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as is required by statute.

**16.3 Retirement Benefits – Employees Who Become Members of CCCERA After December 31, 2012.**

A. For employees who become members of the Contra Costa County Employees Retirement Association (CCCERA) after December 31, 2012, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent PEPRA conflicts with any provision of this Agreement, PEPRA will govern.

B. For employees who become members of the Contra Costa County Employees Retirement Association (CCCERA) after December 31, 2012, 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. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to employees who, under PEPRA, become New Members of CCCERA. As soon as feasible, the County and the Association shall work actively and cooperatively, in good faith, in support of the legislation. The Association must support the legislation, in addition to the County, by calling and sending a letter (on Association letterhead) in support of the bill to the state legislator sponsoring the bill, on or before the date specified by the County. In addition, if requested by the County, the Association must testify in support of the bill before the state legislative committees considering the bill. The parties' obligation hereunder shall continue until the effective date of such legislation, notwithstanding the failure to obtain such legislation in any particular legislative session, unless otherwise mutually agreed upon by the County and the Association.

## SECTION 17 – PROFESSIONAL EXPENSES

**17.1 Reimbursement for Professional Expenses.** The County shall reimburse each Deputy District Attorney up to a maximum of six hundred dollars ($600) for each fiscal year for the following types of expenses: membership dues in legal, professional associations; purchase of legal publications; legal on-line computer services; and training and travel costs for educational courses related

to the duties of a Deputy District Attorney; and software and hardware from a standardized County approved list or with Department Head approval. Each Deputy District Attorney agrees to comply with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Certification regarding compliance with the County's Computer Use and Security Policy may be required.

The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.

Each professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt).

Any unused accrual may be carried forward to the next fiscal year up to eight hundred dollars ($800).

**17.2 California State Bar Membership Dues.** The County will pay, on behalf of Deputy District Attorneys, California State Bar membership dues (but not penalty fees) and for criminal specialization fees. To be eligible, an employee must be employed as a Deputy District Attorney with the Contra Costa County District Attorney's Office as of January 1 of each calendar year.

The Office of the District Attorney will notify the Auditor-Controller by January 10th of each year the count of eligible attorneys and the amount to be paid to the State Bar.

The Auditor-Controller will prepare one check to the State Bar of California for annual membership dues by January 20th.

The Office of the District Attorney will process payment and any required documentation to the State Bar of California by January 30, of each year.

## SECTION 18 – BILINGUAL PAY DIFFERENTIAL

A monthly salary differential will be paid to incumbents of positions requiring bilingual proficiency as designated by the Appointing Authority and the Director of Human Resources. The differential will be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month. The differential is one hundred dollars ($100.00) 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 19 – WORKERS' COMPENSATION

A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000. 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 eighty-seven

percent (87%) to eighty-six percent (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. 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. Permanent employees shall continue to receive the appropriate percentage as outlined above of their 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 under Workers' Compensation Law set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.. When any disability becomes medically permanent and stationary and/or maximum medical improvement, the salary provided in 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.

   The County contribution to the employee's group medical plan shall continue during any period of compensable temporary disability absence.

   Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one (1) injury or illness.

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 supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee 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. 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.

E. 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 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.

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.

G. 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

## SECTION 20 – LONGEVITY PAY

A. **Longevity Differential.** Permanent, full-time and part-time employees who have completed ten (10) years of Contra Costa County service will receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month

following the month in which the employee qualifies for the ten (10) year service award.

B. **Longevity Differential.** Permanent, full-time and part-time employees who have completed fifteen (15) years of Contra Costa County service will receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award.

**C. Longevity Differential.** Permanent, full-time and part-time employees who have completed twenty (20) years of Contra Costa County service will receive a two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award. For those employees who completed twenty (20) years of service on or before November 1, 2012, this longevity differential will be paid prospectively only from November 1, 2012.

## SECTION 21 – DEFERRED COMPENSATION INCENTIVE

A. The County will contribute eighty-five dollars ($85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan as indicated below.

| Employees with Current Monthly Salary of: | Qualifying Base Contribution Amount | Monthly Contribution Required to Maintain Incentive Program Eligibility |
|---|---|---|
| $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 and 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 eighty-five dollar ($85) Deferred Compensation Incentive. 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 will 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, will not be required to reestablish eligibility.

B. Special Benefit for Permanent Employees Hired on and after January 1, 2011:

1. Beginning on April 1, 2011 and for the term of this Agreement, the County will contribute one hundred and fifty dollars ($150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:

   a. The employee must be hired by Contra Costa County on or after January 1, 2011.

   b. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.

   c. The employee must have been employed by Contra Costa County for at least 90 calendar days.

   d. The employee must contribute a minimum of twenty-five dollars ($25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.

   e. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.

   f. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.

C. No Cross Crediting: The amounts contributed by the employee and the County pursuant to Subsection B do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Contribution Required to Maintain Incentive Program Eligibility" in Subsection A. Similarly, the amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee's $25 per month minimum contribution required by Subsection B.

D. Maximum Annual Contribution: All of the employee and County contributions set forth in Subsections A and B will be added together to ensure that the annual maximum contribution to the employee's deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.

E. Deferred Compensation Plan – Loan Provision: On June 26, 2012 the Board of Supervisors adopted Resolution 2012/298 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective June 26, 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 22 – ANNUAL ADMINISTRATIVE LEAVE

A. On January 1st of each year, full-time employees in paid status and in the classifications of District Attorney – Basic Level, Deputy District Attorney – Advanced, and Deputy District Attorney Fixed Term will be credited with ninety-four (94) hours of paid Administrative Leave. Employees appointed after July 1st will be credited for forty-seven (47) hours of annual administrative leave on the first succeeding January 1st and will be credited for ninety-four (94) hours annually thereafter. Annual Administrative leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.

B. Permanent part-time employees are eligible for administrative leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for administrative leave.

C. Employees appointed (hired or promoted) are eligible for administrative leave on the first day of the month following their appointment date and will receive annual administrative leave in accordance with subsection A., above.

## SECTION 23 – VACATION BUY-BACK

### A. For Employees Hired Before January 1, 2012:

Deputy District Attorney – Basic Level, Deputy District Attorney – Advanced, and Deputy District Attorney Fixed Term, may elect payment of up to one-third (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 is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.

Where a lump-sum payment is made to employees as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will 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 includes the effective date of the vacation buy-back.

### B. For Employees Hired On and After January 1, 2012.

Employees promoted or hired by the County into any classification represented by the Deputy District Attorneys Association 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 the Deputy District Attorneys Association will retain that benefit after promoting into a classification represented by the Deputy District Attorneys Association.

## SECTION 24 – SICK LEAVE INCENTIVE

Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is subject to the following conditions:

A. The employee must have resigned in good standing.

B. Payout is not available if the employee is eligible to retire.

C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any

sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.

D. Payout is by the following schedule:

| Years of Continuous Service | Payment of Unused Sick Leave Payable |
|---|---|
| 3 - 5 years | 30% |
| 5 - 7 years | 40% |
| 7 plus years | 50% |

E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.

F. It is the intent of the Board of Supervisors that payment pursuant to this section precludes County retirement benefits resulting from employment by this County or Districts governed by the Board.

## SECTION 25 – COMPUTER VISION CARE (CVC) USERS EYE EXAM

Employees are eligible to receive an annual eye examination on County time and at County expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by their department.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription CVC eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic CVC eye wear consisting of a fifty dollar ($50) 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 26 – LONG-TERM DISABILITY INSURANCE

The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits.

## SECTION 27– ATTORNEY FIXED-TERM CLASSES

A. The Fixed-Term (2KWD) attorney class is ineligible for the following benefits:

1. Longevity Pay Plan

2. Management Life Insurance

3. Management Long-Term Disability

B. Employees in the Fixed-Term Attorney class will be credited hours paid administrative leave each January 1, subject to the provisions of the MOU.

## SECTION 28 – LAW SCHOOL STUDENT LOAN REIMBURSEMENT PROGRAM

For purposes of retention and to bridge the gap between the newer attorneys and those attorneys that qualify for longevity pay.

A. Eligibility: Fixed term employees and those employees that are converted from fixed term to regular employees. The measuring period runs from date of hire to anniversary date. Such payments shall only be made to employees on the payroll as of the date of ratification of this agreement.

B. Qualifying amounts and terms:

i. If during or upon completion of the third consecutive year of employment as a full-time Deputy District Attorney Fixed-Term employee (hereafter “fixed term employee”), a fixed term employee is employed as a Deputy District Attorney - Basic Level (hereafter “regular employee”), such employee is eligible to receive $2,000 for purposes of reimbursement for law school student loan payments.

ii. For those employees that are not retained and not converted to regular employees, upon completion of their ninth consecutive month of employment in their third year, an amount not to exceed $1000 will be payable to eligible employees.

iii. After conversion from a fixed-term employee to a regular employee in the fourth full year of employment with the County, at the conclusion of twelve consecutive months of service, the eligible Deputy District Attorneys are eligible to receive $3000 for purposes of reimbursement for law school student loan payments.

iv. After the completion of the fifth full year of employment as a regular full-time employee, (twelve consecutive months of service) the eligible Deputy District Attorneys are eligible to receive $4000 for purposes of reimbursement for law school student loan payments.

v. After the completion of the sixth full year of employment as a regular full-time employee, (twelve consecutive months of service) the eligible Deputy

District Attorneys are eligible to receive $6000 for purposes of reimbursement for law school student loan payments.

vi. For persons employed less than forty hours per week, the law school reimbursement amount shall be adjusted proportionately to the percentage of time the person is actively working throughout the respective year.

vii. For each claim for reimbursement, employee must supply documentation reflecting the existence of an outstanding student loan.

viii. This program is not available to those attorneys that have paid off their law school student loans or to those attorneys that have not incurred student loans.

ix. The law school loan reimbursement program will not exceed $15,000 for any one person.

x . The above payments are subject to applicable state and federal withholding, if any.

## SECTION 29 – SERVICE AWARDS

A. 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 procedure shall apply with respect to service awards:

1. Presentation Before the Board of Supervisors
An employee with 20 or more years of service may go before the Board of Supervisors to receive his/her service award.

When requested by the 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.

2. Service Award Day Off
Employees with 15 or more years of service are entitled to take a day off with pay at each five (5) year anniversary.

## SECTION 30 – LOSS OR DAMAGE TO PERSONAL PROPERTY

The loss or damage to personal property of employees is subject to reimbursement. 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. Reimbursement for loss or damage of personal property shall be in accordance with Administrative Bulletin 518.2 (May 23, 1989).

## SECTION 31 – 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 32 - SCOPE OF AGREEMENT AND SEVERABILITY 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 that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

The Association 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.

**32.2 Severability 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.

**32.3 Personnel Management Regulations.** The Personnel Management Regulations formerly governed the District Attorneys as non-represented management. The Deputy District Attorney Association was formally recognized as the bargaining agent of Contra Costa District Attorneys on March 17, 2007. This MOU now governs the employment of the District Attorneys subject to matters that are accepted subjects of bargaining. 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.

**32.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2018 to and including June 30, 2022. Said Agreement shall automatically renew from year to year thereafter unless the Association or the County 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 33 – NON-HEALTHCARE / NON-GENERAL WAGE RE-OPENER

During the months of August through October, 2020, the Association may request to reopen this MOU for the limited purpose of negotiating over a specific and finite list of non-healthcare/non-general wage/non-lump sum issues identified by the Association and agreed upon by the County. The total cost to the County to address the issues that the Association requests to negotiate about during the re-opener will be limited to the Association's share of $2 million that will be allocated among the nine unions of the 2018 Healthcare Coalition. The $2 million will be divided on a per capita basis of total union-represented employees per union as of October 1, 2018. These per capita figures will be provided to the County in one document by the Healthcare Coalition along with the request to reopen the MOU. The $2 million will have a start date no earlier than January 1, 2021.

## SECTION 34 – STATE BAR FINGERPRINTING REQUIREMENT

New California Rule of Court 9.9.5, requires active licensed attorneys in California to be re-fingerprinted by April 30, 2019, without penalty. Employees who are active licensed attorneys may have their fingerprinting done via the Live Scan service in the Human Resources Department at no cost to the employee. If an employee chooses to obtain fingerprinting services from another provider, any costs of such services will be at the employee's sole expense.

# ATTACHMENTS

**ATTACHMENT A** **CLASS AND SALARY LISTING**

**ATTACHMENT B** **MEDICAL/DENTAL PLANS COPAYS**

## DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

### CLASS AND SALARY LISTING
### as of
### JULY 1, 2018

| | | | Salary Range | |
|---|---|---|---|---|
| **Job Code** | **Class Title** | **Flex Staff (F) / Deep Class (D)** | **From** | **To** |
| 2KWD | DEPUTY DISTRICT ATTORNEY-FT | (F) | 7424.705 | 7981.663 |
| 2KTF | DEPUTY DISTRICT ATTORNEY-BASIC | (D), (F) | 10295.090 | 12543.567 |
| 2KTG | DEPUTY DISTRICT ATTORNEY-ADV | (D), (F) | 12537.246 | 13838.772 |

### CLASS AND SALARY LISTING
### as of
### JANUARY 1, 2019

| | | | Salary Range | |
|---|---|---|---|---|
| **Job Code** | **Class Title** | **Flex Staff (F) / Deep Class (D)** | **From** | **To** |
| 2KWD | DEPUTY DISTRICT ATTORNEY-FT | (F) | 7795.941 | 8380.746 |
| 2KTF | DEPUTY DISTRICT ATTORNEY-BASIC | (D), (F) | 10809.845 | 13170.746 |
| 2KTG | DEPUTY DISTRICT ATTORNEY-ADV | (D), (F) | 13164.108 | 14530.711 |

**MEDICAL/DENTAL PLANS**
**July 1, 2018 through June 30, 2022**

**Covered Offered**

The County offers the following Plans:
Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net, Delta Dental PPO and Delta Care HMO.

**Co-Pays and Co-Insurance**

The medical plan co-pays are as follows:

| | |
|---|---|
| CCHP A: | $0 Office Visit in the RMC Network<br>$0 Preferred Generic RX<br>$0 Preferred Brand RX<br>$0 Non-Preferred Brand RX |
| CCHP B: | $0 Office Visit in the RMC Network<br>$5 Office Visit in the CPN Network<br>$3 Preferred Generic RX<br>$3 Preferred Brand RX<br>$3 Non-Preferred Brand RX |
| KAISER PERMANENTE PLAN A: | $10 Office Visit<br>$10 Preferred Generic RX<br>$20 Preferred Brand RX<br>$20 Non-Preferred Brand RX<br>$10 Emergency Room |
| KAISER PERMANENTE PLAN B: | $500 Deductible Per Person<br>$1000 Deductible Per Family<br>$20 Office Visit Copay (not subject to deductible)<br>$20 Urgent Care Copay (not subject to deductible)<br>$10 Lab & X-ray Copay (not subject to deductible)<br>$10 Preferred Generic RX<br>$30 Preferred Brand RX<br>$30 Non-Preferred Brand RX<br>10% Co-Insurance After Deductible for Inpatient Hospital, Outpatient Surgical and Emergency Room<br>$3000 per person and $6000 per family Annual Out of Pocket Maximum |

| | |
|---|---|
| KAISER PERMANENTE HDHP | $1500 Deductible Per Person (Single Coverage)<br>$3000 Deductible Per Family<br>10% Office Visit Coinsurance (After Deductible)<br>10% Urgent Care Coinsurance (After Deductible)<br>10% Lab & X-Ray Coinsurance (After Deductible)<br>$10 Generic Rx (After Deductible)<br>$30 Brand-Name Rx (After Deductible)<br>10% Inpatient Hospitalization Coinsurance (After Deductible)<br>10% Outpatient Surgery & ER Coinsurance (After Deductible)<br>$3000 per Person Annual Out of Pocket Maximum<br>$6000 per Family Annual Out of Pocket Maximum |
| HEALTH NET HMO Plan A: | $10 Office Visit<br>$10 Preferred Generic RX<br>$20 Preferred Brand RX<br>$35 Non-Preferred Brand or Generic RX<br>$25 Emergency Room |
| HEALTH NET HMO Plan B: | $20 Office Visit<br>$50 Urgent Care Visit<br>$1000 Inpatient Hospital Co-pay<br>$500 Out-Patient Surgery Co-pay<br>$100 Emergency Room Co-pay<br>$10 Preferred Generic RX<br>$20 Non-Preferred Brand RX<br>$35 Non-Preferred Brand or Generic RX<br>$2000 per person and $6000 per family Annual Out of Pocket Maximum |
| HEALTH NET PPO Plan A: | $10 Office Visit in network<br>$5 Preferred Generic RX<br>$5 Preferred Brand RX<br>$5 Non-Preferred Brand or Generic RX<br>$50 Emergency Room Deductible, 10% Co-Insurance |

**CONTRA COSTA COUNTY**
**DEPUTY DISTRICT ATTORNEYS' ASSOCIATION**

## SUBJECT INDEX


414H2 Participation ..... 30
Accrual Usage ..... 10
Adoption ..... 41
Aggregate Use for Spouse ..... 14
Annual Administrative Leave ..... 36
Association Recognition ..... 4
Association Representatives ..... 5
Association Security ..... 4
Attendance at Meetings ..... 5
Attorney Fixed-Term Classes ..... 38
Automated Time Keeping ..... 10

Bilingual Pay Differential ..... 31

California State Bar Membership Dues ..... 31
Catastrophic Leave Bank ..... 28
Certification ..... 14
Child Care ..... 26
Communicating With Employees ..... 4
Compensation Claims ..... 9
Computer Vision Care (CVC) Users Eye Exam ..... 38
Coverage During Absences ..... 26

Days and Hours of Work/Holidays ..... 9
Deferred Compensation Incentive ..... 34
Definitions ..... 2
Definitions (Days and Hours of Work/Holidays) ..... 9
Definitions – Holidays ..... 10
Definitions (Leave of Absence) ..... 14
Definition & Procedural Steps (Grievance Procedure) ..... 7
Dependent Care Assistance Program ..... 25
Dual Coverage ..... 22
Dues Deduction ..... 4
Duration of Agreement ..... 42

Family Care Leave or Medical Leave ..... 14
Family Member Eligibility Criteria ..... 21

General Administration – Leave of Absence ..... 13
General Wages ..... 6
Grievance Procedure ..... 7

Health Benefit Coverage for Employees Not Otherwise Covered ..... 27
Health Care Spending Account ..... 25
Health Plan Coverages ..... 16
Health Plan Coverages and Provisions ..... 21
Health Savings Account (HAS) with High Deductible Health Plan ..... 27
Holidays Observed ..... 10
Holidays – Part-Time Employees ..... 11

Intermittent Use of Leave ..... 14

Joint Labor/Management Benefit Committee ..... 18
Jury Duty ..... 6
Jury Duty and Witness Duty ..... 6

Law School Student Loan Reimbursement Program ..... 39
Layoffs ..... 6
Leave of Absence ..... 13
Leave Without Pay ..... 13
Leave Without Pay – Use of Accruals ..... 16
Life Insurance Benefit Under Health and Dental Plans ..... 25
Long Term Disability Insurance ..... 38
Longevity Pay ..... 33
Loss or Damage to Personal Property ..... 40

Maintenance of Membership ..... 4
Medical, Dental & Life Insurance ..... 16
Medical Plan Cost-Sharing for Active Employees
On and after January 1, 2018 ..... 23
Monthly Premium Subsidy ..... 17

No Discrimination ..... 5
Non-Healthcare / Non-General Wage Re-Opener ..... 42

Partial Month ..... 26
Part-Time Employees (Sick Leave) ..... 13
Personal Holiday Credit ..... 11
Personnel Management Regulations ..... 41
PERS Long-Term Care ..... 25
Premium Conversion Plan ..... 26
Prevailing Section ..... 26
Professional Expenses ..... 30
Program Design ..... 28

Rate Information ..... 26
Reimbursement for Professional Expenses ..... 30
Retirement ..... 29
Retirement Benefits–Employees Who Become Mbrs of CCCERA After 12/31/12 ..... 30
Retirement Coverage ..... 19

Salaries ..... 6
Scope of Agreement ..... 41
Scope of Agreement and Severability of Provisions ..... 41
Service Award Date Defined ..... 12
Service Awards ..... 40
Severability of Provisions ..... 41
Sick Leave ..... 13
Sick Leave Incentive ..... 37
State Bar Fingerprinting Requirement ..... 42
Strike or Work Stoppage ..... 9
Supplemental Life Insurance ..... 25

Timestamp ..... 10
Travel Reimbursement ..... 29

Use of County Buildings ..... 4

Vacation Accrual Rates ..... 11
Vacation Allowance for Separated Employees ..... 12
Vacation Buy-Back ..... 37
Vacation Leave ..... 11
Voluntary Vision Plan ..... 27

Withdrawal of Membership ..... 4
Witness Duty ..... 7
Workers' Compensation ..... 31

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 11, 2018

Subject: Resolution No. 2018/583 Memorandum of Understanding with the Contra Costa County Defenders Association

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/583 approving the Memorandum of Understanding (MOU) between Contra Costa County and the Contra Costa County Defenders Association implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of July 1, 2018 through June 30, 2022.

**FISCAL IMPACT:**

The estimated annual cumulative cost of the negotiated contract is $959,000 for FY 2018/19, $2.6 million for FY 2019/20, $3.2 million for FY 2020/21, and $4.0 million for FY 2021/22. For the 2020 year and beyond, projections are based on current enrollment and an average eight percent medical inflation cost each year. The out-year on-going annual cost for the contract is estimated at $4.0 million.

**BACKGROUND:**

The Contra Costa County Defenders Association began bargaining with Contra Costa County on or about May 16, 2018. A Tentative Agreement was reached between the County and the Costa County Defenders Association on December 4, 2018 and ratified on December 6, 2018. The resulting Memorandum of Understanding is attached.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

By: , Deputy

**cc:** Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director, Robin Lipetzky, Public Defender

BACKGROUND: (CONT'D)

>

In summary, the significant changes are:

- Duration of Agreement – Section 38.4
  - The term of the agreement is from July 1, 2018, through June 30, 2022.
- General Wages – Section 5.1
  - Effective January 1, 2019, the salary of all classifications represented by CCCDA will be increased by 5%
  - Effective July 1, 2019, the salary of all classifications represented by CCCDA will be increased by 4%
  - Effective July 1, 2020, the salary of all classifications represented by CCCDA will be increased by 3%
  - Effective July 1, 2021, the salary of all classifications represented by CCCDA will be increased by 4%
- Association Recognition - Section 2
  - Updates references to Association's current representation units.
- Vacation Leave and Annual Administrative Leave – Section 11
  - Changes title of section to "Vacation Leave and Annual Administrative Leave."
- Leave of Absence - Section 14
  - Updates reference to "Family and Medical Leave Act/California Family Rights Act" throughout entire section when applicable. Makes provisions consistent with state and federal law.
- Health, Life and Dental Care – Section 16
  - The County will adjust its monthly premium subsidies for active employees as follows:
    - For the 2019 plan year, the County will adjust its monthly premium subsidies to cover at least the increases for the 2019 plan year;
    - Beginning January 1, 2020, the County will provide a premium subsidy of up to 75% of the second lowest priced non-deductible HMO plan (currently Kaiser A) for Employee and Employee +1, and 76.5% for Employee +2 or more;
    - Beginning January 1, 2021, the County will provide a premium subsidy of up to 78.5% of the second lowest priced non-deductible HMO plan (currently Kaiser A) for all tiers; and
    - Beginning January 1, 2020, the County will provide a premium subsidy of up to 80% of the second lowest priced non-deductible HMO plan (currently Kaiser A) for all tiers.
  - Annual contributions into an HSA for active employees who are enrolled in an eligible High Deductible Health Plan and who have an HSA.
  - Inclusion in the Joint Labor/Management Benefits Committee.
- Grievance Procedure – Section 21
  - Modifies grievance procedure to add additional step (Step-4, Mediation) to make more consistent with standard County practice.

- Deputy Public Defender Law School Student Loan Reimbursement Program – Section 25.3
  - Increases reimbursement amount by six thousand dollars ($6,000).
- Side Letter
  - Incorporates terms of October 10, 2018 Side Letter Agreement between the County and the Association regarding Section 2 – Association Security. Side Letter Agreement updates language to reflect the legal changes as a result of the *Janus* decision and SB 866.
- Non-Healthcare/Non-General Wage Reopener - Section 43 (new)
  - Provides a 2020 reopener for the limited purpose of negotiating over a specific and finite list of non-healthcare/non-general wage/non-lump sum issues identified by the Union and agreed upon by the County. The sum of $2 million will be divided on a per capita basis of total Healthcare Coalition union-represented employees per union as of October 1, 2018. The $2 million will have a start date no earlier than January 1, 2021.
- State Bar Fingerprinting Requirement - Section 42.3 (new)
  - Provides for Live Scan service performed by the Human Resources Department at no cost to the employee. A one-time credit to professional expenses will be made for employees who have already completed the Live Scan process required by California Rule of Court 9.9.5.
- Fixed Term Position as Entry-Level Deputy Public Defenders - Sections 5.15, 11.3, 11.10, 17.5, and new Section 24
  - Provides for the establishment of the classification of Deputy Public Defender-Fixed Term with parity to the Deputy District Attorney-Fixed Term classification. Eliminates the existing classifications of Deputy Public Defender-Special Assignment and Deputy Public Defender I.

CONSEQUENCE OF NEGATIVE ACTION:

The County could be negatively impacted by the potential loss of trained legal personnel.

ATTACHMENTS

Resolution No. 2018/583

Defenders MOU 7/1/18 thru 6/30/22

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/583

**In The Matter Of:** Memorandum of Understanding with the Contra Costa County Defenders Association for the period of July 1, 2018 through June 30, 2022.

The Contra County Board of Supervisors acting in its capacity as the Governing Board of the County of Contra Costa **RESOLVES THAT**:

The Memorandum of Understanding (MOU) between Contra Costa County and the Contra Costa County Defenders Association providing for wages, benefits and other terms and conditions of employment for the period beginning July 1, 2018 through June 30, 2022, for those classifications represented by the Contra Costa County Defenders Association are ADOPTED. A copy of the MOU is attached.

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Lisa Driscoll, County Finance Director
(925) 335-1023

**cc:** Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director, Robin Lipetzky, Public Defender

# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# CONTRA COSTA COUNTY

# AND

# CONTRA COSTA COUNTY DEFENDERS' ASSOCIATION

# JULY 1, 2018 – JUNE 30, 2022

**CONTRA COSTA COUNTY**
**DEFENDERS' ASSOCIATION**

## TABLE OF CONTENTS


| | | |
|---|---|---|
| **SECTION 1** | **ASSOCIATION RECOGNITION** | 4 |
| **SECTION 2** | **ASSOCIATION SECURITY** | |
| 2.1 | Dues Deduction | 4 |
| 2.2 | Communicating With Employees | 4 |
| 2.3 | Use of County Buildings | 4 |
| 2.4 | Advance Notice | 5 |
| 2.5 | New Employees | 5 |
| 2.6 | Notification of Dues Deduction Changes | 5 |
| 2.7 | Assignment of Classes to Bargaining Units | 6 |
| **SECTION 3** | **NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)** | 6 |
| **SECTION 4** | **ASSOCIATION REPRESENTATIVES** | |
| 4.1 | Attendance at Meetings | 7 |
| 4.2 | Association-Sponsored Training Programs | 8 |
| **SECTION 5** | **SALARIES** | |
| 5.1 | General Wages | 8 |
| 5.2 | Entrance Salary | 8 |
| 5.3 | Anniversary Dates | 8 |
| 5.4 | Increments Within Range | 9 |
| 5.5 | Part-Time Compensation | 10 |
| 5.6 | Compensation for Portion of Month | 10 |
| 5.7 | Position Reclassification | 10 |
| 5.8 | Salary Reallocation & Salary on Reallocation | 10 |
| 5.9 | Salary on Promotion | 11 |
| 5.10 | Salary on Involuntary Demotion | 11 |
| 5.11 | Salary on Voluntary Demotion | 12 |
| 5.12 | Pay for Work in Higher Classification | 12 |
| 5.13 | Payment | 13 |
| 5.14 | Discretionary Steps | 13 |
| 5.15 | Parallel Deputy Public Defender Compensation Adjustments | 14 |
| **SECTION 6** | **DAYS AND HOURS OF WORK** | |
| 6.1 | Definitions | 15 |
| 6.2 | Timestamp | 15 |
| 6.3 | Accrual Usage | 15 |
| 6.4 | Automated Time Keeping | 15 |

**SECTION 7** **OVERTIME AND COMPENSATORY TIME OFF**

7.1 Application of Overtime and Compensatory Time Off ..... 15
7.2 Overtime ..... 15
7.3 Compensatory Time ..... 16
7.4 Straight Time Pay and Straight Time Compensatory Time ..... 18

**SECTION 8** **CALL BACK TIME** ..... 18

**SECTION 9** **WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT**

9.1 Workforce Reduction ..... 18
9.2 Separation Through Layoff ..... 19
9.3 Notice ..... 22
9.4 Special Employment Lists ..... 23
9.5 Reassignment of Laid Off Employees ..... 23

**SECTION 10** **HOLIDAYS**

10.1 Holidays Observed ..... 23
10.2 Holiday is Not Worked and Falls on Scheduled Work Day ..... 24
10.3 Holiday is WORKED & Hol falls on Reg Sched Work Day ..... 24
10.4 Permanent Intermittent Employees – Holiday is Worked ..... 25

**SECTION 11** **VACATION LEAVE AND ANNUAL ADMINISTRATIVE LEAVE**

11.1 Vacation Allowance ..... 25
11.2 Vacation Leave on Reemployment From a Layoff List ..... 25
11.3 Accrual Rates –Deputy Public Defenders ..... 26
11.4 Vacation Accrual Rates – Investigator and Investigator Aide ... 26
11.5 Service Award Date Defined ..... 26
11.6 Accrual During Leave Without Pay ..... 27
11.7 Vacation Buy-Back ..... 27
11.8 Vacation Allowance for Separated Employees ..... 28
11.9 Vacation Preference ..... 28
11.10 Annual Administrative Leave (Deputy Public Defenders) ..... 28

**SECTION 12** **SICK LEAVE**

12.1 Purpose of Sick Leave ..... 28
12.2 Credits to and Charges Against Sick Leave ..... 28
12.3 Policies Governing the Use of Paid Sick Leave ..... 29
12.4 Administration of Sick Leave ..... 31
12.5 Disability ..... 33
12.6 Workers' Compensation ..... 35
12.7 Long-Term Disability Insurance ..... 37
12.8 State Disability Insurance (SDI) ..... 37
12.9 Accrual During Leave Without Pay ..... 39

**SECTION 13** **CATASTROPHIC LEAVE BANK**

13.1 Program Design ..... 39
13.2 Operation ..... 9

**SECTION 14 LEAVE OF ABSENCE**
14.1 Leave Without Pay ..... 41
14.2 General Administration – Leaves of Absences ..... 41
14.3 Furlough Days Without Pay (Voluntary Time Off or "V.T.O.") ... 42
14.4 Military Leave ..... 42
14.5 Family Care and Medical Leave (FMLA/CFRA) ..... 43
14.6 Pregnancy Disability Leave/How Leave Is Counted ..... 43
14.7 Group Health Plan Coverage ..... 43
14.8 Leave Without Pay –Use of Accruals ..... 43
14.9 Leave of Absence Replacement and Reinstatement ..... 44
14.10 Reinstatement from Family Care/Medical Leave ..... 44
14.11 Salary Review While on Leave of Absence ..... 45
14.12 Unauthorized Absence ..... 45

**SECTION 15 JURY DUTY AND WITNESS DUTY**
15.1 Jury Duty ..... 45
15.2 Witness Duty ..... 46

**SECTION 16 MEDICAL, DENTAL & LIFE INSURANCE**
16.1 Health Plan Coverage ..... 46
16.2 Monthly Premium Subsidy ..... 47
16.3 Retirement Coverage ..... 49
16.4 Health Plan Coverages and Provisions ..... 51
16.5 Family Member Eligibility Criteria ..... 51
16.6 Dual Coverage ..... 52
16.7 Medical Plan Cost-Sharing-Active EEs on & after 1/1/2018 ..... 53
16.8 Life Insurance Benefits ..... 55
16.9 Supplemental Life Insurance ..... 55
16.10 Health Care Spending Account ..... 55
16.11 PERS Long-Term Care ..... 56
16.12 Dependent Care Assistance Program ..... 56
16.13 Premium Conversion Plan ..... 56
16.14 Prevailing Section ..... 56
16.15 Rate Information ..... 56
16.16 Partial Month ..... 56
16.17 Coverage During Absences ..... 56
16.18 Child Care ..... 57
16.19 Health Benefit Coverage for EEs not Otherwise Covered ..... 57
16.20 Health Savings Account with High Deductible Health Plan ..... 57
16.21 Voluntary Vision Plan ..... 58

**SECTION 17 PROBATIONARY PERIOD**
17.1 Duration ..... 58
17.2 Revised Probationary Period ..... 58
17.3 Criteria ..... 58
17.4 Rejection During Probation/Appeal ..... 58
17.5 Regular Appointment ..... 59
17.6 Layoff During Probation ..... 60
17.7 Rejection During Probation of Layoff Employee ..... 60

**SECTION 18 PROMOTION**
18.1 Competitive Exam ..... 60
18.2 Promotion Policy ..... 60
18.3 Open Exam ..... 60
18.4 Promotion via Reclassification Without Examination ..... 60
18.5 Requirements for Promotional Standing ..... 61
18.6 Seniority Credits ..... 61
18.7 Release Time for Physical Examination ..... 61
18.8 Release Time for Examinations ..... 61

**SECTION 19 RESIGNATIONS**
19.1 Resignation Procedure ..... 61
19.2 Resignation in Good Standing ..... 62
19.3 Constructive Resignation ..... 62
19.4 Effective Resignation ..... 62
19.5 Revocation ..... 62
19.6 Coerced Resignations ..... 62

**SECTION 20 DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**
20.1 Sufficient Cause for Action ..... 63
20.2 Skelly Requirements ..... 64
20.3 Employee Response ..... 64
20.4 Leave Pending Employee Response ..... 64
20.5 Length of Suspension ..... 65
20.6 Procedure on Dismissal, Suspension, Temporary Reduction In Pay, or Demotion ..... 65
20.7 Employee Representation Rights ..... 65

**SECTION 21 GRIEVANCE PROCEDURE**
21.1 Definition and Procedural Steps ..... 65
21.2 Scope of Arbitration Decisions ..... 67
21.3 Filing By The Association At Step 3 ..... 67
21.4 Time Limits ..... 68
21.5 Strike/Work Stoppage ..... 68

**SECTION 22 BILINGUAL PAY** ..... 68

**SECTION 23 RETIREMENT**
23.1 Contribution ..... 68
23.2 Retire Benefits–EEs Who Become Mbrs of CCCERA after 12/31/12 69

**SECTION 24 DEPUTY PUBLIC DEFENDER FIXED-TERM CLASSIFICATION** ..... 69

**SECTION 25 TRAINING AND PROFESSIONAL EXPENSE REIMBURSEMENT**
25.1 Deputy Public Defender Professional Expenses ..... 69
25.2 Public Defender Investigator Professional Expenses ..... 70
25.3 Deputy Public Defender Law School Student Loan Reimbursement Program ..... 70

**SECTION 26** **COMPUTER VISION CARE (CVC) USERS EYE EXAMINATION** ..... 72

**SECTION 27** **VEHICLE COSTS**
27.1 Reimbursement for Use of Personal Vehicle ..... 72
27.2 Charge for Use of Home Garaged County Vehicle ..... 72
27.3 Investigator Use of County Cars ..... 72

**SECTION 28** **PAY WARRANT ERRORS** ..... 72

**SECTION 29** **FLEXIBLE STAFFING** ..... 73

**SECTION 30** **PERSONNEL FILES** ..... 73

**SECTION 31** **SERVICE AWARDS** ..... 75

**SECTION 32** **REIMBURSEMENT FOR MEAL EXPENSE** ..... 75

**SECTION 33** **COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY** ..... 75

**SECTION 34** **UNFAIR LABOR PRACTICE** ..... 76

**SECTION 35** **PERMANENT PART-TIME EMPLOYEES**
35.1 Benefits ..... 76
35.2 Hours ..... 77

**SECTION 36** **DEPUTY PUBLIC DEFENDER SPECIAL ASSIGNMENT-EXEMPT & TEMPORARY EMPLOYEES**
36.1 Deputy Public Defender Special Assignment-Exempt (25W2) Employees ..... 77
36.2 Temporary Employee Leave Benefits ..... 78
36.3 Temporary Employee Step Placement ..... 79
36.4 Deputy Public Defender Special Assignment-Exempt & Temporary Employee Grievances ..... 80

**SECTION 37** **LUNCH PERIOD AND REST BREAKS** ..... 80

**SECTION 38** **ADOPTION** ..... 81

**SECTION 39** **SCOPE OF AGREEMENT AND SEVERABILITY OF PROVISIONS**
39.1 Scope of Agreement ..... 81
39.2 Severability of Provisions ..... 81
39.3 Personnel Management Regulations ..... 81
39.4 Duration of Agreement ..... 81

**SECTION 40** **FAIR LABOR STANDARDS ACT PROVISIONS** ..... 81

**SECTION 41** **SAFETY IN THE WORKPLACE** ..... 82

**SECTION 42** **MISCELLANEOUS PROVISIONS**
42.1 Professional Advisory Committee ..... 82
42.2 Deferred Compensation ..... 82
42.3 State Bar Fingerprinting Requirement ..... 85

**SECTION 43** **NON-HEALTHCARE/NON-GENERAL WAGE RE-OPENER** . 85

**ATTACHMENTS**

# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# CONTRA COSTA COUNTY
# AND
# CONTRA COSTA COUNTY DEFENDERS ASSOCIATION

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 Chief of Labor Relations (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 Association 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

**A.** **Appointing Authority:** Department Head unless otherwise provided by statute or ordinance.

**B.** **Association:** The Contra Costa County Defenders Association.

**C.** **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.

**D.** **Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

**E.** **County:** Contra Costa County.

**F.** **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.

**G.** **Director of Human Resources:** The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.

**H.** **Eligible:** Any person whose name is on an employment or reemployment or layoff list for a given class.

**I.** **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.

**J.** **Employment List:** A list of persons who have been found qualified for employment in a specific class.

**K.** **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.

**L.** **Permanent-Intermittent Position:** Any position that requires the services of an incumbent for an indefinite period of time, but on an intermittent basis, as needed, paid on an hourly basis. Notwithstanding any other provision of this MOU, permanent-intermittent employees are entitled to an hourly wage and FLSA overtime, when applicable, but no other pays or employment benefits, unless this MOU specifically references “Permanent Intermittent” employees for a pay or benefit.

**M.** **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.

**N.** **Permanent Position:** Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.

**O.** **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.

**P.** **Position:** The assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.

**Q.** **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.

**R.** **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.

**S.** **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.

**T.** **Resignation:** The voluntary termination of permanent employment with the County.

**U.** **Temporary Employment:** Any employment in the Merit System that requires the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position and not in permanent status. Notwithstanding any other provision of this MOU, temporary employees are entitled to an hourly wage and FLSA overtime, when applicable, but no other pays or employment benefits, unless this MOU specifically references “Temporary” employees for a pay or benefit.

**V.** **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 - ASSOCIATION RECOGNITION

The Contra Costa County Defenders' Association 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.

CCC Public Defenders Association Unit
Public Defender Investigators Unit

## SECTION 2 - ASSOCIATION 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 Association has the exclusive privilege of dues deduction for all employees in its units.

The Association 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 association security Side Letter, or action taken or not taken by the County under this Side Letter. 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 Side Letter by the County Board of Supervisors.

**2.2 Communicating With Employees.** Representatives of the Association, not on County time, shall be permitted to place employee literature at designated locations in County buildings if arranged through the Department Head or designated representative.

**2.3 Use of County Buildings.** The Association 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 material 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 Association 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.

**2.4 Advance Notice.** The Association 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.

**2.5 New Employees.**

A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Association, that the employee's classification is represented by the Association and the name of a representative of the Association. The County will provide the employee with a packet of information which has been supplied by the Association and which may, at the Association's option, include a membership or dues deduction authorization form.

B. The County will provide written notice of both Employer-wide and department level new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Association, at least ten (10) business days prior to the event.

C. The new employee orientation notice provided to the Association will include the date, time and location of the orientation.

D. Representatives of the Association shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, at the end of the orientation.

E. One bargaining unit member attending orientation as the Association representative shall be given paid release time sufficient to cover the Association's presentation and travel time. The Association will provide the name of any employee who they wish to be released at least 48 hours in advance to the Labor Relations Manager.

F. The County shall monthly furnish a list of all new hires to the Association.

**2.6 Notification of Dues Deduction Changes.** The Association shall regularly provide the County with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section in a manner that has been mutually agreed upon by the County and the Association and set forth in a separate protocol document. The Association will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period.

The Association certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

**2.7 Assignment of Classes to Bargaining Units.** The Employee Relations Officer or the Employee Relations Officer's designee shall assign new classes in accordance with the following procedure:

A. Initial Determination. When a new class title is established, the Employee Relations Officer or the Employee Relations Officer's designee 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. The initial 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 Employee Relations Officer or the Employee Relations Officer's designee 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 paragraph 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.

## SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)

To the extent prohibited by applicable law the County shall not discriminate against an employee because of sex, race, creed, color, national origin, sexual orientation, age, disability or Association activities.

The County and the Association recognize that the Employer has an obligation to reasonably accommodate a qualified employee with a disability. If the County contemplates a reasonable accommodation to comply with the Americans with Disabilities Act (ADA) or the California Fair Employment and Housing Act (FEHA) and such accommodation would conflict with any provision of this Agreement, the County will notify the Association of the proposed accommodation. Upon request within ten (10) days following such notice, the Association may request that the County meet and confer with the Association on the impact of such accommodation. The Parties will meet within seven (7) days following the County's receipt of such notice to meet and confer.

If the County and the Association 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 or FEHA.

## SECTION 4 - ASSOCIATION REPRESENTATIVES

**4.1 Attendance at Meetings.** Employees designated as Association representatives 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.

A. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 21 (Grievance Procedure) of this MOU.

B. If they are designated as an Association representative, 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.

C. If they are designated as spokesperson or representative of the Association 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 the Association are to be discussed.

D. Association representatives shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in Association business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the Association business involved (e.g. grievance meeting, Skelly hearing).

E. Official representatives of the Association 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 Chief of Labor Relations or designee 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 Officer, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

**4.2** **Association-Sponsored Training Programs.** The County shall provide a maximum of twenty-four (24) hours per year of release time for Association designated representatives to attend Association-sponsored training programs. Requests for release time shall be provided in writing to the Department and the County Human Resources Department 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.

1. Effective January 1, 2019, the base rate of pay for all classifications represented by the CCCDA will be increased by five percent (5%).

2. Effective July 1, 2019, the base rate of pay for all classifications represented by the CCCDA will be increased by four percent (4%).

3. Effective July 1, 2020, the base rate of pay for all classifications represented by the CCCDA will be increased by three percent (3%).

4. Effective July 1, 2021, the base rate of pay for all classifications represented by the CCCDA will be increased by four percent (4%).

**Longevity Pay.** Permanent, full-time and permanent part-time employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential. Permanent, full-time employees at fifteen (15) years of County service shall receive an additional two and one-half percent (2.5%) longevity pay differential. Permanent, full-time and permanent part-time employees who have completed twenty (20) years of Contra Costa County service will receive a two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award. For those employees who completed twenty (20) years of service on or before November 1, 2012, this longevity differential will be paid prospectively only from November 1, 2012.

**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 at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Director of Human Resources (or designee) offers to meet and confer with the Association on a case by case basis each time prior to formalizing the appointment.

**5.3** **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 5.3 (Anniversary Dates) Paragraph A (New Employees) 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. 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 (Salaries), 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.

**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 subsection 5.3 (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 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. 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 fulltime employee under the provisions of this Section 5 (Salaries), 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 subsection 5.9 (Salary on Promotion).

**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. If 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 subsection 5.8 (Salary Reallocation & Salary on Reallocation) paragraph A, 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. If 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. If an employee is in a position which is reallocated to a different class 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. If 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.

**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 5.12 (Pay for Work in a Higher Classification), shall receive the salary in the new salary range which is next higher than the rate received before promotion. If 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. Upon 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 Involuntary Demotion.** Any employee who is demoted, except as provided under subsection 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. If 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 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 5.9 (Salary on Promotion) of this Memorandum of Understanding, 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 of Understanding.

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) 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.

**5.13 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 5.13, (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.

**5.14 Discretionary Steps.**

A. The Public Defender may grant a performance step(s) to incumbents in the class of Deputy Public Defender IV, subject to the following conditions:

1. Each performance step is equal to two and one-half percent (2½%) of the affected employee's base salary rate in effect on December 31 preceding the effective date of the increase.

2. The Public Defender may award a maximum of two (2) merit steps to the same employee for the same calendar year.

3. The affected employee's base salary rate must be at the top merit step of the salary range.

4. The award must be based on an annual evaluation of work performance.

5. The performance step(s) will be awarded effective January 1st of the applicable calendar year.

6. Each performance step shall remain in effect for twelve (12) months from the date performance pay is granted. The Public Defender may renew the step(s) award in increments of twelve (12) months at his or her discretion.

7. The Public Defender may rescind a performance step(s) effective the first of any month based on an evaluation of performance.

B. The Public Defender shall provide to the Department staff by January 31st of each year the names of employees who have been awarded performance pay.

C. Effective June 30, 2015, the Public Defender may grant a performance step(2) to employees in the classification of Deputy Public Defender III subject to the conditions described in Section 5.14A, above.

**5.15 <u>Parallel Deputy Public Defender Compensation Adjustments.</u>**

A. Except as provided in subsection 5.1, General Wages, of this Section, the Parties agree that the base salary rates and ranges for the corresponding level(s) of the Public Defender classification series shall be subject to the same generally applicable base salary rate increases and decreases as are applied to the corresponding level(s) of the Deputy District Attorney classification series at the same time such increases or decreases are applied to that level. For example, if the Deputy District Attorney classification series is granted a two percent increase, the Deputy Public Defender classification series will receive a two percent increase. For purposes of this subsection, corresponding levels are:

- Deputy Public Defender Fixed-Term corresponds to Deputy District Attorney Fixed-Term;
- Deputy Public Defender I, II and III corresponds to Deputy District Attorney Basic; and
- Deputy Public Defender IV corresponds to Deputy District Attorney Advanced.

Nothing in this subsection shall be construed to prevent, truncate, or negate in any manner any term of the Parties' Special Agreement concerning Agreed Upon Temporary Absences ("ATA").

B. Subsection 5.15, paragraph A does not apply to the Deputy Public Defender special assignment classification.

C. If the County and Deputy District Attorneys Association hereafter enter into an MOU that includes any new benefits, deletes or modifies existing benefits, the same new benefit or deletion or modification of existing benefits shall simultaneously apply to the Deputy Public Defenders classification series. For purposes of this provision, only new, modified, or deleted benefits included for the Deputy District Attorney Fixed Term classification apply to the Deputy Public Defender Fixed Term classification.

## 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. **Workweek for Employees on Regular Work Schedules:** For employees on a regular work schedule, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

**6.2 Timestamp:** Each and every temporary and permanent intermittent employee (hereafter called "hourly employees") must timestamp in and out as he/she begins his/her work shift/day, finishes his/her work shift/day, and takes meal breaks.

**6.3 Accrual Usage:** The use of leave accruals must be reported in one minute increments and may not be rounded.

**6.4 Automated Time Keeping:** The Association agrees to the implementation of an automated timekeeping system by the County. The Association waives its right to meet and confer regarding any impacts that result from the County's implementation of the automated timekeeping system. The Association agrees to convert from the current monthly payroll procedures with an advance to a new payroll procedure to be determined.

## SECTION 7 – OVERTIME AND COMPENSATORY TIME OFF

**7.1 Application of Overtime and Compensatory Time Off.** Overtime pay and compensatory time off provided in subsection 7.2, Overtime, subsection 7.3, Compensatory Time, and subsection 7.4, Straight Time Pay and Straight Time Compensatory Time, do not apply to employees in classifications in the Public Defender series or to other employees exempt from overtime under the Fair Labor Standards Act.

**7.2 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 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.

**7.3** **Compensatory Time.** The following provisions shall apply:

A. Employees may annually 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. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines must elect to accrue compensatory time or they will be paid for authorized overtime hours worked.

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 7.3 (Compensatory 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 subsection 7.3 (Compensatory Time) paragraph 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 (Overtime and Compensatory Time Off).

**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 7.2, 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 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 7.3, above, apply to straight time compensatory time off.

## SECTION 8 - CALL BACK TIME

Any Public Defender Investigator or Investigator Aide 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.

## SECTION 9 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

**9.1 Workforce Reduction.** If funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the Association 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 Chief of Labor Relations (or designee) that the Board of Supervisors may take action which will result in the layoff of employees in the Public Defender representation unit, the Chief of Labor Relations (or designee) shall notify the Association of the possibility of such layoffs and shall meet and confer with the Association regarding the implementation of the action.

**9.2 <u>Separation Through Layoff.</u>**

A. <u>Grounds for Layoff.</u> 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. <u>Order of Layoff.</u> The order of layoff in the department shall be based on inverse seniority in the class of positions, the employee in the 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 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 part-time employees may displace only other permanent part-time employees with less seniority holding permanent positions of the same type respectively.

2. A permanent full-time employee may displace any part-time employee with less seniority.

   a) In the same class as provided in Section 9.2 (Separation Through Layoff) paragraph C sub-paragraph 1 (In the Same Class) or,

   b) In a class of the same or lower salary level as provided in Section 9.2 (Separation Through Layoff) paragraph C sub-paragraph 2 (In the Same Level or Lower Class), if no fulltime 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 Director of Human Resources 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.

1. 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 (5%) 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 the other class 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.

2. 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 as 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 because 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 Director of Human Resources 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 (Causes for Disqualification) 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.

5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice of certification 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. 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. Any subsequent appointment of such person from the layoff list shall result in removal of that person's name.

K. Removal of Names from Reemployment and Layoff certifications. The Director of Human Resources 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.

**9.3 Notice.** The County agrees to 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 T.E.T. employment pool which will include the names of all laid off County employees. 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).

Employees in the T.E.T. 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 are displaced within the same classification from fulltime 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 increased hours). The request must be in writing in accord with the 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.

**A.** The County will observe the following holidays:

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 Friday after Thanksgiving
December 25th, known as Christmas Day

Such other days as the Board of Supervisors may by resolution designate as holidays.

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.

**B.** Personal Holiday Credit. Employees are entitled to accrue two (2) hours of personal holiday credit per month. This time is prorated for part-time employees. Preference of personal holidays shall 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, employees are paid for any unused personal holiday credit hours at the employee's then current pay rate, up to a maximum of forty (40) hours.

**10.2 Holiday is Not Worked and Holiday Falls on Scheduled Work Day.**

**A. Holidays Observed – Full-time Employees:** Each full-time employee is entitled to observe a holiday (8 hours off work), without a reduction in pay, whenever a holiday is observed by the County.

**B. 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 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 multiplied by 8 = 4.8). Hereafter, the number of hours produced by this calculation will be referred to as the "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 ("scheduled work hours") 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 employee's "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.

**10.3 Holiday is WORKED and Holiday Falls on Regularly Scheduled Work Day.**

**A. Full-Time Employees:** 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 or holiday compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked, up to a maximum of eight (8) hours. This provision is applicable only to employees in the following classifications:

6N75 - Public Defender Investigative Aide
6N7A - Public Defender Investigative Assistant
6NWA - Public Defender Investigator I

6NVA - Public Defender Investigator II
6NVB - Senior Public Defender Investigative Aide

**B.** **Part-Time Employees:** 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 or holiday compensation time at the rate of one (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday, up to a maximum of the amount of the "Part-time employee's holiday hours." This provision is applicable only to employees in the following classifications:

6N75 - Public Defender Investigative Aide
6N7A - Public Defender Investigative Assistant
6NWA - Public Defender Investigator I
6NVA - Public Defender Investigator II
6NVB - Senior Public Defender Investigative Aide

**10.4** **Permanent Intermittent Employees - Holiday is Worked.** Permanent intermittent employees who work on a holiday are 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) for all hours worked on the holiday.

## SECTION 11 - VACATION LEAVE AND ANNUAL ADMINISTRATIVE LEAVE

**11.1** **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 5.8 (Salary Reallocation and Salary Reallocation) of this MOU. Vacation credits may be taken in one minute increments but 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 Leave on Reemployment From a Layoff List.** Employees with six (6) 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.

**11.3** **Accrual Rates - Deputy Public Defenders.** The vacation schedule listed below shall be maintained for Deputy Public Defenders' Grades I, II, III, IV, and Deputy Public Defender Fixed-Term.

| Length of Service | Hours | Maximum Cumulative Hours |
|---|---|---|
| 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 - 19 years | 13 1/3 | 320 |
| 20 - 24 years | 16-2/3 | 400 |
| 25 - 29 years | 20 | 480 |
| 30 years and up | 23-1/3 | 560 |

**11.4** **Vacation Accrual Rates – Investigator and Investigator Aide.**

The rates at which vacation credits accrue for employees in the Public Defender Investigator and Public Defender Investigator Aide classifications, and the maximum accumulation thereof are as follows:

| Length of Service | Monthly Accrual Hours | Maximum Cumulative Hours |
|---|---|---|
| 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 |

**11.5** **Service Award Date Defined.** An employee's Service Award Date is the first day of his or 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.

***Example One*:**

1. An employee's Service Award Date is January 1, 1988.

2. The employee reaches 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 first 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 first appear on the employee's April 10, 2007 pay warrant.

**11.6 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.

**11.7 Vacation Buy-Back.**

**A. FOR EMPLOYEES HIRED BEFORE NOVEMBER 1, 2012:**

Deputy Public Defenders may choose reimbursement for up to one-third (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.

3. The maximum number of hours that may be reimbursed in any one year is one-third (1/3) of the annual accrual.

**B. For Employees Hired On and After November 1, 2012:**

Employees promoted or hired by the County into any classification represented by the Contra Costa County Defenders Association on and after November 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 the Contra Costa County Defenders Association will retain that benefit after promoting into a classification represented by the Contra Costa County Defenders Association.

**C.** If a lump sum payment has been made in lieu of a retroactive general salary adjustment for a portion of the calendar year which is subsequent to exercise by an employee of the vacation 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 included the effective date of the vacation buy-back.

**11.8** **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.

**11.9** **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 order of request as reasonably as possible unless otherwise provided in the supplemental sections of this Memorandum of Understanding.

**11.10** **Annual Administrative Leave (Deputy Public Defenders).** On January 1st of each year, permanent full-time employees in paid status and in the classes of Deputy Public Defender I, II, III, and IV, and Deputy Public Defender Fixed-Term will be credited with ninety-four (94) hours of paid annual administrative leave to recognize the unavailability of overtime pay for Deputy Public Defenders. Employees appointed after July 1st will be credited with forty seven (47) hours of paid annual administrative leave on the first succeeding January 1st and will be credited with ninety-four (94) hours annually thereafter. Permanent part-time employees in paid status in the classifications identified above will be credited with pro-rata administrative leave as described herein. Annual administrative leave must be used during the calendar year in which credited and may not be carried forward. Paid administrative leave is separate from paid vacation and will be accounted for accordingly. Upon separation from County service, there shall be no payoff for unused administrative leave credits.

## 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. 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 minute increments. 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.

Upon 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.

**12.3 Policies Governing the Use of Paid Sick Leave.**

A. 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:

1. "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.

2. "Employee" means any person employed by Contra Costa County in an allocated position in the County service.

3. "Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and this Memorandum of Understanding.

4. "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.

B. 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:

1. 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.

2. 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:

a. An application for retirement due to disability has been filed with the Retirement Board.

b. 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.

c. 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.

3. 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.

4. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from, 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:

a. 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.

b. 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.

5. Medical and Dental Appointments. An employee may use paid sick leave credits:

a. For working time used in keeping medical and dental appointments for the employee's own care; and

b. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.

6. 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.

7. 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.

8. Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.

9. Accumulated paid sick leave credits may not be used in the following situations:

a. 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 Public Defender may authorize it when extenuating circumstances exist and the appointing authority approves.

b. 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. 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 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 appointments.

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 subsection 12.4 (Administration of Sick Leave) paragraph 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. 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.

**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 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 subsection 12.5 (Disability) paragraphs (A) or (B), 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 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 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 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's fees and expenses shall be paid one-half by the County and one-half by the employee or the employee's Association. 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. The scope of the arbitrator's review shall be as follows:

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.

## 12.6 Workers' Compensation.

A. Benefit Level. 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 87% to 86%. For all accepted claims filed with the County on or after January 1, 2007, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 86% to 80%. 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 decreased from 80% to 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.

B. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses anytime 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 because 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.

C. 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. "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.

D. Termination of Continuing Pay. 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.

E. Extended Temporary Disability. 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.

F. 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 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.

G. 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.

H. 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

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 ÷ $1,667)]
C = 8 [1 - (.5758)]
C = 8 (.4242)
C = 3.39
3 hours chargeable to sick leave
5 hours chargeable to Workers' Compensation

**12.7 Long-Term Disability Insurance.** Deputy Public Defenders will be covered by a long-term disability insurance policy identical with that currently covering employees in the Deputy District Attorney class series.

**12.8 State Disability Insurance (SDI).**

A. Applicability. This subsection 12.8, State Disability Insurance, applies only to Public Defender Investigators.

B. 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 are required to use their 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 work, on disability, and receiving SDI, the employee's County department will make appropriate integration adjustments, including retroactive adjustments, if necessary. Employees must inform their department of a disability in a timely manner in order for the department to make appropriate integration adjustments. SDI benefit payments will be sent directly to the employee by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the amount of the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. These accruals may be used only to the extent that the total payment does not exceed the employee's base monthly salary.

C. Procedures. Employees with more than one and two tenths (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 one and two tenths (1.2) hours or less of sick leave accruals at the beginning of the disability integration period, the Department will automatically use one tenth (1/10th) hours of sick leave per month for the duration of their SDI benefit.

When the SDI benefit is exhausted, integration terminates. The employee then may continue to use sick leave without integration and/or other accruals.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates.

Employees whose SDI claims are denied must present a copy of their claim denial to their Department. The Department will then authorize the use of unused sick leave and/or other accruals as appropriate.

D. Method of Integration. For purposes of integration with the SDI program, all full-time employees' schedules will be converted to eight (8) hour/five (5) day weekly work schedules.

The formula for full time employees' sick leave integration charges is as follows:

L = [S-D ÷ S] x 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 Hours Charged Per Day

Permanent part-time employees, permanent-intermittent employees, and full-time employees who are working a light/limited duty reduced schedule, will have their sick leave integration adjusted accordingly.

E. Definition. "Base Monthly Salary", for purposes of the SDI integration program, is defined as the salary amount of the employee's step on the salary schedule of the employee's classification at the time of integration.

F. No Buy-Back. Employees will not be allowed to buy back sick leave hours used by the employee while on SDI.

**12.9 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 - CATASTROPHIC LEAVE BANK

**13.1 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 or personal holiday credit 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, 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.

**13.2 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 nonspecific. Consideration of all requests by the committee will be on an anonymous requester 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. 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.

C. 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.

D. 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 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 14 - LEAVE OF ABSENCE

**14.1** **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 Leave (PDL), serious health conditions, Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) leave shall be granted in accordance with applicable state and federal law.

**14.2** **General Administration - Leaves of Absence.**

A. Requests for leave without pay shall be made in writing 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. Leave without pay may be granted for any of the following reasons:

1. Employee's own illness, disability~~.~~, or serious health condition;

2. Pregnancy~~.~~ or preganancy disability;

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3. To bond with the employee's newborn or with a child who is placed in an employee's family for adoption or foster care;

4. Family care to care for a spouse, child, parent, or domestic partner who has a serious health condition;

5 To take a course of study which will increase the employee's usefulness on return to the position~~.~~;

6 For other reasons or circumstance acceptable to the appointing authority.

B. An employee must request a leave of absence without pay 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 Public Defender within five (5) days of learning of the event by which the need for the leave of absence 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. 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.

E. 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.

**14.3 Furlough Days Without Pay (Voluntary Time Off or "V.T.O.").** 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 subsection 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 subsections 10.1 (Holidays Observed), 11.1 (Vacation Allowance), 11.4 (Accrual During Leave Without Pay), 12.2 (Credits to and Charges Against Sick Leave), and 12.7 (Accrual During 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 V.T.O. program shall be continued for the life of the contract.

**14.4 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, because 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.

**14.5 Family Care and Medical Leave (FMLA/CFRA).** Upon request to the Public Defender, any eligible employee shall be entitled to twelve (12) weeks leave (less if so requested by the employee) in any twelve (12) month period for any of the reasons set forth in the federal Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). The twelve (12) month period in which the twelve week leave entitlement occurs is a "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA/CFRA leave. Under the "rolling" twelve (12) month period, each time an employee takes FMLA/CFRA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months. FMLA/CFRA leave eligibility and use will be administered in accordance with the FMLA and CFRA and their implementing regulations, as revised from time to time.

**14.6 Pregnancy Disability Leave/How Leave Is Counted.**
Insofar as pregnancy disability leave is used under subsection 12.3, paragraph B, sub-paragraph 4 (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the twelve (12) week family care leave period.

**14.7 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 subsection 14.8 (Leave Without Pay – Use of Accruals). During the twelve (12) weeks of an approved family medical leave under subsection 14.5 (Family Care And Medical Leave) 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 subsection 14.8 (Leave Without Pay – Use of Accruals). 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.

**14.8 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 subsection 12.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, 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 Long Term Disability ("LTD") Benefit Coordination (for employees in the Public Defender series) or by Sick Leave Integration or as provided in the sections below.

B. California Family Rights Act (CFRA) and Federal Medical Leave Act (FMLA). During the twelve (12) weeks of an approved family medical leave (FMLA/CFRA), 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 subsection 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 14.8, paragraph A (All Leaves of Absence) 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 during the LTD waiting period. After the LTD waiting period, an eligible employee may choose to maintain further pay status only as allowed under subsection 14.8 paragraph A (All Leaves of Absence) herein. However, LTD benefit payment will be reduced by any accruals used.

D. Baby/Child Bonding. To bond with the employee's newborn or with a child who is placed in an employee's family for adoption or foster care, an employee eligible for baby/child bonding leave pursuant to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) may use sick leave accruals for such baby/child bonding.

E. Sick leave accruals may not be used during any leave of absence, except as allowed under subsection 12.3 (Policies Governing the Use of Paid Sick leave) unless otherwise stated in Section 14.8 - Leave Without Pay – Use of Accruals.

**14.9 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 due to the reinstatement of a permanent employee, the provisions of Section 9 (Workforce Reduction/Layoff/Reassignment) shall apply.

**14.10 Reinstatement From Family Care/Medical Leave.** In the case of Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA), 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 sixty (60) 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 four hundred and eighty (480) 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. Calculations of work days or hours are determined on the day leave commenced provided no additional leave was taken in the previous twelve (12) months.

**14.11 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.

**14.12 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 15 - JURY DUTY AND WITNESS DUTY

### 15.1 Jury Duty.

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 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.

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. An "Absence/Overtime Record" (“AOR”) is not required.

2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. A court certificate is not required but an Absence/Overtime Record (“AOR”) 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 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.

**15.2 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.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in subsection 15.1 (Jury Duty) of this MOU.

Employees shall advise their department as soon as possible if scheduled to appear for witness duty.

## SECTION 16 - MEDICAL, DENTAL & LIFE INSURANCE

### 16.1 Health Plan Coverage.

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

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 was 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.

**16.2 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:

| Health & Dental Plans | Employee | Employee +1 Dependent | Employee +2 or More Dependents |
|---|---|---|---|
| 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 PPO with CCHP A or B | $41.17 | $93.00 | $93.00 |
| Delta Dental PPO with Kaiser or Health Net | $34.02 | $76.77 | $76.77 |
| Delta Dental PPO without a Health Plan | $43.35 | $97.81 | $97.81 |
| Delta Care HMO with CCHP A or B | $25.41 | $54.91 | $54.91 |
| Delta Care HMO with Kaiser or Health Net | $21.31 | $46.05 | $46.05 |
| Delta Care HMO without a Health Plan | $27.31 | $59.03 | $59.03 |

B. If the County contracts with a medical or dental plan that is not listed above the County will determine the monthly dollar premium subsidy that it will pay to that medical or dental plan provider for employees and their eligible family members.

C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical 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.**

1. The Unions and County agree to create a Joint Labor/Management Benefit Committee ("Benefit Committee"). 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. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly.

2. The Benefit Committee will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 16 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. If the Benefit Committee is selecting a replacement medical or dental plan for a plan that is no longer available, 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.

3. Immediately upon adoption of an overall contract extension package agreement, the County and the Coalition Union/Association Benefit Committee representatives will work together as equal partners to 1) identify a new medical plan carrier to replace Health Net, and 2) explore the costs of CalPERS Health and other plan options including but not limited to the SEIU Taft-Hartley Trust plans as possible future replacements with the goal of beginning with the 2020 plan year. Any replacement plans selected must not increase the County's retiree health costs.

4. The new medical plan carrier that will replace Health Net must include an HMO plan and one plan providing out-of-network provider coverage.

5. Once all nine (9) Coalition Union/Association representatives on the Benefit Committee and the County have agreed on the new medical plan carrier to replace Health Net, the new medical plan will replace Health Net for all Coalition Unions/Associations the following January 1.

6. Each year, County will coordinate a team composed of the County, the County's benefits consultant, and Union/Association Benefit Committee representatives, to work as equal partners to provide

input for the annual negotiations with the medical plan providers over the plan premiums for the next plan year. The team will have authority to make information requests, request and observe presentations by the County's healthcare consultant regarding premium rates and ask questions, and help guide the strategy of the County in the annual negotiations.

7. County and Unions/Associations of the Coalition will jointly work to educate employees regarding the cost benefits of lower cost plans, including the Kaiser High Deductible Health Plan.

8. County and Union/Association Benefit Committee representatives will jointly work as equal partners to seek plan design changes across all plans that would reduce costs and improve quality of care.

**16.3 Retirement Coverage:**

A. Upon Retirement:

1. Upon retirement and for the term of this agreement, 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 for eligible retirees and their eligible family members set forth in subsection 16.2 - Monthly Premium Subsidy.

2. Any person who becomes age 65 on or after March 1, 2011, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after March 1, 2011, and their eligible family members, no monthly premium subsidy will be paid by the County for any health 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 and/or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within one hundred twenty (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 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 10th of each month, to the Contra Costa County Human Resources Department-Employee Benefits Division. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage pursuant to Subsection 16.3 (Retirement Coverage) paragraph 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 the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to Subsection 16.3 (Retirement Coverage) paragraph A 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 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 subsection 16.3 (Retirement Coverage) paragraphs (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 (1) 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 subsection 16.3 (Retirement Coverage) paragraphs 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 dental plans or are eligible to retain continuous coverage of such plans: 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 subsection 16.3 (Retirement Coverage) only, 'eligible family members' does not include Survivors of employees or retirees.

**16.4 Health Plan Coverages and Provisions.** The following provision is applicable regarding County Health and Dental Plan participation:

A. 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.

**16.5 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical 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, step-child, child of a qualified domestic partner, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

**B. Dental Insurance**

1. Eligible Dependents all dental plans:

a. Employee's legal spouse
b. Employee's qualified domestic partner
c. 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. Delta Dental PPO 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.

3. Delta Care HMO Only – Employee's Child to age 26.

4. "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.

**16.6 Dual Coverage.**

A. Each employee and retiree may be covered by only a single County health (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 16.5, (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 subsection 16.7 (Dual Coverage) 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.

**16.7 Medical Plan Cost-Sharing for Active Employees on and after January 1, 2018.**

A. For active employees for the plan year that begins on January 1, 2018, the County will adjust the subsidy amounts in subsection 13.2.A and will pay only the total monthly premium subsidy for medical plans stated below:

| Medical Plans | Employee | Employee +1 Dependent | Employee +2 or More Dependents |
|---|---|---|---|
| Contra Costa Health Plans (CCHP), Plan A | $574.45 | $1,137.59 | $1,778.56 |
| Kaiser Permanente Health Plan B | $463.73 | $919.05 | $1,463.45 |
| Kaiser Permanente High Deductible Health Plan | $461.96 | $946.56 | $1,432.15 |
| Health Net HMO Plan B | $767.68 | $1,491.54 | $2,377.76 |

B. Medical Plan Cost-Sharing for Active Employees for the 2019 Plan Year. For active employees for the plan year that begins on January 1, 2019, the County will pay the monthly premium subsidy for medical plans stated below:

| Employee Medical Plans | Monthly Premium | County Monthly Premium Subsidy | Employee Monthly Premium Cost |
|---|---|---|---|
| Contra Costa Health Plans (CCHP), Plan A | $812.06 | $641.65 | $170.41 |
| Contra Costa Health Plans (CCHP), Plan B | $900.19 | $672.58 | $227.61 |
| Kaiser Permanente Health Plan A | $877.30 | $600.00 | $277.30 |
| Kaiser Permanente Health Plan B | $697.28 | $600.00 | $97.28 |
| Health Net HMO Plan A | $1,677.56 | $986.18 | $691.38 |
| Health Net HMO Plan B | $1,166.55 | $882.34 | $284.21 |
| Health Net PPO Plan A | $2,340.40 | $1,226.79 | $1,113.61 |
| Kaiser High Deductible Health Plan | $559.68 | $559.68 | $0.00 |

| Employee +1 Dependent Medical Plans | Monthly Premium | County Monthly Premium Subsidy | Employee Monthly Premium Cost |
|---|---|---|---|
| Contra Costa Health Plans (CCHP), Plan A | $1,624.10 | $1,271.99 | $352.11 |
| Contra Costa Health Plans (CCHP), Plan B | $1,800.37 | $1,314.95 | $485.42 |
| Kaiser Permanente Health Plan A | $1,754.60 | $1,200.00 | $554.60 |
| Kaiser Permanente Health Plan B | $1,394.56 | $1,200.00 | $194.56 |
| Health Net HMO Plan A | $3,355.12 | $1,765.02 | $1,590.10 |
| Health Net HMO Plan B | $2,333.10 | $1,720.86 | $612.24 |
| Health Net PPO Plan A | $4,680.80 | $2,109.72 | $2,571.08 |
| Kaiser High Deductible Health Plan | $1,119.36 | $1,119.36 | $0.00 |

| Employee +2 Dependent Medical Plans | Monthly Premium | County Monthly Premium Subsidy | Employee Monthly Premium Cost |
|---|---|---|---|
| Contra Costa Health Plans (CCHP), Plan A | $2,436.18 | $1,980.17 | $456.01 |
| Contra Costa Health Plans (CCHP), Plan B | $2,700.56 | $2,106.48 | $594.08 |
| Kaiser Permanente Health Plan A | $2,631.90 | $1,825.00 | $806.90 |
| Kaiser Permanente Health Plan B | $2,091.84 | $1,825.00 | $266.84 |
| Health Net HMO Plan A | $5,032.68 | $3,230.62 | $1,802.06 |
| Health Net HMO Plan B | $3,499.65 | $2,721.74 | $777.91 |
| Health Net PPO Plan A | $7,021.20 | $4,251.97 | $2,769.23 |
| Kaiser High Deductible Health Plan | $1,679.04 | $1,679.04 | $0.00 |

C. Medical Plan Cost-Sharing for Active Employees on and after January 1, 2020.

1. For active employees for the plan year that begins on January 1, 2020, the County will move to a percentage-based cost sharing approach for medical care premium subsidies. The County will pay seventy-five percent (75%) of the total medical plan premium for the Employee and Employee +1 Dependent tiers of the second lowest priced non-deductible HMO plan. The County will pay 76.5% of the total medical plan premium for the Employee +2 or more Dependents tier of the second lowest priced non-deductible HMO plan. These annual calculated dollar amounts will be applied to all plans and tiers as described.

2. For active employees for the plan year that begins on January 1, 2021, the County will pay seventy-eight and a half percent (78.5%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

3. For active employees for the plan year that begins on January 1, 2022, and each year thereafter, the County will pay eighty percent (80%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated dollar amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

4. For active employees for the plan year that begins on January 1, 2021, and each year thereafter, for the Kaiser Permanente Health Plan B, employees will pay at least the following share of the total medical plan premium:

| **Kaiser Permanente Health Plan B** | **Employee Monthly Premium Cost** |
|---|---|
| Employee | $20.00 |
| Employee +1 Dependent | $40.00 |
| Employee + 2 or More Dependents | $60.00 |

5. In the event of a reduction in the premium for the second lowest priced non-deductible HMO plan, the County will pay the premium subsidy for medical plans that the County paid in the previous plan year.

**D**. Beginning 2022, the County will review technological advancements in the area of benefits administration and consider asking any eligible employee who waives County health insurance to provide proof of other health insurance coverage.

**16.8** **Life Insurance Benefits.** 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. For Deputy Public Defender Attorneys, additional Group Term Life Insurance in the amount of forty-five thousand dollar ($45,000) will be provided by the County.

**16.9** **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.

**16.10** **Health Care Spending Account.** After six (6) months of permanent employment, full and part-time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated 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.

**16.11 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.

**16.12 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 a predetermined amount of annual salary not to exceed the lesser of either five thousand dollars ($5,000) or the maximum amount authorized by federal law, of annual salary (before taxes) per calendar year, of before-tax dollars to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

**16.13 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.

**16.14 Prevailing Section.** To the extent that any provision of this Section 16 (Medical, Dental & Life Insurance) 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 16 (Medical, Dental & Life Insurance) will prevail.

**16.15 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.

**16.16 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 Human Resources Department-Employee Benefits Division. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

**16.17 Coverage During Absences.** An employee shall be allowed to maintain his/her health plan coverage at the County group rate for twelve (12) months if the employee is on an approved leave of absence and has exhausted all available accruals 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.

**16.18 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.

**16.19 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. § 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. This provision is not subject to the grievance process.

**16.20 Health Savings Account with High Deductible Health Plan**

A. Active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan may select a Health Savings Account ("HSA") offered through Kaiser Permanente under the following conditions and subject to any other laws, regulations or rules governing HSAs:

1. Only active employees who are enrolled in the Kaiser High Deductible Health Plan may elect to initially enroll in the HSA. The HSA is not available to permanent-intermittent or temporary employees.

2. Employees may only contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code.

3. 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.

4. Employees are responsible for paying any HSA account management fees charged by the HSA administrator.

5. The County does not manage or administer the HSAs.

B. For the 2019 Plan Year, the County will make a one-time contribution of five hundred dollars ($500) into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan for the 2019 plan year and who have an HSA. The contribution will be made with the February 10, 2019 pay.

C. For the 2020 Plan Year and each year thereafter, the County will contribute six hundred and twenty-five dollars ($625) annually into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay for the plan year.

**16.21 Voluntary Vision Plan.** The County will offer active employees the option to enroll in a voluntary vision plan during open enrollment. Employees will pay the full premium cost of the plan. The County will contract for a voluntary vision plan with no co-pays. The vision plan is not available to permanent-intermittent or temporary employees.

## SECTION 17 - PROBATIONARY PERIOD

**17.1 Duration.** All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. The probationary period shall be nine (9) months for original entrance appointments and six (6) months for promotional appointments, except that the probationary period for Deputy Public Defenders shall be six (6) months for original entrance and promotional appointments. Notwithstanding the other provisions of this section, the probation period for all appointments to the Deputy Public Defender Fixed-Term classification will be twelve (12) months.

**17.2 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.

**17.3 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.

**17.4 Rejection During Probation/Appeal.**

A. 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.

B. 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 or Association activities, or race, color, national origin, sex, age, disability, or sexual orientation.

C. 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 18.4 (Rejection During Probation/Appeal) paragraph B 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.

D. 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 17.4 (Rejection During Probation/Appeal) paragraph B, 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.

E. 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.

**17.5 Regular Appointment.** The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Director of Human Resources receive from the appointing authority a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. 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. If the appointing authority has not returned the probation report, a probationary employee may be rejected from the service within a reasonable time after the probation period for failure to pass probation. If the appointing authority fails to submit in a timely manner the proper written documents certifying that a probationary employee has served in a satisfactory manner and later acknowledges it was his or her intention to do so, the regular appointment shall begin on the day following the end of the probationary period.

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.

Notwithstanding the provisions of this section, employees previously employed as a Deputy Public Defender Fixed-Term classification do not have the right to be restored to, reemployed in, or placed on the eligible list for the Deputy Public Defender Fixed-Term classification.

**17.6 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.

**17.7 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 18 - PROMOTION

**18.1 Competitive Exam.** Promotion shall be by competitive examination unless otherwise provided in this MOU.

**18.2 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.

**18.3 Open Exam.** If an examination for one of the classes represented by the Association 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 Association to discuss the reasons for such open announcement.

**18.4 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.

E. The Association approves such action. The appropriate rules regarding probationary status and salary on promotion are applicable.

**18.5 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.

**18.6 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.

**18.7 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.

**18.8 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 19 – RESIGNATIONS

**19.1 Resignation Procedure.** 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.

**19.2 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.

**19.3 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 without response by the employee after the receipt of a registered or certified letter citing a notice of resignation by the appointing authority to the employee at the employee's last known address, but no more than ten (10) working days from mailing of said notice.

**19.4 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 subsection 19.2 (Resignation in Good Standing), may seek rescission 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 Director of Human Resources shall consider the appeal and render a final and binding decision including, if applicable, the date of reinstatement.

**19.5 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

**19.6 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 21 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 20 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION

**20.1 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.

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.

I. 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.

**20.2 Skelly Requirements.** Before taking a disciplinary action to dismiss, suspend for more than five (5) 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.

**20.3 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.

**20.4 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.

**20.5 Length of Suspension.** Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

**20.6 Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion.**

A. Written Order Required. 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.

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 21 (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 21 (Grievance Procedure) of this MOU.

**20.7 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 an Association representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a Association representative can be present. For those interviews, which by nature of the incident must take place immediately, the Association will take all reasonable steps to make an Association 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 21 - GRIEVANCE PROCEDURE

**21.1 Definition and Procedural Steps.** A grievance is any dispute that involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU that specifically provide that the decision of any County official shall be final; the interpretation or application of those provisions is not subject to the grievance procedure. An employee may elect to appeal disciplinary action through this grievance procedure, or to the Merit Board on matters within its jurisdiction, but not both. The Association may represent the grievant at any step 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 20.6 – Procedure on Dismissal, Suspension, or Demotion. Grievances will be processed in the following manner:

**Step 1. Supervisor.** The Association or any employee or group of employees ("grievant") who believes that a provision of this MOU has been misinterpreted or misapplied to his, her, or their detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting. The supervisor will advise the grievant in writing, within five (5) work days of the meeting, whether the grievance is granted or denied. The supervisor shall deliver his/her determination to by email to the grievant and to the Association's designated representative.

**Step 2. Department Head.** If an issue is not satisfactorily resolved in Step 1 above, the Association may submit the grievance in writing within ten (10) work days to the Public Defender or his or her designee. This formal written grievance must state which provision(s) of the MOU has been misinterpreted or misapplied, how it has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress the Association seeks. A copy of each written communication regarding a grievance must be filed with the Employee Relations Officer or designee. The Public Defender or his or her designee shall have ten (10) work days in which to respond to the grievance in writing stating the reason(s) for the disposition of the grievance. The response shall be emailed to the grievant and to the Association's designated representative. If either the Association or grievant request a meeting with the Public Defender or his/her designee at this step, such a meeting will be held.

**Step 3. Labor Relations.** If a grievance is not resolved at Step 2, the Association may submit the grievance to the Employee Relations Officer or designee in writing within ten (10) work days after the date that the Step 2 response is delivered to the Association. Within twenty (20) work days after receipt of the grievance at Step 3, the Employee Relations Officer or designee must meet with the Association and the Public Defender or his/her designee to discuss the facts, discuss other potentially relevant information or avenues of inquiry and any terms either party wishes to offer to resolve the grievance. In the course of the step 3 meeting, both parties shall be prepared to present to the other party a copy of each relevant document available at the time of the meeting.

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 Association, and the Department with a written decision stating the reason(s) for the disposition of the grievance 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 his/her designee will attempt to resolve the grievance. In the event that the grievance is not resolved, the Employee Relations Officer or his/her designee will provide written notice of that fact to the grievant, the Association, and the Department

within fifteen (15) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

**Step 4. Mediation.** 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 Association 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 grievance is not resolved at step 4, either party may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association 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, unless more time is granted by mutual agreement. If the parties are unable to agree upon an arbitrator, they shall request a list of the names of five (5) impartial arbitrators from which the parties will alternately strike names, with the Employee Relations Officer striking the first name, until a single name remains.

The fees and expenses of the arbitrator and the court reporter (if any) will be shared equally by the Association and the County. Each party will bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

**21.2 Scope of Arbitration Decisions**

A. Decisions of Arbitrators on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.

B. No Arbitrator has the power to amend or modify this MOU or written agreements supplementary hereto.

C. 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, he or she may agree to payment for lost time (including but not limited to both back pay and front pay) or to reinstatement with or without payment for lost time.

D. No change in this MOU will be recognized unless agreed to by the County and the Association.

**21.3 Filing By The Association At Step 3.** The Association may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors allegedly violates a provision of this MOU.

**21.4 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 4 above, the grievance will be deemed to have been withdrawn. Any procedural issue of arbitrability, including compliance with time limits, will be decided by the arbitrator.

**21.5 Strike/Work Stoppage.** During the term of this MOU, the Association, 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.

## SECTION 22 - BILINGUAL PAY

A salary differential of one hundred dollars ($100) 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 Association shall be notified when such designations are made.

## SECTION 23 - RETIREMENT

### 23.1 Contribution.

A. Effective on November 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.

B. The Association will pay the county thirty-four thousand dollars ($34,000) to compensate the county for the lost savings associated with the delay in implementation of Section 23.1A above. Payment will be due upon ratification of the MOU by the Board of Supervisors.

**23.2 Retirement Benefits – Employees Who Become Members of CCCERA After December 31, 2012.**

A. For employees who become members of the Contra Costa County Employees Retirement Association (CCCERA) after December 31, 2012, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent PEPRA conflicts with any provision of this Agreement, PEPRA will govern.

B. For employees who become members of the Contra Costa County Employees Retirement Association (CCCERA) after December 31, 2012, 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. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to employees who, under PEPRA, become New Members of CCCERA. The Association will support the legislation, in addition to the County, by calling and sending a letter (on Association letterhead) in support of the bill to the state legislator sponsoring the bill, on or before the date specified by the County. In addition, if requested by the County, the Association will testify in support of the bill before the state legislative committees considering the bill.

## SECTION 24– DEPUTY PUBLIC DEFENDER FIXED-TERM CLASSIFICATION

A. The Deputy Public Defender Fixed-Term (25WB) attorney class is ineligible for the following benefits:

1. Longevity Pay Plan
2. Management Life Insurance
3. Management Long-Term Disability

B. Employees in the Deputy Public Defender Fixed-Term Attorney class will be credited hours paid administrative leave each January 1, subject to the provisions of the MOU.

## SECTION 25 - TRAINING AND PROFESSIONAL EXPENSE REIMBURSEMENT

**25.1 Deputy Public Defender Professional Expenses.** The County shall reimburse each Deputy Public Defender up to a maximum of six hundred dollars ($600) for each fiscal year for the following types of expenses: membership dues in legal, professional associations; purchase of legal publications; legal on-line computer services; and training and travel costs for educational courses related to the duties of a Deputy Public Defender; and software and hardware from a standardized County approved list or with Department Head approval, provided each Deputy Public Defender complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors.

Any unused accrual may be carried forward to the next fiscal year up to eight hundred dollars ($800).

The County will pay, on behalf of Deputy Public Defenders, California State Bar membership dues (but not penalty fees) and for criminal specialization fees. To be eligible, an employee must be employed as a permanent Deputy Public Defender with the Contra Costa County Public Defenders' Office as of January 1 of each calendar year.

The Office of the Public Defender will notify the Auditor-Controller by January 10th of each year the count of eligible attorneys and the amount to be paid to the State Bar.

The Auditor-Controller will prepare one check to the State Bar of California for annual membership dues by January 20th.

The Office of the Public Defender will process payment and any required documentation to the State Bar of California by January 30, of each year.

**25.2 Public Defender Investigator Professional Expenses.** The County shall reimburse each Public Defender Investigator up to a maximum of two hundred fifty dollars ($250) each fiscal year for the following types of expenses: membership dues in investigation/legal/professional associations; purchase of investigation/legal publications; and training travel costs for educational courses related to the duties of a Public Defender Investigator; and software and hardware from a standardized County approved list or with Department Head approval, provided each Public Defender Investigator complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Any unused accrual may be carried forward to the next fiscal year up to three hundred seventy five dollars ($375).

**25.3 Deputy Public Defender Law School Student Loan Reimbursement Program.**

A. Eligibility: Employees first employed in the classifications of Deputy Public Defender Special Assignment and Deputy Public Defender Fixed-Term, Deputy Public Defender I and/or Deputy Public Defender II. Payments will only be made to employees in paid status as of July 1, 2014, and thereafter.

B. Qualifying amounts and terms: The employee must satisfy all of the following criteria to be eligible for any payments through this Law School Student Loan Reimbursement Program.

   i. First Payment: The employee must be hired as a permanent Deputy Public Defender Fixed-Term, Deputy Public Defender I or II, and worked as a permanent Deputy Public Defender Fixed-Term, Deputy Public Defender I, II, III, or IV for at least three (3) consecutive years from date of hire to be eligible for the first payment. Upon completion of the third

consecutive year of employment as a Deputy Public Defender Fixed-Term, Deputy Public Defender I, II, III, or IV, the employee may receive $2,000 for purposes of reimbursement for law school student loan payments.

ii. Second Payment: For an employee who entered County service as a permanent Deputy Public Defender Fixed-Term, Deputy Public Defender I or II, the employee must work as a Deputy Public Defender I, II, III, or IV during the fourth year of employment from date of hire to be eligible for the second payment. Upon completion of four (4) years of employment with the County as a permanent Deputy Public Defender, the employee may receive $3,000 for purposes of reimbursement for law school student loan payments.

iii. Third Payment: For an employee who entered County service as a permanent Deputy Public Defender Fixed-Term, Deputy Public Defender I or II, the employee must work as a Deputy Public Defender I, II, III, or IV during the fifth year of employment from date of hire to be eligible for the third payment. Upon completion of five (5) years of employment with the County as a permanent Deputy Public Defender, the employee may receive $4,000 for purposes of reimbursement for law school student loan payments.

iv. Fourth Payment: For an employee who entered County service as a permanent Deputy Public Defender Fixed-Term, Deputy Public Defender I or II, the employee must work as a Deputy Public Defender I, II, III, or IV during the sixth year of employment from date of hire to be eligible for the fourth payment. Upon completion of six (6) years of employment with the County as a permanent Deputy Public Defender, the employee may receive $6,000 for purposes of reimbursement for law school student loan payments.

v. For employees employed less than forty hours per week, the law school reimbursement amount shall be adjusted proportionately to the percentage of time the person is actively working throughout the respective year.

vi. For each claim of reimbursement, employee must supply documentation reflecting the existence of an outstanding student loan.

vii. This program is not available to attorneys who have paid off their law school student loans or to those attorneys who did not incur law school student loans.

viii. The law school student loan reimbursement program will not exceed $15,000 for any one person.

ix. The law school student loan reimbursement payments are subject to applicable state and federal withholding, if any.

## SECTION 26 - COMPUTER VISION CARE (CVC) USERS EYE EXAMINATION

Employees 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, who will arrange for eye examinations and monitor the results on a County-wide basis.

C. Should prescription CVC glasses be prescribed for an employee following an eye examination, the County agrees to provide, at no cost, the basic coverage including a fifty dollar ($50) frame and single vision lenses. Employees may, through individual arrangement between the employee and his/her doctor, and solely at the employee's expense, include bifocal, trifocal or blended lenses and other care, services or materials not covered by the plan. The basic plan coverage, including the examination, may be credited toward the employee enhanced benefit.

## SECTION 27 – VEHICLE COSTS

**27.1** **Reimbursement for Use of Personal Vehicle.** The mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.

**27.2** **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.

**27.3** **Investigator Use of County Cars.** The Office of Public Defender will continue the current policy regarding the use of cars by Public Defender Investigators.

## SECTION 28 - 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. 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 two (2) year 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 and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined. A repayment schedule will be no longer than three times (3) the length of time the overpayment occurred. If requested by the employee, a Association representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

## SECTION 29 - 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 the Public Defender's 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 30 - 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 Association 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 Association 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 custodian of records will certify that the copy is a true and correct copy of the original file.

## *SECTION 30 - PERSONNEL FILES*

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. If a letter of reprimand is used in a subsequent discharge, suspension or demotion of the employee, the validity of the letter of reprimand may be considered at any arbitration of the subsequent disciplinary action.

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 Association with lists of official 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 31 - 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:

A. 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.

B. Service Award Day Off. Employees with fifteen (15) or more years of service are entitled to take a day off with pay at each five (5) year anniversary.

## SECTION 32 – REIMBURSEMENT FOR MEAL EXPENSE

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 33 - COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

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.

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 34 - UNFAIR LABOR PRACTICE

Either the County or the Association may file an unfair labor practice as defined in Board of Supervisor's Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) work days from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

## SECTION 35 - PERMANENT PART-TIME EMPLOYEES

**35.1** **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.

**35.2** **Hours.** Permanent part-time employees who wish to have the hours of their position increased, must so request in writing. These requests must be received by the employee's department during the month of January and/or July for the duration of this MOU. Departments reviewing these requests will evaluate them within thirty (30) days of their receipt by considering the actual hours assigned to and worked by the employee during the previous six (6) months and the anticipated continuing need from their assignment on an increased basis. Those requests which are approved by the department for an increase in hours will be submitted for consideration by the County as a P300 request within an additional sixty (60) days. Nothing contained herein shall conflict with layoff/reemployment provisions.

## SECTION 36 – DEPUTY PUBLIC DEFENDER SPECIAL ASSIGNMENT - EXEMPT & TEMPORARY EMPLOYEES

### 36.1 Deputy Public Defender Special Assignment-Exempt (25W2) Employees.

A. The class of Deputy Public Defender Special Assignment is exempt from the merit system. Individuals appointed to this class are employed for a three-month limited term assignment that can be terminated at any time. Compensation for this class is based on a monthly rate of pay that is pro-rated for any partial month of work. Upon approval by the Public Defender, appointments may be renewed for additional three-month limited terms, but in no case will additional appointments exceed a total of thirty-nine (39) months of employment.

B. Deputy Public Defender Special Assignment-Exempt employees are entitled generally only to the benefits set forth in this Section 35.1 and Section 35.4. If a pay or benefit that is described in this MOU does not specifically reference Deputy Public Defender Special Assignment-Exempt, then the pay or benefit does not apply to employees in this class.

1. Employees are entitled to accrue paid time off (PTO) at the rate of 3.33 hours per month. Accruals begin on the date of appointment. Accruals for portions of a month will be calculated on the same basis as for partial compensation. PTO may be taken in one minute increments, but may not be taken during the first month of employment. The maximum amount of PTO that employees may accrue is eighty (80) hours. On separation from County service, an employee will be paid for any unused paid time off, not to exceed eighty (80) hours. If an employee in the Deputy Public Defender Special Assignment-Exempt classification is appointed to a Public Defender I, II, III, or IV position, any accrued PTO shall be converted to vacation hours and subject to the provisions of this MOU relating to vacation.

2. Employees will accrue sick leave at the rate of eight (8) hours per month. Employees are subject to the rules governing use of sick leave that are set forth in Section 12 of this MOU.

3. Employees are entitled to observe the holidays identified in Section 10 of this MOU.

4. In recognition of the fact that employees in this class are not entitled to overtime, employees will be credited with twenty (20) hours of paid personal leave at the beginning of each three-month appointment. The maximum amount of paid personal leave that employees may accrue is eighty (80) hours. This paid personal leave is separate from PTO. Employees will not be paid for any unused paid personal leave upon separation from County service.

5. **Health Benefits for Employees in the Classification of Deputy Public Defender – Special Assignment-Exempt:** For the plan year that begins on January 1, 2016, employees in this classification will have access to the County Selected High Deductible Health Plan. Employees will be responsible for the full premium cost of coverage. If during the 2016 plan year, an employee achieves twelve consecutive months of County employment in this classification or achieved and maintained at least twelve consecutive months prior to January 1, 2016, then the employee will be eligible to access prospectively the medical plans (two-tier structure) and medical plan subsidies set forth in 16.7.B. of this MOU. If an employee achieves twelve consecutive months of County employment in this classification during or prior to the plan year that begins on January 1, 2017, or thereafter during the term of this MOU, the employee will be eligible to access prospectively the medical plans (three-tier structure) and medical plan subsidies set forth in 16.7.A. and 16.7.C. of this MOU.

6. Employees are entitled to payment of California State Bar membership dues and criminal specialization fees pursuant to Section 24.1 of this MOU.

**36.2 Temporary Employee Leave Benefits.** In addition to the limitations of Temporary Employment in the DEFINITIONS section of this MOU, if a pay or benefit that is described in this MOU does not specifically reference Temporary Employee, then the pay or benefit does not apply to temporary employees.

A. **Crediting and Maximum Accumulation of Paid Time Off.** On the first of the month following a temporary employee's completion of two thousand eighty (2080) straight time hours worked, he or she shall be credited with forty (40) hours of "paid time off" ("PTO"). Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.

B. **Use of Paid Time Off.** Paid time off shall not be taken until credited per subsection 35.2 paragraph A (Crediting and Maximum Accumulation of Paid Time Off) above.

C. **Payoff 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, as described in subsection 35.2 paragraph A (Crediting and Maximum Accumulation of Paid Time Off) and, in addition, shall be paid off for that portion of PTO hours earned but not credited on the basis of that portion of the straight time hours worked ("STHW") toward the next increment of two thousand eighty (2080) straight time hours required for crediting of PTO. 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.

D. **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 (as described in paragraph 35.2 paragraph C [Payoff at Separation] above) shall be converted to vacation hour and subject to the provisions of this Memorandum of Understanding relating to Vacation. 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.

**36.3 Temporary Employee Step Placement.**

A. **New Employees.** The anniversary date of a new temporary employee is the first day of the calendar month after the calendar month when the employee successfully completes one thousand forty (1040) straight time hours.

B. **Initial Step Placement.** New temporary 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 Director of Human Resources (or designee) offers to meet confer with the Association on a case by case basis each time prior to formalizing the appointment.

C. **Increments within Range.** The performance of each employee shall be reviewed after the employee has completed an additional two thousand eighty (2080) straight time hours of work. 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. Increments shall not be granted to a temporary employee more frequently than after the first one thousand forty (1040) straight time hours worked and after each two thousand eighty (2080) additional straight time hours worked thereafter. 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.

**36.4 Deputy Public Defender Special Assignment-Exempt & Temporary Employee Grievances.**

Deputy Public Defender Special Assignment-Exempt and temporary employees covered by this Memorandum of Understanding may grieve only alleged violation of:

A. Section 1 (Association Recognition);

B. Section 2 (Association Security), subsections 2.1 (Dues Deduction) through 2.5 (Withdrawal of Membership);

C. Subsection 5.1 (General Wages), and

D. The terms of this Section 35.

## SECTION 37 - LUNCH PERIOD AND REST BREAKS

A. 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.

B. Employees shall be entitled to a rest break for each four (4) hours of work. Scheduling of rest breaks shall be determined by management.

C. The terms of this section 36, Lunch Period and Rest Breaks, do not apply to Deputy Public Defenders.

## SECTION 38 - 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 39 - SCOPE OF AGREEMENT AND SEVERABILITY OF PROVISIONS

**39.1 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 that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors. The Association 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.

**39.2 Severability 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.

**39.3 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 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.

**39.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2018 to and including June 30, 2022. Nothing herein shall be interpreted or applied in a manner that precludes or impairs in any manner the retroactive implementation of provisions of this Agreement for which an effective date prior to adoption by the Board of Supervisors is expressly provided.

## SECTION 40 - 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 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 Association and meet and confer with the Association regarding the implementation of such modifications.

## SECTION 41 – 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. The Department shall have a standing committee to address all issues related to employee safety, including the issuance of defensive tools. The committee shall be empowered to make recommendations directly to the Public Defender related to employee safety. The Committee shall consist of two representatives appointed by the Public Defender, two representatives appointed by the Association, and a representative of the County's Risk Management Office to be invited to sit as needed as a non-decision making consultant. The deliberations of this Committee shall not be construed as meeting the requirements to meet and confer separately with the Association regarding any matter related to wages, hours, or working conditions.

## SECTION 42 - MISCELLANEOUS PROVISIONS

**42.1 Professional Advisory Committee.** The Professional Advisory Committee shall be continued. Said committee shall be composed of not more than two (2) employee representatives appointed by the Association and two (2) department representatives and shall meet at the request of either party, within a reasonable period of time.

**42.2 Deferred Compensation.**

A. Employees represented by the Association will be eligible to participate in the County's Deferred Compensation Plan. The County will contribute eighty-five dollars ($85) per month to the deferred compensation accounts of all employees in the Public Defenders' Unit who participate in the County's Deferred Compensation Plan. To be eligible for this contribution, qualifying employees must:

1. Complete a County interest form and return it to the Benefits Service Unit,

2. Deposit the Qualifying Base Contribution Amount indicated below in his/her deferred compensation account, and

3. Maintain a minimum monthly contribution to the deferred compensation plan in the amount indicated below:

| Current Monthly | Qualifying Base Contribution Amount Current | Monthly Base Contribution Amount For Maintaining Incentive Eligibility |
|---|---|---|
| $2,500 and below | $250 | $50 |
| $2,501 - 3,334 | $500 | $50 |
| $3,335 - 4,167 | $750 | $50 |
| $4,168 - 5,000 | $1000 | $50 |
| $5,001 - 5,834 | $1500 | $100 |
| $5,835 - 6,667 | $2000 | $100 |
| $6,668 & Above | $2500 | $100 |

B. Only those contributions made to the Deferred Compensation Program as of the date the employee signs the County interest form qualify under the program as the "Qualifying Base Contribution Amount". If for any reason an employee's monthly contribution falls below the minimum amount required, the employee is no longer eligible for the County's eighty-five dollar ($85) per month contribution and he/she must re-qualify for the contribution by again satisfying the above listed criteria.

C. **Special Benefit for Permanent Employees Hired on and after March 1, 2011:**

1. Beginning on June 1, 2011, and for the term of this MOU, the County will contribute one hundred and fifty dollars ($150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:

   a. The employee must be hired by Contra Costa County on or after March 1, 2011.

   b. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.

   c. The employee must have been employed by Contra Costa County for at least 90 calendar days.

   d. The employee must contribute a minimum of twenty-five dollars ($25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.

e. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.

f. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.

D. **No Cross Crediting:** The amounts contributed by the employee and the County pursuant to Subsection C do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Base Contribution Amount for Maintaining Incentive Eligibility" in Subsection A. Similarly, the amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee's $25 per month minimum contribution required by Subsection C.

E. **Maximum Annual Contribution:** All of the employee and County contributions set forth in Subsections A and C will be added together to ensure that the annual maximum contribution to the employee's deferred compensation account does not exceed the annual maximum contribution rates set forth in the United States Internal Revenue Code.

F. **Deferred Compensation Plan – Loan Provision:** On June 26, 2012, the Board of Supervisors adopted Resolution 2012/298 approving an amendment to the Deferred Compensation Plan Loan Program. The Contra Costa County Public Defenders Association (CCCPDA) became eligible to apply for loans through the Contra Costa County Deferred Compensation Program effective June 26, 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.

**42.3** **State Bar Fingerprinting Requirement.** New California Rule of Court 9.9.5, requires active licensed attorneys in California to be re-fingerprinted by April 30, 2019, without penalty. Employees who are active licensed attorneys may have their fingerprinting done via the Live Scan service in the Human Resources Department at no cost to the employee. If an employee chooses to obtain fingerprinting services from another provider, any costs of such services will be at the employee's sole expense.

## SECTION 43 – NON-HEALTHCARE / NON-GENERAL WAGE RE-OPENER

During the months of August through October, 2020, the Association may request to reopen this MOU for the limited purpose of negotiating over a specific and finite list of non-healthcare/non-general wage/non-lump sum issues identified by the Association and agreed upon by the County. The total cost to the County to address the issues that the Association requests to negotiate about during the re-opener will be limited to the Association's share of $2 million that will be allocated among the nine unions of the 2018 Healthcare Coalition. The $2 million will be divided on a per capita basis of total union-represented employees per union as of October 1, 2018. These per capita figures will be provided to the County in one document by the Healthcare Coalition along with the request to reopen the MOU. The $2 million will have a start date no earlier than January 1, 2021.

# CONTRA COSTA COUNTY
# DEFENDERS' ASSOCIATION

## DEPUTY PUBLIC DEFENDER UNIT

## ATTACHMENTS

**ATTACHMENT A** **CLASS AND SALARY LISTING**

**ATTACHMENT B** **MEDICAL/DENTAL PLANS**

**ATTACHMENT A**

CCC PUBLIC DEFENDERS ASSOCIATION
CLASS AND SALARY LISTING

Effective 7/1/2018

| | | | Salary Range | |
|---|---|---|---|---|
| Job code | Class Title | Flex Staff (F)/ Deep Class (D) | From | To |
| | CCC PUBLIC DEFENDERS ASSOCIATION UNIT | | | |
| 25WA | DEPUTY PUBLIC DEFENDER I | F | $6,103.83 | $6,103.83 |
| 25VA | DEPUTY PUBLIC DEFENDER II | F | $7,872.54 | $9,569.12 |
| 25TB | DEPUTY PUBLIC DEFENDER III | F | $10,326.13 | $12,551.48 |
| 25TA | DEPUTY PUBLIC DEFENDER IV | F | $11,393.92 | $13,849.38 |
| 25W2 | DEPUTY PUBLIC DEF-SP ASGMNT-EX | | $5,925.32 | $5,925.32 |
| | PUBLIC DEFENDER INVESTIGATORS UNIT | | | |
| 6N75 | PUBLIC DEFENDER INVESTIG AIDE | | $2,853.41 | $3,468.34 |
| 6N7A | PUBLIC DEFENDER INVESTIG ASST | F | $2,997.41 | $3,643.37 |
| 6NWA | PUBLIC DEFENDER INVESTIGATOR I | F | $5,849.55 | $7,110.16 |
| 6NVA | PUBLIC DEFENDER INVESTIGATR II | F | $6,692.73 | $8,135.06 |
| 6NVB | SR PUBLIC DEFENDER INVEST AIDE | | $4,015.30 | $4,880.63 |

Effective 1/1/2019

| | | | Salary Range | |
|---|---|---|---|---|
| Job code | Class Title | Flex Staff (F)/ Deep Class (D) | From | To |
| | CCC PUBLIC DEFENDERS ASSOCIATION UNIT | | | |
| 25WA | DEPUTY PUBLIC DEFENDER I | F | $6,409.02 | $6,409.02 |
| 25VA | DEPUTY PUBLIC DEFENDER II | F | $8,266.17 | $10,047.58 |
| 25TB | DEPUTY PUBLIC DEFENDER III | F | $10,842.44 | $13,179.05 |
| 25TA | DEPUTY PUBLIC DEFENDER IV | F | $11,963.62 | $14,541.85 |
| 25WB | DEPUTY PUBLIC DEFENDER-FT | | $7,795.94 | $8,380.75 |
| 25W2 | DEPUTY PUBLIC DEF-SP ASGMNT-EX | | $6,221.59 | $6,221.59 |
| | PUBLIC DEFENDER INVESTIGATORS UNIT | | | |
| 6N75 | PUBLIC DEFENDER INVESTIG AIDE | | $2,996.08 | $3,641.76 |
| 6N7A | PUBLIC DEFENDER INVESTIG ASST | F | $3,147.28 | $3,825.54 |
| 6NWA | PUBLIC DEFENDER INVESTIGATOR I | F | $6,142.02 | $7,465.67 |
| 6NVA | PUBLIC DEFENDER INVESTIGATR II | F | $7,027.37 | $8,541.81 |
| 6NVB | SR PUBLIC DEFENDER INVEST AIDE | | $4,216.07 | $5,124.66 |

**MEDICAL/DENTAL PLANS**
**July 1, 2018 through June 30, 2022**

**Covered Offered**

The County offers the following Plans:
Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net, Delta Dental PPO and Delta Care HMO.

**Co-Pays and Co-Insurance**

The medical plan co-pays are as follows:

| | |
|---|---|
| CCHP A: | $0 Office Visit in the RMC Network<br>$0 Preferred Generic RX<br>$0 Preferred Brand RX<br>$0 Non-Preferred Brand RX |
| CCHP B: | $0 Office Visit in the RMC Network<br>$5 Office Visit in the CPN Network<br>$3 Preferred Generic RX<br>$3 Preferred Brand RX<br>$3 Non-Preferred Brand RX |
| KAISER PERMANENTE PLAN A: | $10 Office Visit<br>$10 Preferred Generic RX<br>$20 Preferred Brand RX<br>$20 Non-Preferred Brand RX<br>$10 Emergency Room |
| KAISER PERMANENTE PLAN B: | $500 Deductible Per Person<br>$1000 Deductible Per Family<br>$20 Office Visit Copay (not subject to deductible)<br>$20 Urgent Care Copay (not subject to deductible)<br>$10 Lab & X-ray Copay (not subject to deductible)<br>$10 Preferred Generic RX<br>$30 Preferred Brand RX<br>$30 Non-Preferred Brand RX<br>10% Co-Insurance After Deductible for Inpatient Hospital, Outpatient Surgical and Emergency Room<br>$3000 per person and $6000 per family Annual Out of Pocket Maximum |

| | |
|---|---|
| KAISER PERMANENTE HDHP | $1500 Deductible Per Person (Single Coverage)<br>$3000 Deductible Per Family<br>10% Office Visit Coinsurance (After Deductible)<br>10% Urgent Care Coinsurance (After Deductible)<br>10% Lab & X-Ray Coinsurance (After Deductible)<br>$10 Generic Rx (After Deductible)<br>$30 Brand-Name Rx (After Deductible)<br>10% Inpatient Hospitalization Coinsurance (After Deductible)<br>10% Outpatient Surgery & ER Coinsurance (After Deductible)<br>$3000 per Person Annual Out of Pocket Maximum<br>$6000 per Family Annual Out of Pocket Maximum |
| HEALTH NET HMO Plan A: | $10 Office Visit<br>$10 Preferred Generic RX<br>$20 Preferred Brand RX<br>$35 Non-Preferred Brand or Generic RX<br>$25 Emergency Room |
| HEALTH NET HMO Plan B: | $20 Office Visit<br>$50 Urgent Care Visit<br>$1000 Inpatient Hospital Co-pay<br>$500 Out-Patient Surgery Co-pay<br>$100 Emergency Room Co-pay<br>$10 Preferred Generic RX<br>$20 Non-Preferred Brand RX<br>$35 Non-Preferred Brand or Generic RX<br>$2000 per person and $6000 per family Annual Out of Pocket Maximum |
| HEALTH NET PPO Plan A: | $10 Office Visit in network<br>$5 Preferred Generic RX<br>$5 Preferred Brand RX<br>$5 Non-Preferred Brand or Generic RX<br>$50 Emergency Room Deductible, 10% Co-Insurance |

**CONTRA COSTA COUNTY**
**DEFENDERS' ASSOCIATION**

## SUBJECT INDEX


Accrual During Leave Without Pay (Vacation Leave And Paid Personal Leave).....27
Accrual During Leave Without Pay (Sick Leave).....39
Accrual Rates – Deputy Public Defenders .....26
Accrual Usage.....15
Administration of Sick Leave.....31
Adoption.....81
Advance Notice .....5
Anniversary Dates.....8
Annual Administrative Leave (Deputy Public Defenders).....28
Application of Overtime and Compensatory Time Off.....15
Assignment of Classes to Bargaining Units .....6
Association Recognition.....4
Association Representatives.....7
Association Security.....4
Association-Sponsored Training Programs.....8
Attendance at Meetings .....7
Automated Time Keeping.....15

Benefits (Permanent Part-Time Employees).....76
Bilingual Pay .....68

Call Back Time.....18
Catastrophic Leave Bank.....39
Charge For Use of Home Garaged County Vehicle .....72
Child Care .....57
Coerced Resignations.....62
Communicating With Employees .....4
Compensation For Loss or Damage to Personal Property.....75
Compensation for Portion of Month .....10
Compensatory Time.....16
Competitive Exam .....60
Computer Vision Care (CVC) Users Eye Examination.....72
Contribution (Retirement).....68
Constructive Resignation .....62
Coverage During Absences .....56
Credits to and Charges Against Sick Leave.....28
Criteria.....58

Days and Hours of Work.....15
Deferred Compensation.....82
Definition and Procedural Steps (Grievance Procedure) .....65
Definitions .....2
Definitions (Days and Hours of Work).....15

Dependent Care Assistance Program....56
Deputy Public Defender Fixed-Term Classification....69
Deputy Public Defender Law School Student Loan Reimbursement Program....70
Deputy Public Defender Professional Expenses....69
Deputy Public Defender Special Assignment-Exempt (25W2) Employees....77
Deputy Public Defender Special Assignment-Exempt & Temp EE Grievances....80
Deputy Public Defender Special Assignment-Exempt & Temporary Employees....77
Disability....33
Discretionary Steps....13
Dismissal, Suspension, Temporary Reduction In Pay, and Demotion....63
Definition and Procedural Steps....65
Dual Coverage....52
Dues Deduction....4
Duration of Agreement....81
Duration (Probationary Period)....58

Effective Resignation....62
Employee Representation Rights....65
Employee Response....64
Entrance Salary....8

Fair Labor Standards Act Provisions....81
Family Care and Medical Leave (FMLA/CFRA)....43
Family Member Eligibility Criteria....51
Filing By the Association At Step 3....66
Flexible Staffing....73
Furlough Days Without Pay (Voluntary Time Off or “V.T.O.”)....42

General Administration – Leaves of Absence....41
General Wages....8
Grievance Procedure....65
Group Health Plan Coverage....43

Health Benefit Coverage for Employees Not Otherwise Covered....57
Health Care Spending Account....55
Health Plan Coverage....46
Health Plan Coverages and Provisions....51
Health Savings Account (HSA) with High Deductible Health Plan....57
Holiday is Not Worked and Holiday Falls On Scheduled Work Day....24
Holiday is WORKED and Holiday Falls on Regularly Scheduled Work Day....24
Holidays....23
Holidays Observed....23
Hours (Permanent Part-Time Employees)....77

Increments Within Range....9
Investigator Use of County Cars....72

Joint Labor/Management Benefit Committee ..... 48
Jury Duty ..... 45
Jury Duty and Witness Duty ..... 45

Layoff During Probation ..... 60
Leave of Absence ..... 41
Leave of Absence Replacement and Reinstatement ..... 44
Length of Suspension ..... 65
Leave Pending Employee Response ..... 64
Leave Without Pay ..... 41
Leave Without Pay – Use of Accruals ..... 43
Length of Suspension ..... 65
Life Insurance Benefits ..... 55
Longevity Pay ..... 8
Long-Term Disability Insurance ..... 37
Lunch Period and Rest Breaks ..... 80

Medical, Dental and Life Insurance ..... 46
Medical Plan Cost-Sharing for Active Employees on and after January 1, 2018 ..... 53
Military Leave ..... 42
Miscellaneous Provisions ..... 82
Monthly Premium Subsidy ..... 47

New Employees ..... 5
No Discrimination/Americans With Disabilities Act (ADA) ..... 6
Non-Healthcare/Non-General Wage Reopener ..... 85
Notice ..... 22
Notification of Dues Deduction Changes ..... 5

Open Exam ..... 60
Operation ..... 39
Overtime ..... 15
Overtime and Compensatory Time Off ..... 15

Parallel Deputy Public Defender Compensation Adjustments ..... 14
Partial Month ..... 56
Part-Time Compensation ..... 10
Payment ..... 13
Pay for Work in Higher Classification ..... 12
Pay Warrant Errors ..... 72
Permanent Intermittent Employees-Holiday is Worked ..... 25
Permanent Part-Time Employees ..... 76
Policies Governing the Use of Paid Sick Leave ..... 29
PERS Long-Term Care ..... 56
Personnel Files ..... 73
Personnel Management Regulations ..... 81
Policies Governing the Use of Paid Sick Leave ..... 29
Position Reclassification ..... 10

Pregnancy Disability Leave/How Leave is Counted ....43
Premium Conversion Plan ....56
Prevailing Section ....56
Probationary Period ....58
Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion....65
Professional Advisory Committee ....82
Program Design ....39
Promotion....60
Promotion Policy ....60
Promotion via Reclassification Without Examination ....60
Public Defender Investigator Professional Expenses....70
Purpose of Sick Leave ....28

Rate Information....56
Reassignment of Laid Off Employees....23
Regular Appointment ....59
Regular Work Schedule ....15
Reimbursement for Use of Personal Vehicle ....72
Reimbursement For Meal Expense....75
Reinstatement From Family Care/Medical Leave ....44
Rejection During Probation/Appeal ....58
Rejection During Probation of Layoff Employee....60
Release Time for Examinations ....61
Release Time for Physical Examination....61
Requirements for Promotional Standing ....61
Resignations ....61
Resignation in Good Standing ....62
Resignation Procedure....61
Retirement....68
Retirement Benefits – Employees Who Become
Members of CCCERA After December 31, 2012 ....69
Retirement Coverage ....49
Revised Probationary Period....58
Revocation ....62

Safety in the Workplace ....82
Salaries ....8
Salary on Involuntary Demotion ....11
Salary on Promotion....11
Salary on Voluntary Demotion....12
Salary Reallocation & Salary on Reallocation ....10
Salary Review While on Leave of Absence ....45
Scope of Agreement ....81
Scope of Agreement and Severability of Provisions ....81
Scope of Arbitration Decisions ....67
Seniority Credits....61
Separation Through Layoff....19
Service Award Date Defined ....26
Service Awards ....75

Severability of Provisions ....81
Sick Leave....28
Skelly Requirements ....64
Special Employment Lists ....23
State Bar Fingerprinting Requirement....85
State Disability Insurance (SDI) ....37
Straight Time Pay and Straight Time Compensatory Time ....18
Strike/Work Stoppage ....68
Sufficient Cause for Action....63
Supplemental Life Insurance....55

Temporary Employee Grievances....80
Temporary Employee Leave Benefits ....78
Temporary Employee Step Placement ....79
Time Limits....68
Timestamp ....15
Training and Professional Expense Reimbursement ....69

Unauthorized Absence....45
Unfair Labor Practice ....76
Use of County Buildings....4

Vacation Accrual Rates – Investigator and Investigator Aide....26
Vacation Allowance....25
Vacation Allowance for Separated Employees ....28
Vacation Buy-Back....27
Vacation Leave and Annual Administrative Leave ....25
Vacation Leave on Reemployment From a Layoff List....25
Vacation Preference....28
Vehicle Costs ....72
Voluntary Vision Plan ....58

Witness Duty....46
Workers' Compensation....35
Workforce Reduction ....18
Workforce Reduction/Layoff/Reassignment....18
Workweek for Employees on Regular Work Schedules....15
Written Statement for New Employees ....5

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 11, 2018

Subject: Salary Resolution No. 2018/584 Providing Salary Increases for Certain Management, Exempt and Unrepresented Employees

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/584 to provide general salary increases for specified Management, Exempt, Unrepresented, and Elected classifications for the period of January 1, 2019 and beyond.

**FISCAL IMPACT:**

The estimated annual cumulative cost of the wage increases are $798,000 for FY 2018/19, $4.6 million for FY 2019/20, $7.2 million for FY 2020/21, and $10.9 million for FY 2021/22. For the 2020 year and beyond, projections are based on current enrollment and an average eight percent medical inflation cost each year. The out-year on-going annual cost for the contract is estimated at $11.2 million.

**BACKGROUND:**

Historically, the wages and benefits granted by the County to its department heads, managers, and unrepresented employees have paralleled the wages and benefits negotiated by the County with its various labor organizations. Professional & Technical Engineers Local 21 (Local 21), Deputy District Attorneys Association (DDAA), and the Contra Costa County Defenders Association (CCCDA) have recently negotiated wage increases for the period of July 1, 2018 through June 30, 2022. On December 11, 2018, the Board of Supervisors will consider adopting new and extended memoranda of understanding with these organizations. The attached Resolution No. 2018/584, increases wages to align unrepresented management wage increases with the agreements bargained with Local 21, DDAA, and CCCDA.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

By: , Deputy

**cc:** Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director

BACKGROUND: (CONT'D)

> The following summarizes Resolution No. 2018/584, which modifies wages for certain department heads, managers, and unrepresented employees:

1.The base rate of pay for the classifications listed in Exhibit A will be increased to align with the Local 21 agreement, as follows:

- Effective July 1, 2019 4.0% increase
- Effective July 1, 2020 3.0% increase
- Effective July 1, 2021 3.0% increase

2.The base rate of pay for the classifications listed in Exhibit B will be increased to align with the DDAA and CCCDA agreements, as follows:

- Effective January 1, 2019 5.0% increase
- Effective July 1, 2019 4.0% increase
- Effective July 1, 2020 3.0% increase
- Effective July 1, 2021 4.0% increase

3. The base rate of pay for the classifications of District Attorney (2KA1), Public Defender (25A1), and Director of Child Support (SMA1) will be increased to align with the DDAA and CCCDA agreements. Because these classifications received a three percent increase July 1, 2018, the increases are adjusted as follows:

- Effective January 1, 2019 2.0% increase
- Effective July 1, 2019 4.0% increase
- Effective July 1, 2020 3.0% increase
- Effective July 1, 2021 4.0% increase

4. The base rate of pay for the classification of County Counsel (2EA1) will be increased to reflect the change noted above and an annual performance evaluation, as follows:

- Effective January 1, 2019 4.0% increase
- Effective July 1, 2019 4.0% increase
- Effective July 1, 2020 3.0% increase
- Effective July 1, 2021 4.0% increase

CONSEQUENCE OF NEGATIVE ACTION:

The County could be detrimentally impacted by the potential loss of and experience difficulty recruiting and retaining personnel.

ATTACHMENTS

Resolution No. 2018/584

Exhibit A

Exhibit B

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/584

**In The Matter Of:** Salary Increases for Specified Unrepresented classifications

THE CONTRA COSTA COUNTY BOARD OF SUPERVISORS in its capacity as governing Board of the County of Contra Costa and all districts of which it is ex-officio governing Board **RESOLVES THAT**:

Contra Costa County will implement the following salary increases for the classifications listed in the specified attachments:

1.The base rate of pay for the classifications listed in Exhibit A will be increased as follows:

- Effective July 1, 2019 4.0% increase
- Effective July 1, 2020 3.0% increase
- Effective July 1, 2021 3.0% increase

2.The base rate of pay for the classifications listed in Exhibit B will be increased as follows:

- Effective January 1, 2019 5.0% increase
- Effective July 1, 2019 4.0% increase
- Effective July 1, 2020 3.0% increase
- Effective July 1, 2021 4.0% increase

3. The base rate of pay for the classifications of District Attorney (2KA1), Public Defender (25A1), and Director of Child Support (SMA1) will be increased as follows:

- Effective January 1, 2019 2.0% increase
- Effective July 1, 2019 4.0% increase
- Effective July 1, 2020 3.0% increase
- Effective July 1, 2021 4.0% increase

4. The base rate of pay for the classification of County Counsel (2EA1) will be increased as follows:

- Effective January 1, 2019 4.0% increase
- Effective July 1, 2019 4.0% increase
- Effective July 1, 2020 3.0% increase
- Effective July 1, 2021 4.0% increase

Contact: Lisa Driscoll, County Finance Director
(925) 335-1023

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

ATTESTED: December 11, 2018

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

Exhibit A

| Job Code | Classification |
|---|---|
| DAA1 | Assessor |
| SAA1 | Auditor-Controller |
| ALA1 | Clerk Recorder |
| S5A1 | Treasurer-Tax Collector |
| 64BA | Asst Chief Public Svc Officer |
| VLD2 | Director Of Haz Mat Program-Ex |
| APDE | Fire District Chief/Admin Svcs |
| SADD | AC Division Manager |
| AJGA | Ada Manager |
| AP7A | Administrative Aide-Deep Class |
| APDB | Administrative Svcs Officer |
| XQD2 | Aging/Adult Svcs Director-Ex |
| BKS1 | Animal Clinic Veterinarian-Ex |
| BJD2 | Animal Services Captain-Ex |
| JJNG | Assessor's Clerical Staff Mngr |
| VCS1 | Assist To Hlth Svc Dir - Ex |
| BAB1 | Asst Agr Com/Wts/Meas-Exempt |
| LTB1 | Asst Chief Info Officer - Ex |
| ADB4 | Asst County Administrator |
| DAB1 | Asst County Assessor-Exe |
| SAB1 | Asst County Auditor Controlle |
| ALB3 | Asst County Clerk-Recorder -Ex |
| 3AB1 | Asst County Librarian-Exempt |
| ALB1 | Asst County Registrar-Exempt |
| S5DF | Asst County Tax Collector |
| S5B4 | Asst County Treasurer-Exempt |
| 5AH5 | Asst Dep Dir, Conserv & Dev-Ex |
| VCB1 | Asst Dir Of Health Svcs |
| AGB1 | Asst Dir Of Human Resources-Ex |
| XAD7 | Asst Dir-Policy & Planning-Ex |
| LBD4 | Asst HS IT Dir-App Dev-Ex |
| LBD2 | Asst HS IT Dir-Customer Supp-E |
| LBD7 | Asst HS IT Dir-Info Security-E |
| LBD3 | Asst HS IT Dir-Infrastruct-Ex |
| LBD1 | Asst HS IT Dir-Project Mgmt-Ex |
| AJDP | Asst Risk Manager |
| ADBA | Asst To The County Admin |
| J995 | Bd Of Supvr Asst-Chief Asst |
| J992 | Bd Of Supvr Asst-Gen Office |
| J993 | Bd Of Supvr Asst-Gen Secretary |
| J994 | Bd Of Supvr Asst-Specialist |
| ADT2 | Capital Facilities Analyst-Prj |
| VPD4 | CCHP Medical Director-Exempt |
| VCB2 | CCRMC Chief Exec Ofc - Exempt |
| 5ABD | Chf, Anex And Econ Stm Prog |
| JJDA | Chief Assistant Clerk-BOS |
| SMBA | Chief Asst Director/Dcss |
| AXD1 | Chief Dep Public Admin-Exempt |

Exhibit A

| Job Code | Classification |
|---|---|
| S5B2 | Chief Dep Treasure/Tax Coll-Ex |
| XAB1 | Chief Deputy Director-Exempt |
| NAB1 | Chief Deputy Pw Director-Ex |
| VCB3 | Chief Executive Officer-CCHP-E |
| 6EH1 | Chief Investigator Pd-Exempt |
| S5BC | Chief Investment Officer |
| LWS1 | Chief IT Security Officer-Ex |
| VPS4 | Chief Medical Officer - Exempt |
| VWD2 | Chief Nursing Officer-Exempt |
| APDK | Chief of Administrative Svcs |
| AGD3 | Chief Of Labor Relations - Ex |
| VAD3 | Chief of Plant Operations - Ex |
| BKD1 | Chief of Shelter Medicine-EX |
| VWD1 | Chief Operations Officer-Exemp |
| ADS2 | Chief Public Commun Officer-Ex |
| VAB2 | Chief Quality Officer-Exempt |
| 9CDA | Child Spprt Svcs Manager |
| XAD5 | Children And Family Svcs Dir-E |
| AJD2 | Cnty Cmpln HIPAA Pvcy Ofcr -Ex |
| CCD1 | Community Svcs Director-Exempt |
| CCHA | Community Svcs Personnel Admin |
| NAF1 | County Surveyor-Exempt |
| APDD | DA Chief Of Administrative Svc |
| JJGE | DA Manager Of Law Offices |
| JJHG | DA Office Manager |
| J3T7 | DA Program Assistant-Exempt |
| 4AD1 | Dep Dir Of Conserv & Dev-Ex |
| APSA | Departmental Fiscal Officer |
| ARVA | Departmental HR Analyst I |
| ARTA | Departmental HR Analyst II |
| APG1 | Dept. Pers. Officer - Exempt |
| ADSH | Deptl Comm & Media Rel Coord |
| JJHD | Deputy Clerk-Board Of Supv |
| ALB2 | Deputy Co Clerk-Recorder-Ex |
| 3AFE | Deputy Co Librarian |
| 3AFG | Deputy Co Librarian-Supt Svcs |
| 5AB2 | Deputy Dir Com Dev/Curr-Ex |
| 5AH2 | Deputy Dir Com Dev/Trans-Ex |
| LTD1 | Deputy Dir/Info Technology-Exe |
| VCD2 | Deputy Executive Dir/CCHP-Ex |
| NAD8 | Deputy General Svcs Director/E |
| NAD0 | Deputy Public Works Director-E |
| VRG1 | Dir Mktg/Mem Svcs & Pr-CCHP-Ex |
| VQD4 | Dir Of Mental Health Svcs-Ex |
| VAD1 | Dir Of Patient Fin Svcs-Exempt |
| ADD5 | Dir Office Child Svcs - Ex |
| 9BD1 | Director Of Airports |
| VLD1 | Director Of Env Health Svcs-Ex |

Exhibit A

| Job Code | Classification |
|---|---|
| 5AB1 | Director Of Redevel-Exempt |
| SMD1 | Director Of Revenue Collection |
| ADSB | Director Office Of Comm/Media |
| 5AH6 | Economic Dev Manager - Exempt |
| XAD9 | EHS Chief Financial Off - Ex |
| XAD2 | EHS Deputy Bureau Director-Ex |
| XAD6 | EHS Director Of Admin-Exempt |
| VAD2 | Emerg Med Svcs Dir - Exempt |
| 9GS1 | Emergency Planning Spec-Exempt |
| AGVG | Employee Benefits Analyst |
| AGD2 | Employee Benefits Manager |
| AGSC | Employee Benefits Specialist |
| AJHA | Employee Benefits Supervisor |
| AJDB | Equal Employment Oppt Officer |
| J3V2 | Exec Asst I To Co Adminis-Ex |
| J3H2 | Exec Asst II To Co Adminis-Ex |
| J3T6 | Exec Secretary/ Merit Board |
| J3T5 | Exec Secretary-Exempt |
| J3TJ | Executive Secretary-Dcss |
| LBSE | Financial Systems Manager |
| VASH | Health Equity Program Manager |
| VRGC | Health Plan Dir Comp & Gov Rel |
| VCS3 | Health Plan Services Asst-Ex |
| LBB3 | Health Svcs IT Director-Ex |
| AGD4 | HR Manager - Exempt |
| AGSE | HR Systems Analyst |
| AGTG | HR Systems Specialist |
| AGDG | HRIS Administrator |
| AGVF | Human Resources Consultant |
| AGDF | Human Resources Project Mngr |
| AG7B | Human Resources Technician |
| ADSI | Labor Relations Analyst I |
| ADSJ | Labor Relations Analyst II |
| AD7C | Labor Relations Assistant |
| ADD6 | Labor Relations Manager-Exempt |
| 5ASF | Land Information Bus Ops Mngr |
| AJHC | Leave And ACA Admin |
| ADVB | Management Analyst |
| ADD4 | Manager Cap Fac/Debt Mgmt-Ex |
| VCA2 | Medical Director |
| SAHM | Payroll Systems Administrator |
| AGDE | Personnel Services Supervisor |
| AP7B | Personnel Technician |
| ADNC | Principal L/R Analyst |
| ADHB | Principal Management Analyst |
| APDJ | Probation Chief Of Admin Svcs |
| STD1 | Procurement Svcs Manager-Ex |
| ADS1 | Public Information Officer |

Exhibit A

| Job Code | Classification |
|---|---|
| APDF | Pw Chief Of Fiscal Services |
| APHB | Research and Eval Manager |
| VPD5 | Residency Director-Exempt |
| AJD1 | Risk Manager |
| J3S2 | Secretary To Undersheriff |
| NSGA | Senior Land Surveyor |
| ADTD | Senior Management Analyst |
| APD2 | Sheriff's Chf Of Mgnt Svcs -Ex |
| J3T0 | Sheriff's Executive Asst-Ex |
| ADB5 | Special Asst To The Co Admn-Ex |
| ADDH | Sr Deputy County Admnistrator |
| AGTF | Sr Human Resources Consultant |
| S5S3 | Treasurer's Invest Officer-Ex |
| XAD4 | Workforce Inv Bd Exc Dir-Ex |
| XAD3 | Workforce Svcs Director-Exempt |
| BAA1 | Agricultural Com-Dir Wts/Meas |
| ADB1 | Chief Asst County Admin |
| LTA1 | Chief Info Off/Dir Of Info Tec |
| ADA2 | County Administrator |
| ADB6 | County Finance Director-Ex |
| 3AAA | County Librarian |
| 96A1 | County Veterans' Svcs Officer |
| 4AA1 | Dir Of Conservation & Devlp-Ex |
| BJA1 | Director Of Animal Serv-Exempt |
| NAA2 | Director Of General Services-E |
| VCA1 | Director Of Health Services |
| AGA2 | Director Of Human Resources-Ex |
| XAA2 | Director-EHSD-Exempt |
| NAA1 | Pw Director |
| AP73 | Administrative Aide-Project |
| 9MD3 | Assistant Director-Project |
| 9JS3 | Child Nutrt Food Oper Supv-Prj |
| 9MH1 | Children Svcs Mgr-Project |
| 9J71 | Community Svcs Personnel Tech |
| 9MS7 | Comprehensive Svcs Asst Mgr-Pr |
| 9MS3 | Comprehensive Svcs Man -Prj |
| CJH3 | Cs Mental Hlth Clin Supv-Proj |
| ADD7 | Deputy Director Of Orj-Project |
| 5AH4 | Redevelopment Proj Manager-Prj |
| AJH1 | Risk Mgmt Training Coord-Prj |
| AVS4 | Sbdc Business Consultant-Prj |
| AVD3 | Sbdc Director-Project |
| CCG1 | School Readiness Prog Coor-Prj |
| EBV1 | Voter Edu & Engmt Spec-Prj |
| 9KN3 | Weatherization/Hm Repair Supv |
| 9JS2 | Child Nutrt Div Nutri-Project |
| 6CW1 | Forensic Analyst-Project |
| EBW1 | Voter Edu & Engmt Asst - Prj |

Exhibit A

| Job Code | Classification |
|---|---|
| DATA | Assoc Appraiser |
| DAVA | Asst Appraiser |
| DAWA | Junior Appraiser |
| RPW1 | Fire Dist Aide-EX |
| VTWB | Interim Permit Nurse |
| 2YWB | Law Clerk I |
| 2YVA | Law Clerk II |
| 2YTA | Law Clerk III |
| AJTA | Lead Examination Proctor |
| V07A | Microbiologist Trainee |
| VWHD | Nursing Shift Coord - Per Diem |
| NK7A | Student Aide-Civil Engineer |
| VPS2 | Exempt Med Stf Podiatrist |

| Job Code | Classification |
|---|---|
| 2ED1 | Asst County Counsel-Exempt |
| 2KD3 | Asst District Attorney-Exempt |
| 25D2 | Asst Public Defender-Exempt |
| 29TA | Attorney Advance-Chld Sppt Svc |
| 29VA | Attorney Basic-Child Sppt Svcs |
| 29WA | Attorney Entry-Child Sppt Svcs |
| 2ED2 | Chief Asst County Counsel |
| 2KD2 | Chief Asst District Attorney-E |
| 25D1 | Chief Asst Public Defender |
| 25DB | Chief Trial Deputy Public Def |
| 2ETG | Civil Litig Atty-Advanced |
| 2ETE | Civil Litig Atty-Basic Lvl |
| 2ETF | Civil Litig Atty-Standard |
| 2ETK | Deputy Co Counsel-Advanced |
| 2ET3 | Deputy Co Counsel-Advanced-Ex |
| 2ETH | Deputy Co Counsel-Basic |
| 2ET1 | Deputy Co Counsel-Basic-Exempt |
| 2ETJ | Deputy Co Counsel-Standard |
| 2ET2 | Deputy Co Counsel-Standard-Ex |
| 2KD1 | Sr Deputy District Attorney-Ex |
| 2ED3 | Sr Financial Counselor-Exempt |
| 29HA | Supervising Attorney-Dcss |

Contra Costa County

To: In-Home Supportive Services Public Authority

From: David Twa, County Administrator

Date: December 11, 2018

Subject: Resolution No. 2018/609 to Provide General Salary Increase for Public Authority Employees

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/609 to provide for a general salary increase for the employees of the In-Home Supportive Services Public Authority for the period of July 1, 2019 and beyond.

**FISCAL IMPACT:**

The terms and conditions set forth in this action are estimated at a cost of $43,000 for FY 2019/20 for the 4% wage increase; $75,000 for FY 2020/21 ($43,000 from the 4% wage increase in FY 2019/20); and $107,000 for FY 2021/22 ($43,000 from the FY 2019/20 wage increase and $32,000 from the FY 2020/21 increase).

**BACKGROUND:**

The IHSS-Public Authority employees' wages have historically been linked to the resolution providing benefits and compensation for unrepresented management and exempt employees of Contra Costa County. The Board of Supervisors approved Resolution No. 2018/584, which provides a 4% increase in base pay for most unrepresented management employees covered by the resolution effective July 1, 2019, three percent (3%) effective July 1, 2020, and three percent (3%) effective July 1, 2021. Resolution No. 2018/609 (attached) provides for the same salary increases for IHSS/PA employees to maintain alignment between IHSS Public Authority staff wage-increases and those of unrepresented County management.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

By: , Deputy

**cc:** Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director, Kathy Gallagher, EHSD Director

CONSEQUENCE OF NEGATIVE ACTION:

The wages of employees of the IHSS/PA will no longer be consistent with those of management-exempt and unrepresented employees of Contra Costa County.

ATTACHMENTS

Resolution No. 2018/609

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/609

**In the Matter of:** Providing for a general salary increase for employees of the In-Home Supportive Services Public Authority.

WHEREAS the In-Home Supportive Services Public Authority has maintained a historic salary tie between their employees and County unrepresented employees;

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the In-Home Supportive Services Public Authority RESOLVES THAT:

A. Effective July 1, 2019, the base rate of pay for all classifications listed below will be increased by four percent (4%);
B. Effective July 1, 2020, the base rate of pay for all classifications listed below will be increased by three percent (3%); and
C. Effective July 1, 2021, the base rate of pay for all classifications listed below will be increased by three percent (3%).

- 8IH9 – Administrative Services Assistant II-PA
- 8IH4 – Office Manager/Secretary - PA
- 8IH2 – Program Manager-Public Authority
- 8IH5 – Public Authority Account Clerk Supervisor
- 8IH6 – Public Authority Benefits Clerk
- 8IH8 – Public Authority Benefits Clerk Specialist
- 8IH1 – Public Authority Executive Director
- 8IH3 – Public Authority Registry/Training Specialist
- 8IH0 – Public Authority Secretary-Advanced
- 8IH7 – Public Authority Senior Benefits Clerk

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Lisa Driscoll, County Finance Director
(925) 335-1023

**cc:** Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director, Kathy Gallagher, EHSD Director

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 11, 2018

Contra Costa County

Subject: Revised Management Benefits Resolution No. 2018/612, which Supersedes Resolution No. 2018/563

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/612, which supersedes Resolution No. 2018/563 regarding compensation and benefits for the County Administrator, County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented employees, to reflect specified changes.

**FISCAL IMPACT:**

The modest increase to benefits will be funded by the following impacted departments: Assessor, Department of Child Support, County Counsel, District Attorney, Public Defender, and Public Works.

**BACKGROUND:**

Historically, the wages and benefits granted by the County to its department heads, managers, and unrepresented employees have paralleled the wages and benefits negotiated by the County with its various labor organizations. Both the Deputy District Attorney Association and the Contra Costa County Defenders Association have recently negotiated contract extensions through June 30, 2022. The agreements include an enhancement for law school loan reimbursement and provision of fingerprinting services. The attached Resolution No. 2018/612, provides these enhancements for employees in unrepresented attorney

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

By: , Deputy

**cc:** Dianne Dinsmore, Human Resources Director, Robert Campbell, County Auditor-Controller

BACKGROUND: (CONT'D)

classifications and aligns specified engineer and property appraiser classifications, so that employees in these classes do not loose benefits they had prior to promotion. The modifications described below modify and clarify the benefits for specified groups of unrepresented employees. The modifications are effective January 1, 2019, with the exception of Section 30.10.1, which is effective immediately.

The attached Management Benefits Resolution has been modified in the following ways:

1. Section 30.10.1 Payment for Fingerprinting. This section addresses payment for the attorneys' costs to submit their fingerprints to the State Bar Association. Additionally, a one-time credit to professional development will be made for employees who have already completed the Live Scan process required by California Rule of Court 9.9.5.

2. Section 30.12 Law School Loan Reimbursement Program, subsection (b) was amended to increase the maximum amount of loan reimbursement for attorneys with outstanding law school loans from $9,000 to $15,000, prospectively from January 1, 2019 and to simplify the method of establishing eligibility for such reimbursement.

3. Section 37 Engineer Continuing Education Allowance, was amended to include two additional classifications, County Surveyor and Senior Land Surveyor, as eligible to receive the allowance.

4. Several sections applicable to the Property Appraiser classifications were revised for consistency with benefits provided to other unrepresented classifications. Section 42.11 Longevity Pay, was amended to provide for a longevity differential of 2.5% on upon fifteen years of service, prospectively from January 1, 2019. Section 42.17 Life Insurance was amended to increase the coverage amount of County provided term life insurance to $57,000. In Section 42.17 Professional Development, the bi-annual professional development allowance was increased to $625. Additionally, effective January 1, 2019, the Property Appraiser classifications are eligible for all of the deferred compensation benefits provided to other unrepresented classes. (Section 42.18 Deferred Compensation.)

CONSEQUENCE OF NEGATIVE ACTION:

If the action is not approved, eligible, active unrepresented employees will not have access to equitable benefits and/or may lose benefits upon promotion.

ATTACHMENTS

Resolution No. 2018/612

Text of Resolution No. 2018-612

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/612

**In The Matter Of:** Benefits and Other Compensation for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented Employees for the Period from January 1, 2019, and Until Further Order

The Contra Costa County Board of Supervisors acting in its capacity as the governing board of the County of Contra Costa and the Board of Directors of the Contra Costa County Fire Protection District **RESOLVES THAT**:

Effective January 1, 2019, and until further order of the Board, the Board adopts the attached program of compensation and benefits for County Elected and Appointed Department Heads, Management Employees, Exempt Employees, and Unrepresented Employees. Except for Resolution No. 2002/608 (excluding inconsistent provisions concerning the amount of employee contributions for retirement benefits), as amended, this Resolution supersedes all previous resolutions providing compensation and benefits for the employees listed herein, including but not limited to Resolution No. 2018/563.

Unless expressly provided otherwise, this Resolution is subject to the provisions of resolutions providing general and pay equity salary adjustments, to the 1937 County Employees Retirement Act, and to the Public Employees' Pension Reform Act. This Resolution is also subject to the Administrative Bulletins, the County Salary Regulations, and the County Personnel Management Regulations; however, to the extent this Resolution is inconsistent with any of these bulletins or regulations, the terms of this Resolution shall prevail. This Resolution does not authorize compensation and benefits for any employee who is represented by an employee organization with a Memorandum of Understanding.

Management, Exempt, and Unrepresented employees include employees in Classified, Project, and Exempt classifications. Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees who work full-time or part-time, twenty (20) or more hours per week.

The full text of this Resolution is attached. Also attached are the following exhibits and appendices:

I. **BENEFITS FOR MANAGEMENT, EXEMPT AND UNREPRESENTED EMPLOYEES** are provided for those classes listed in **Exhibit A**.

II. **BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES** are provided for those classes listed in Exhibit A, except for the classes listed in **Exhibit B**.

III. **BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS** are provided for those classes listed in **Exhibit C.**

IV. **SPECIAL BENEFITS FOR EMPLOYEES BY DEPARTMENT OR CLASS** are provided as indicated in each section.

V. **DEPARTMENT HEADS AND THEIR CHIEF ASSISTANTS** for purposes of Section 23 are listed in **Exhibit D**.

VI. **CALPERS HEALTH PLAN CLASSES** for purposes of Section 2 are listed in **Exhibit E**.

VII. **BENEFITS FOR UNREPRESENTED TEMPORARY AND PER DIEM EMPLOYEES** are provided in **Appendix I** and affected classifications are identified in **Exhibits F** and **G**.

Contact: Lisa Driscoll, County Finance Director
(925) 335-1023

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

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:** Dianne Dinsmore, Human Resources Director, Robert Campbell, County Auditor-Controller

## I. BENEFITS FOR MANAGEMENT, EXEMPT, AND UNREPRESENTED EMPLOYEES

### 1. Leaves With and Without Pay

1.10 Holidays: The County will observe the following holidays during the term covered by this Resolution:

| | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Veterans' Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

Such other days as the Board of Supervisors may designate by Resolution as holidays.

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 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.

1.11 Definitions:

Regular Work Schedule: The regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

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 a "workweek" as defined below.

Alternate Work Schedule: An alternate work schedule is any work schedule where the employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled days off are NOT Saturday and Sunday.

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.

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 hour (36) 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 eight (8) hour day. Requirements for the evaluation, authorization, and implementation of 9/80 work schedules are set forth in Administrative Bulletin 435.

Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Schedules: For employees on regular, flexible, alternate, and 4/10 schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday. For employees who work in a twenty-four (24) hour facility in the Contra Costa Regional Medical Center 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.

Workweek for Employees on a 9/80 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 work day. The end time of the workweek is four (4) hours after the start time of the eight (8) hour work day. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours).

1.12 Holidays Observed: Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County.

1.13 Holidays - Flexible, Alternate, 9/80, and 4/10 Work Schedules: When a holiday falls on the regularly scheduled day off of any employee who is on a flexible, alternate, 9/80, or 4/10 work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same month and workweek as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the approved day off is a nine (9) hour workday, the employee must use one (1) hour of non-sick-leave accruals. If the approved day off is a ten (10) hour workday, 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.

1.14 Holiday 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 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 multiplied by 8=4.8). Hereafter, the number of hours produced by this calculation will be referred to as the "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 ("scheduled work hours") is less than the employee's part-time employee's holiday hours, the employee also is 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 the employee's scheduled work hours and the employee's 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 (scheduled work hours) 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 employee's 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.

1.15 No County Overtime Pay, Holiday Pay, or Comp Time: Unrepresented, management, and exempt employees are not entitled to receive County overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Employees who are unable or not permitted to observe a holiday (take the day off), are authorized to receive overtime pay ONLY IF the employee is on the Overtime Exempt Exclusion List (see Section 11). The prohibition against County overtime pay in this section does not preclude payment of FLSA overtime to eligible employees as required by law.

1.16 Personal Holiday Credit: Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, employees are paid for any unused personal holiday credit hours at the employee's then current rate of pay, up to a maximum of forty (40) hours.

1.17 Vacation: Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

| Length of Service | Monthly Accrual Hours | Maximum Cumulative Hours |
|---|---|---|
| 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 |

However, for the Director of Employment and Human Services (job code XAA2, County Welfare Director) only, the monthly accrual amount is 12 hours for the first 13 years of County service and the maximum cumulative hours is 240 for the first 11 years of County service. Thereafter, the Director is subject to the maximums set forth in the above chart.

Each employee is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

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.

1.18 Sick Leave: Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and Administrative Bulletin No. 411.8 (Sick Leave Policy) as periodically amended.

1.19 Part-Time Employees: Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.

1.20 Family Care Leave: The provisions of Section 1006.3 of the Personnel Management Regulations and Resolution No. 94/416, as amended, relating to Leaves of Absence and Family Care Medical Leave apply to all employees covered by this Resolution, except that such employees are not entitled to Family Care or Medical Leave on a calendar year basis. Instead, such employees are entitled to at least eighteen (18) weeks of leave in a "rolling" twelve (12) month period, which period is to be measured backward from the date the employee uses FMLA leave. 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.

1.21 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Personnel Management Regulations, as amended, relating to the use of accruals while on leave without pay, apply to all employees covered by this Resolution.

1.22 Accrual Usage Reporting: Employees must report the use of accruals in one minute increments.

## 2. Health, Dental, and Related Benefits

2.10 Application:

a. Employees in classifications who receive health care coverage from County Plans: The following Sections apply to employees in classifications covered by this Resolution who receive health care coverage from County Plans and do not receive health plan coverage through CalPERS: Section 2.11 “Health Plan Coverages,” Section 2.12, “Monthly Premium Subsidy,” Section 2.12.1 “Medical Plan Cost-Sharing on and after January 1, 2016,” Section 2.13 “Retirement Coverage,” Section 2.14 “Layoff and Other Loss of Coverage,” Section 2.15 “Health Plan Coverages and Provisions,” and Section 2.16 “Family Member Eligibility Criteria.”

b. Employees in classifications who receive health care coverage from CalPERS: The following Sections apply to employees in the classifications listed in Exhibit E: Section 2.17 “CalPERS Controls,” Section 2.18 “Contra Costa Health Plan (CCHP),” Section 2.19 “CalPERS Health Plan Monthly Premium Subsidy,” Section 2.20 “CalPERS Retirement Coverage,” Section 2.21 “CalPERS Premium Payments,” and Section 2.22 “Dental Plan - CalPERS Participants.”

c. General provisions: The following Sections apply to employees in all the classifications covered by this Resolution: Section 2.23 “ Dual Coverage,” Section 2.24 “Life Insurance Benefit Under Health and Dental Plans,” Section 2.25 “Supplemental Life Insurance,” Section 2.26 “Catastrophic Leave Bank,” Section 2.27 “Health Care Spending Account,” Sections 2.28 “PERS Long-Term Care,” Section 2.29 “Dependent Care Assistance Program,” Section 2.30 “Premium Conversion Plan,” Section 2.31 “Voluntary Vision Plan,” Section 2.32 “Prevailing Section,” and Section 2.33 “Health Benefit Access for Employees Not Otherwise Covered.”

## 2.A. Employees In Classifications Who Receive Medical & Dental Coverage From County Plans

2.11 Health Plan Coverages:

a. The County will provide the medical and dental coverage for Management, Exempt, and Unrepresented employees 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

Medical Plans:

The 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

b. 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), such plan(s) will be eliminated for all employees. In the event that the Joint Labor Management Benefits Committee (JLMBC) and the County agree to replace any of the providers or plans listed above with an alternate provider or plan, the replacement plan will be available for the employees on the same date that the replacement plan is available for members of the JLMBC.

2.12 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:

| Health & Dental Plans | Employee | Employee +1 Dependent | Employee +2 or More Dependents |
|---|---|---|---|
| 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 PPO with CCHP A or B | $41.17 | $93.00 | $93.00 |
| Delta Dental PPO with Kaiser or Health Net | $34.02 | $76.77 | $76.77 |
| Delta Dental PPO without a Health Plan | $43.35 | $97.81 | $97.81 |
| DeltaCare HMO with CCHP A or B | $25.41 | $54.91 | $54.91 |
| DeltaCare HMO with Kaiser or Health Net | $21.31 | $46.05 | $46.05 |
| DeltaCare HMO without a Health Plan | $27.31 | $59.03 | $59.03 |

b. If the County contracts with a medical or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that health plan for employees and their eligible family members.

c. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

2.12.1 Medical Plan Cost Sharing for Active Employees on and after January 1, 2019

a. Medical Plan Cost-Sharing for Active Employees for the 2019 Plan Year. For active employees for the plan year that begins on January 1, 2019, the County will pay the monthly premium subsidy for medical plans, stated below:

| Medical Plans | Employee | Employee +1 Dependent | Employee +2 or More Dependents |
|---|---|---|---|
| Contra Costa Health Plans (CCHP), Plan A | $641.65 | $1,271.99 | $1,980.17 |
| Contra Costa Health Plans (CCHP), Plan B | $672.58 | $1,314.95 | $2,106.48 |
| Kaiser Permanente Health Plan A | $600.00 | $1,200.00 | $1,825.00 |
| Kaiser Permanente Health Plan B | $600.00 | $1,200.00 | $1,825.00 |
| Health Net HMO Plan A | $986.18 | $1,765.02 | $3,230.62 |
| Health Net HMO Plan B | $882.34 | $1,720.86 | $2,721.74 |
| Health Net PPO Plan A | $1,226.79 | $2,109.72 | $4,251.97 |
| Kaiser High Deductible Health Plan | $559.68 | $1,119.36 | $1,679.04 |

b. Medical Plan Cost-Sharing for Active Employees on and after January 1, 2020.

1. For active employees for the plan year that begins on January 1, 2020, the County will move to a percentage-based cost sharing approach for medical care premium subsidies. The County will pay seventy-five percent (75%) of the total medical plan premium for the Employee and Employee + 1 Dependent tiers of the second lowest priced non-deductible HMO plan. The County will pay seventy-six and one half percent (76.5%) of the total medical plan premium for the Employee + 2 or more Dependents tier of the second lowest price non-deductible HMO plan. These annual calculated dollar amounts will be applied to all plans and tiers as described.

2. For active employees for the plan year that begins on January 1, 2021, the County will pay seventy-eight and one half percent (78.5%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

3. For active employees for the plan year that begins on January 1, 2022, and each year thereafter, the County will pay eighty percent (80%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

4. For active employees for the plan year that begins on January 1, 2021, and each year thereafter, for the Kaiser Permanente Health Plan B, employees will pay at least the following share of the total medical plan premium:

| Kaiser Permanente Health Plan B | Employee Monthly Premium Cost |
|---|---|
| Employee | $20.00 |
| Employee +1 Dependent | $40.00 |
| Employee + 2 or More Dependents | $60.00 |

5. In the event of a reduction in the premium for the second lowest priced non-deductible HMO plan, the County will pay the premium subsidy for medical plans that the County paid in the previous plan year.

2.13 Retirement Coverage:

a. Upon Retirement:

1. Upon retirement and for the term of this resolution, 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 2.12, subsection (a) for eligible retirees and their eligible family members.

2. Any person who becomes age 65 on or after January 1, 2009 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after January 1, 2009 and their eligible family members, no monthly premium subsidy will be paid by the County for any health 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 and/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. This provision does not apply to any member of the Board of Supervisors who was a County employee when elected to the Board of Supervisors with a County employee hire date that is earlier than January 1, 2009.

4. If an employee was eligible for a retiree health/dental plan monthly premium subsidy from the County immediately prior to entering into an unrepresented classification (no break in service), the employee will be deemed covered by section 2.13 subsection (a) (1), above.

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:

i. be qualified for a deferred retirement under the 1937 Retirement Act provisions;

ii. 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;

iii. 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

iv. 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 10th of each month, to the Contra Costa County Human Resources Department-Employee Benefits Division. 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.

8. This subsection (b) “Employees Who File for Deferred Retirement”

does not apply to any employee in any classification listed in Exhibit E.

c. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: 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 Resolution.

d. Subject to the provisions of Section 2.13, subsections (a), (b), and (c), and upon retirement and for the term of this resolution, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: County Elected and Appointed Department Heads, Management Employees, Exempt Employees, Unrepresented Employees, and each employee who retired from a position or classification that was unrepresented at the time of his or her retirement.

e. For purposes of this Section 2.13 only, “eligible family members” does not include Survivors of employees or retirees.

2.14 Layoff and Other Loss of Coverage:

a. If a married couple works for the County and one (1) spouse is laid off, the remaining employee, if eligible, will be allowed to enroll or transfer into the health and/or dental coverage combination of his/her choice.

b. An eligible employee who loses medical or dental coverage through a spouse or partner not employed by the County will be allowed to enroll or transfer into the County health and/or dental plan of his/her choice within thirty (30) days of the date coverage is no longer afforded under the spouse’s plan.

2.15 Health Plan Coverages and Provisions: The following provisions are applicable to County Health and Dental Plan participation:

a. Health, Dental and Life Participation by Other Employees: Except as provided in Section 2.33 “Health Benefit Access for Employees Not Otherwise Covered,” Section 2, “Health, Dental, and Related Benefits” does not apply to employees who work less than twenty (20) hours per week.

b. Employee Contribution Deficiencies: The County's contributions to the Health Plan and/or Dental Plan premiums are payable for any month in which the employee is paid. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the unpaid amount to the Auditor-Controller. The responsibility for this payment rests solely with the employee.

c. Leave of Absence: The County will continue to pay the County shares of health and/or dental plan premiums for enrolled employees who are on an approved paid or unpaid leave of absence for a period of thirty (30) days or more provided the employee's share of the premiums is paid by the employee.

d. 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.

e. Health Savings Account:

1. 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.

2. For the 2019 Plan Year, the County will make a one-time contribution of five hundred dollars ($500) into the HSA for active employees employed as of January 1, 2019, who are enrolled in the Kaiser Permanente High Deductible Health Plan for the 2019 plan year and who have an HSA. The contribution will be made with the February 10, 2019 pay.

3. For the 2020 Plan Year and each year thereafter, the County will contribute six hundred and twenty-five dollars ($625) annually into the HSA for active employees employed as of January 1 who are enrolled

in the Kaiser Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay for the plan year.

2.16 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:
   i. Employee's legal spouse
   ii. Employee's qualified domestic partner
   iii. Employee's child to age 26
   iv. Employee's disabled child who is over age 26, unmarried, and 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, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

b. Dental Insurance

1. Eligible Dependents – All dental plans:
   i. Employee's legal spouse
   ii. Employee's qualified domestic partner
   iii. Employee's disabled child who is over age 19, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. Delta Dental PPO Only – Employee's unmarried child who is:
   i. Under age 19; or
   ii. Age 19, or above, but under age 24; and
      A. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      B. Receives at least 50% of support from Employee; and
      C. Is enrolled and attends school on a full-time basis, as defined by the School.

3. Delta Care HMO Only – Employee's Child to age 26.

4. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

## 2.B. Employees In Classifications Who Receive Health Care Coverage From CalPERS

2.17 CalPERS Controls: The CalPERS health care program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), regulations issued pursuant to PEMHCA, and the administration of PEMHCA by CalPERS, controls on all medical plan issues for employees who receive medical care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.

2.18 Contra Costa Health Plan (CCHP): Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, employees and COBRA counterparts may elect to enroll in CCHP under the CalPERS plan rules and regulations.

2.19 CalPERS Medical Plan Monthly Premium Subsidy: The County's subsidy to the CalPERS monthly medical plan premiums is as provided below. The employee must pay any CalPERS medical plan premium costs that are greater than the County's subsidies identified below.

a. County Medical Plan Premium Subsidy:

1. Beginning on January 1, 2010, and until December 31, 2016, the amount of the County premium subsidy that is paid for employees and eligible family members is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the CalPERS statutory minimum employer monthly medical plan premium subsidy or the following monthly medical plan premium subsidy, whichever is greater:

Employee/Retiree/Survivor Only
$472.57
Employee/Retiree/Survivor & One Dependent
$945.13
Employee/Retiree/Survivor & Two or more Dependents
$1228.67

2. Beginning on January 1, 2017, the County premium subsidies that are paid for employees and eligible family members will be the same subsidies that the County pays by plan and tier for members of the Deputy Sheriffs Association Management Unit in accordance with the Memorandum of Understanding between the County and the Association.

b. In the event that the County medical plan premium subsidy amounts are

greater than one hundred percent (100%) of the applicable premium of any plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

2.20 CalPERS Retirement Coverage: Government Code section 22892 applies to all employees in those classifications listed in Exhibit E.

2.21 CalPERS Premium Payments: Employee participation in any CalPERS medical plan is contingent upon the employee authorizing payroll deduction by the County of the employee's share of the premium cost. If an employee's compensation in any month (including during a leave of absence) is not sufficient to pay the employee's share of the premium, the employee must pay the difference to the Auditor-Controller. The responsibility for this payment rests solely with the employee.

2.22 Dental Plan - CalPERS Participants:

a. Employees in the classifications listed in Exhibit E may participate in any available County Group Dental Plan. The County may change dental plan providers at any time during the term of this resolution.

b. Dental Plan Monthly Premium Subsidy: On and after January 1, 2010, the provisions of Section 2.12 "Monthly Premium Subsidy," relating to the County subsidies for dental coverage, apply to all classifications listed in Exhibit E.

c. As to dental coverage only, the following Sections apply to all classifications listed in Exhibit E: Section 2.13 "Retirement Coverage," Section 2.14 "Layoff and Other Loss of Coverage," Section 2.15 "Health Plan Coverages and Provisions," and Section 2.16 "Family Member Eligibility Criteria."

## 2.C. All Employees

2.23 Dual Coverage:

a. Each employee and retiree may be covered by only a single County health (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 2.16, 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 2.23 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.

2.24 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.

2.25 Supplemental Life Insurance: In addition to the life insurance benefits provided by this resolution, 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.

2.26 Catastrophic Leave Bank: All employees are included in the Catastrophic Leave Bank and may designate a portion of accrued vacation, compensatory time, holiday compensatory time, or personal holiday credit to be deducted from the donor's existing balances and credited to the bank or to a specific eligible employee.

a. The County Human Resources Department operates 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 personal holiday credit 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 that manifests itself during employment.

b. The plan is administered under the direction of the Director of Human Resources. The Human Resources Department is 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 is 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 will meet once a month, if necessary, to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will 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.

c. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and will be treated as regular sick leave accruals.

d. To receive credits under this plan, an employee must have permanent status, 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.

e. 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, personal holiday, compensatory time or holiday compensatory time accounts. Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

f. 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.

g. Each recipient is limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor is limited to one hundred twenty (120) hours per calendar year.

h. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

i. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is 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 may limit benefits in accordance with available contributions and 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.

j. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

2.27 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 designated 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, before taxes, 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.

2.28 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.

2.29 Dependent Care Assistance Program: The County will continue to offer 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.

2.30 Premium Conversion Plan: The County will continue to offer 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.

2.31 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.

2.32 Prevailing Section: To the extent that any provision of this Section (Section 2. Health, Dental, and Related Benefits) 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 resolution or order of the Board of Supervisors, the provision(s) of this Section (Section 2. Health, Dental, and Related Benefits) will prevail.

2.33 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.

**3. Personal Protective Equipment:** The County will reimburse employees for safety shoes and prescription safety eyeglasses in those Management, Exempt and Unrepresented classifications which the County Administrator has determined eligible for such reimbursement.

3.10 Safety Shoes: The County will reimburse eligible employees for the purchase and repair of safety shoes in an amount not to exceed two hundred seventy-five dollars ($275) for each two (2) year period beginning on January 1, 2002. There is no limit on the number of shoes or repairs allowed.

3.11 Safety Eyeglasses: The County will reimburse eligible Management, Exempt and Unrepresented employees for prescription safety eyeglasses which are approved by the County and are obtained from an establishment approved by the County.

**4. Transportation Expense:**

4.10 Mileage Reimbursement: The County will pay a mileage allowance for the use of personal vehicles on County business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the IRS, whichever is later.

4.11 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 Service 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.

**5. Retirement Contributions:**

5.10 No County Subvention: Effective on October 1, 2011, 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. Except as provided in Section 36 (District Attorney Investigator - Safety Employees Retirement Tier) Section 44 (Probation - Safety Employees Retirement Tiers) and Section 53 (Safety Employees Retirement Tiers- Miscellaneous Safety Classifications), the County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

5.11 414H2 Participation: The County will continue to implement Section 414(h)(2) of the Internal Revenue Code which allows the County Auditor–Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as required by statute.

**6. PEPRA Retirement Plan:**

A. PEPRA for Employees who become CCCERA Members on or after January 1, 2013: For employees who, under the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012), become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by PEPRA. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

B. COLA: For employees hired by the County on and after January 1, 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. Disability Standard: For employees, who under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.

D. This section 6 does not apply to employees who are safety members of the Contra Costa County Employees Retirement Association.

**7. Training:**

7.10 Career Development Training Reimbursement: All full-time employees (excluding attorney classes) are eligible for career development training reimbursement not to exceed seven hundred fifty dollars ($750) per fiscal year. The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.

7.11 Management Development Policy: Employees are authorized to attend professional training programs, seminars, and workshops, during normal work hours at the discretion of their Department Head, for the purpose of developing knowledge, skills, and abilities in the areas of supervision, management, and County policies and procedures. Up to thirty (30) hours of such training time is recommended annually.

a. Departments are encouraged to provide for professional development training exceeding thirty (30) hours annually for people newly promoted to positions of direct supervision.

b. To encourage personal and professional growth, the County provides reimbursement for certain expenses incurred by employees for job-related training (required training and career development training/education). Provision for eligibility and reimbursement is identified in Administrative Bulletin 112.9.

c. The Department Head is responsible for authorization of individual professional development reimbursement requests. Reimbursement is through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

**8. Bilingual Pay Differential:** A monthly salary differential will be paid to incumbents of positions requiring bilingual proficiency as designated by the Appointing Authority and the Director of Human Resources. The differential will be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month. The differential is one hundred dollars ($100.00) 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.

9. **Higher Pay for Work in a Higher Classification:** The County Salary Regulations notwithstanding, when an employee is required to work in a higher paid classification, the employee will receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in his/her regular position. Unless the Board has by Resolution otherwise specified, the higher pay entitlement will begin on the completion of the 40th consecutive hour in the assignment, retroactive to the beginning of the second full day of work in the assignment.

10. **Workers' Compensation and Continuing Pay:** For all accepted workers' compensation claims filed with the County on or after January 1, 2008, employees will receive seventy five percent (75%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Pay based on accepted workers' compensation claims filed before January 1, 2007, but after December 31, 1999, will be paid as provided in Resolution No. 2006/22. Pay based on accepted workers' compensation claims filed before January 1, 2000, will be paid as provided in resolution No. 96/488. If workers' compensation benefits become taxable income, the County will restore the former benefit level, one hundred percent (100%) of regular monthly salary.

    10.10 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 is the first three (3) 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.

    10.11 Continuing Pay: A permanent employee will receive the applicable percentage of regular monthly salary in lieu of workers' compensation during any period of compensable temporary disability not to exceed one year. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation under workers' compensation law set forth in Division 4 of the California Labor Code. When any disability becomes medically permanent and stationary, the salary provided by this Section will terminate. No charge will be made against sick leave or vacation for these salary payments. Sick leave and vacation rights do not accrue for those periods during which continuing pay is received. Employees are 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, 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 must be cleared through the County Administrator's Office, Risk Management Division.

10.12 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 is allowed time off, up to three (3) hours for such treatment, without loss of pay or benefits. 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.

10.13 Labor Code §4850 Exclusion: The foregoing provisions for workers' compensation and continuing pay are inapplicable in the case of employees entitled to benefits under Labor Code Section 4850.

## 11. Other Terms and Conditions of Employment

11.10 Overtime Exempt Exclusion: Employees who are exempt from FLSA overtime in unrepresented, management, and exempt classifications may be made eligible for County Overtime pay if their names are placed on the Overtime Exempt Exclusion List by the County Administrator's Office. Employees on the Overtime Exempt Exclusion List are authorized to receive County overtime pay only. Employees on the Overtime Exempt Exclusion List are NOT eligible for Annual Management Administrative Leave for the quarter they are on the Overtime Exempt Exclusion List. The policies and procedures for the Overtime Exempt Exclusion List are set forth in Administrative Bulletin 317.

11.11 County Overtime: Employees on the Overtime Exempt Exclusion List will be compensated at one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized hours worked exceeding eight (8) hours in a day or forty (40) hours in a week.

11.12 Pay Limitations: Employees are not entitled to receive hazard pay, shift pay or County overtime pay (except as provided in this Section 11 Other Terms and Conditions of Employment), or on-call duty pay or call-back pay (except as provided in Section IV Special Benefits For Employees by Department or Class.)

11.13 Length of Service Credits: Length of service credit dates from the beginning of the last period of continuous County employment, including temporary, provisional and permanent status and absences on an approved leave of absence; except that when an employee separates from a permanent position in good standing and is subsequently re-employed in a permanent County position within two (2) years from the date of separation, the period of separation will be bridged. Under these circumstances, the service credits will include all credits accumulated at the time of separation but will not include the period of separation. The service credits of an employee are determined from employee status records maintained by the Human Resources Department.

11.14 Mirror Classifications: As determined in the sole discretion of the Director of Human Resources, employees in unrepresented job classifications that mirror Management, represented or unrepresented job classifications may receive the salary and fringe benefits that are received by employees in the mirror classification.

11.15 Deep Classes: No provision of this Resolution regarding terms and conditions of employment supersedes any provision of any Deep Class Resolution.

11.16 Administrative Provisions: The County Administrator may establish guidelines, bulletins or directives as necessary to further define or implement the provisions of this resolution.

11.17 Timestamp: Permanent Intermittent (hourly) employees must time stamp in and out as they begin their work shifts, finish their work shifts, and take meal periods.

## II. BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES

Management and Exempt employees will receive the benefits set forth in Part I and also the following additional benefits:

### 12. Management Longevity Pay:

12.10 Ten Years of Service:

a. Employees who have completed ten (10) years of service for the County are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.

b. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.

c. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than ten (10) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

12.11 Fifteen Years of Service:

a. Employees who have completed fifteen (15) years of service for the County are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen (15) years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.

b. This section does not apply to employees who are eligible to receive the District Attorney Inspectors Longevity Differential set forth in Section 34 or the Sheriff Law Enforcement Longevity Differential set forth in Section 49.

c. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.

d. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than fifteen (15) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

**13. Deferred Compensation:**

13.10 Deferred Compensation Incentive: The County will contribute eighty-five dollars ($85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan

as indicated below.

| Employees with Current Monthly Salary of: | Qualifying Base Contribution Amount | Monthly Contribution Required to Maintain Incentive Program Eligibility |
|---|---|---|
| $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 and 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 eighty-five dollar ($85) Deferred Compensation Incentive. 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 will 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, will not be required to reestablish eligibility.

13.11 Special Benefit for Permanent Employees Hired on and after January 1, 2009:

a. Beginning on April 1, 2009 and for the term of this resolution, the County will contribute one hundred and fifty dollars ($150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:

   1. The employee must be hired by Contra Costa County on or after January 1, 2009.

   2. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.

   3. The employee must have been employed by Contra Costa County for at least 90 calendar days.

   4. The employee must contribute a minimum of twenty-five dollars ($25)

per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.

5. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.

6. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.

b. This special benefit does not apply to any employee who is covered by Section 2.13, subsection (a) (1).

13.12 No Cross Crediting: The amounts contributed by the employee and the County pursuant to Section 13.11 do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Contribution Required to Maintain Incentive Program Eligibility" in Section 13.10. Similarly, the amounts contributed by the employee and the County pursuant to Section 13.10 do not count towards the employee's $25 per month minimum contribution required by Section 13.11.

13.13 Maximum Annual Contribution: All of the employee and County contributions set forth in Sections 13.10 and 13.11 will be added together to ensure that the annual maximum contribution to the employee's deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.

13.14 Eligibility for Loan Program: All employees are eligible to apply for loans from the Contra Costa County Deferred Compensation Plan loan program established by the Board of Supervisors on June 26, 2012, by Resolution No. 2012/298.

**14. Annual Management Administrative Leave:**

A. On January 1st of each year, all full-time unrepresented, management, and exempt employees in paid status will be credited with ninety-four (94) hours of paid Management Administrative Leave. All Management Administrative Leave time is non-accruable and all balances will be zeroed out on December 31 of each year.

B. Permanent part-time employees are eligible for Management Administrative Leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for Management Administrative Leave.

C. Employees appointed (hired or promoted) to unrepresented, management, or exempt positions are eligible for Management Administrative Leave on the

first day of the month following their appointment date and will receive Management Administrative Leave on a prorated basis for that first year.

D. Unrepresented, management, and exempt employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the employee is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Annual Management Administrative Leave. This section does not apply to the unrepresented, management, and exempt attorneys of the Offices of the District Attorney, County Counsel, and Public Defender. (See Section 31.)

E. Employees eligible for FLSA overtime are not eligible for Management Administrative Leave. Such Employees who have existing Management Administrative Leave balances as of May 1, 2017 may use the leave through December 31, 2017.

**15. Management Life Insurance:** Employees are covered at County expense by term life insurance in the amount of fifty seven thousand dollars ($57,000) in addition to the insurance provided in Section 2.24.

**16. Vacation Buy Back:**

16.10 Employees Hired Before April 1, 2011:

a. Employees hired before April 1, 2011, in classifications other than those listed in Section 16.11(b) below, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once every thirteen (13) months and there must be at least 12 full months between each election; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any one sale is one-third (1/3) of the annual accrual.

b. Lump Sum Payments: Where a lump-sum payment is made to employees as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will 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 includes the effective date of the vacation buy-back.

16.11 Employees Hired, Promoted or Rehired On and After April 1, 2011 and In Specified Classifications:

a. Employees hired, promoted or rehired on and after April 1, 2011, into any classification covered by this resolution are not eligible for the vacation buy-back benefit. However, any employee who was eligible for the vacation buy-back benefit before promoting into a classification (other than those specified in subsection b. below) covered by this resolution will retain that benefit after promoting into a classification covered by this resolution.

b. Specified Classifications: Employees in the following classifications may not elect payment of their vacation accruals under any circumstances:

CCRMC Chief Executive Officer- Exempt (VCB2)
Chief Medical Officer - Exempt (VPS4)
Chief Nursing Officer - Exempt (VWD2)
County Librarian (3AAA)
Medical Director (VCA2)

17. **Professional Development Reimbursement:** Employees (excluding Department Heads, their Chief Assistant(s), Engineering Managers, and all Attorney classes) are eligible for reimbursement of up to six hundred twenty-five dollars ($625) for each two (2) year period beginning on January 1, 1999, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) 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 and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Each professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be answered by the Office of the County Administrator.

18. **Sick Leave Incentive Plan:** Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is subject to the following conditions:

A. The employee must have resigned in good standing.

B. Payout is not available if the employee is eligible to retire.

C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.

D. Payout is by the following schedule:

| Years of Payment Continuous Service | Payment of Unused Sick Leave Payable |
|---|---|
| 3 – 5 years | 30% |
| 5 – 7 years | 40% |
| 7 plus years | 50% |

E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.

F. It is the intent of the Board of Supervisors that payments made pursuant to this section are in lieu of County retirement benefits resulting from employment by this County or by Districts governed by this Board.

**19. Computer Vision Care (CVC) Users Eye Examination:** Employees are eligible to receive an annual eye examination on County time and at County expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by their department.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription CVC eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic CVC eye wear consisting of a fifty dollar ($50) 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.

**20. Long-Term Disability Insurance:** The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five (85%) of total monthly base earnings reduced by any deductible benefits.

## III. BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS

Department Heads will receive the benefits set forth in Part I and Part II and the following additional benefits:

### 21. Executive Automobile Allowance:

21.10 Elected Department Heads:

The below-listed elected Department Heads are eligible to receive a $600 per month automobile allowance plus mileage for miles driven outside Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense.

Receipt of this automobile allowance means that the elected Department Head must use a private automobile for County business.

Assessor (DAA1)
Auditor–Controller (SAA1)
Clerk–Recorder (ALA1)
District Attorney (2KA1)
Treasurer–Tax Collector (S5A1)

The Sheriff-Coroner (6XA1) is eligible to receive a $500 per month automobile allowance plus mileage for miles driven inside and outside of Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the Sheriff-Coroner must use a private automobile for County business.

21.11 Appointed Department Heads Appointed Prior to February 1, 2012:

The below-listed Department Heads who were appointed to their positions prior to February 1, 2012 are eligible to receive a $600 per month automobile allowance plus mileage for miles driven outside Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the appointed Department Head must use a private automobile for County business.

County Administrator (ADA2)
Chief Assistant County Administrator (ADB1)
County Counsel (2EA1)
County Probation Officer (7AA1)
Director of Animal Services (BJA1)
Director of Child Support Services (SMA1)
Director of Conservation and Development (4AA1)

Director of Health Services (VCA1)
Director of Information Technology (LTA1)
Public Defender (25A1)
Public Works Director (NAA1)

21.12 Appointed Department Heads Appointed On and After February 1, 2012:

Every appointed Department Head is ineligible to receive an automobile allowance.

21.13 Temporary Loss of Vehicle:

If use of a County vehicle is temporarily required as the result of an emergency, such as an accident or mechanical failure to the recipient's personal automobile, a County vehicle may be used if approved by the County Administrator or his/her designee. The user's department will be charged for the costs of the temporary use of the County vehicle. Further, the user of the County vehicle will not receive his/her automobile allowance while using the County vehicle.

**22. Executive Life Insurance:** In lieu of the insurance provided under Section 15, Department Heads are covered at County expense by term life insurance in the amount of sixty thousand dollars ($60,000) additional to the insurance provided under Section 2.24.

**23. Executive Professional Development Reimbursement:** Department Heads and those chief assistants listed in Exhibit D (excluding Attorney classes) are eligible for reimbursement of up to nine hundred twenty-five dollars ($925) for each two (2) year period beginning January 1, 1999 for memberships in professional organizations, subscriptions to professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software, such as blackberries, iPhones, and treos (excluding automation connectivity, support, or subscription fees) 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 and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Each executive professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be determined by the Office of the County Administrator.

**24. <u>Appointed Department Heads</u>:** The Appointed Department Heads are the Agricultural Commissioner/Director of Weights and Measures, Chief Assistant County Administrator, County Counsel, County Finance Director, County Librarian, County Probation Officer, County Veteran's Services Officer, Director of Employment and Human Services, Director of Animal Services, Director of Child Support Services, Director of Conservation and Development, Director of Health Services, Director of Human Resources, Director of Information Technology, Public Defender, and the Public Works Director. (The Fire Chief of the Contra Costa County Fire Protection District is also an appointed Department Head, but the benefits for the Fire Chief are set forth in a separate Fire Management Resolution.)

**25. <u>Elected Department Heads</u>:** The Elected Department Heads are the Assessor, Auditor–Controller, Clerk–Recorder, District Attorney, Sheriff–Coroner, and Treasurer–Tax Collector.

**26. <u>Elected Department Head Benefits and Board of Supervisors Member Benefits</u>:** Elected Department Heads will receive only the following benefits under Parts I, II, and III, together with such benefits as may be authorized under Part IV, as specified:

26.10 <u>Elected Department Heads</u>:

a. All Elected Department Heads will receive the benefits set forth in Part I, Sections 5, 6, 7, 8, 10, and 11.12.

b. Elected Department Heads will receive the benefits set forth in Part I, Section 2, in accordance with the following:

1. Elected Department Heads other than the Sheriff receive health care coverage from County health plans pursuant to Section 2 A.

i. Those Elected Department Heads who were County employees when elected to County office with a County employee hire date that is earlier than January 1, 2009, will receive the benefits set forth in Part I, Section 2 A except the provisions set forth in Section 2.13 (a) (3) do not apply.

ii. Those Elected Department Heads who were County employees when elected to County office with a County employee hire date that is on or after January 1, 2009, will receive all of the benefits set forth in Part I, Section 2 A.

iii. Those Elected Department Heads who were not County employees when elected to County office will receive all of the benefits set forth in Part I, Section 2 A.

2. The Sheriff receives health care coverage from CalPERS pursuant to

Section 2 B.

3. All Elected Department Heads receive the benefits set forth in Section 2 C, excluding section 2.26.

c. All Elected Department Heads will receive the benefits set forth in Part II, Sections 13, 19 and 20.

d. Elected Department Heads will not receive the benefits set forth in Part II, Section 12. Elected Department Heads who are in their elected office and receiving longevity pay as of October 1, 2010 are eligible for the following benefit:

1. A five percent (5%) longevity differential upon the completion of ten years of service effective on the first day of the month following the month in which the official qualifies for the ten (10) year service award.

2. An additional two and one half (2.5%) longevity differential upon the completion of fifteen (15) years of service effective on the first day of the month following the month in which the official qualifies for the fifteen (15) year service award.

e. As compensation for not accruing paid vacation credit, in addition to the benefits of Part II, Section 13, twelve thousand dollars ($12,000) as a deferred compensation contribution will be added to the elected department head's deferred compensation account effective July 1 of each year (commencing July 1, 2007). If after July 1, but prior to June 30 of the next succeeding year, for any reason, the elected department head's occupancy of office terminates and/or expires, the elected department head is entitled to an additional deferred compensation account contribution prorated from July 1 to include the time period the elected department head served prior to the next June 30. Further, if, for any reason, all or part of such deferred compensation cannot be paid into a deferred compensation account the elected department head is entitled to an equivalent lump-sum payment. None of the County's twelve thousand dollar ($12,000) contribution may be used to establish eligibility and qualification to receive the additional eighty-five dollars ($85) monthly Deferred Compensation Incentive contribution otherwise provided by the County.

f. All Elected Department Heads will receive the benefits set forth in Part III, Sections 21, 22 and 23.

g. A County employee who becomes a County elected official may receive payment for unused vacation accruals only at the rate of pay that the elected official last earned as a County employee. The elected official

may not be paid for unused vacation accruals at the rate of pay earned as an elected official.

h. Only the Board of Supervisors is authorized to prescribe the compensation of County elected officials pursuant to Government Code section 25300.

26.11 Board of Supervisors: Board of Supervisors members will receive only the following benefits under Parts I, II, and III.

a. Part I: The benefits set forth in Sections 5, 6, 7, 10, and 11.12.

b. Part 1, Section 2: in accordance with the following, health care coverage from County health plans pursuant to Section 2 A.

1. Those Supervisors who were County employees when elected to County office with a County employee hire date that is earlier than January 1, 2009, will receive the benefits set forth in Part I, Section 2 A except the provisions set forth in Section 2.13 (a) (3) do not apply.

2. Those Supervisors who were County employees when elected to County office with a County employee hire date that is on or after January 1, 2009, will receive all of the benefits set forth in Part I, Section 2 A.

3. Those Supervisors who were not County employees when elected to County office will receive all of the benefits set forth in Part I, Section 2 A.

c. Part I, Section 2 C, excluding Section 2.26.

d. Part II: The benefits set forth in Sections 13, 19, and 20.

e. Part III: The benefits set forth in Sections 22 and 23.

f. The provisions of Section 26.10(g) above apply to Board of Supervisors Members.

## IV. SPECIAL BENEFITS FOR EMPLOYEES BY DEPARTMENT OR CLASS

**27. Accounting Certificate Differential:** Incumbents of Management professional accounting, auditing or fiscal officer positions who possess one of the following certifications in good standing will receive a differential of five percent (5%) of base monthly salary: (1) A valid Certified Public Accountant (CPA) license issued by the State of California, Department of Consumer Affairs, Board of Accountancy; (2) a Certified Internal Auditor (CIA) certification issued by the Institute of Internal

Auditors; (3) a Certified Management Accountant (CMA) certification issued by the Institute of Management Accountants; or (4) a Certified Government Financial Manager (CGFM) certification issued by the Association of Government Accountants.

**28. Animal Services Search Warrant:** Employees in the management class of Deputy Director of Animal Services (BJD1) will be compensated for time spent in assisting law enforcement agencies in the serving of search warrants. The amount of special compensation per incident is one hundred dollars ($100) and it will continue to be equal to that paid to Animal Services Officers for performing this duty. Only employees involved in actual entry team activities will be so compensated. The department continues to retain the sole right to select and assign personnel to such search warrant duty.

**29. Animal Services Uniform Allowance:** The uniform allowance for employees in the management classes of Deputy Director of Animal Services (BJD1) and Animal Services Captain-Exempt (BJD2) is eight hundred dollars ($800), payable one-twelfth (1/12) of the yearly total in monthly pay warrants. Any other increase in the Uniform Allowance, which may be granted to Animal Services Officers while this Resolution is in effect, is granted to the Animal Services Management classes.

**30. Attorney State Bar Dues and Professional Development Reimbursement:**

30.10 State Bar Dues Reimbursement: The County will reimburse employees in the classes set forth below for California State Bar Membership dues (but not penalty fees) and, if annually approved in advance by the Department Head, fees for criminal and/or civil specialization.

30.10.1 Payment For Fingerprinting: New California Rule of Court 9.9.5, requires active licensed attorneys in California to be re-fingerprinted by April 30, 2019, without penalty. Employees who are active licensed attorneys may have their fingerprinting done via the Live Scan service in the Human Resources Department at no cost to the employee. If an employee chooses to obtain fingerprinting services from another provider, any costs of such services will be at the employee's sole expense.

30.11 Professional Development Reimbursement: The County will reimburse employees in the classes listed in Section 30.13 up to a maximum of seven hundred dollars ($700) each fiscal year for the following types of expenses:

a. Purchase of job-related computer hardware and software.
b. Membership dues in legal professional associations.
c. Purchase of legal publications.
d. Training and travel costs for job-related educational courses.
e. Legal on-line computer services.

Any unused accrual may be carried forward to the next fiscal year up to a maximum of eight hundred dollars ($800).

30.12 Law School Student Loan Reimbursement Program

a. Eligibility:

1. Only Employees in the classes listed in Section 30.13, excluding County Counsel (2EA1), District Attorney (2KA1), and Public Defender (25A1), are eligible.

2. Temporary employees are not eligible for payments. Time served as a temporary employee does not count towards eligibility for payments.

b. Qualifying amount and terms: The employee must satisfy all of the following criteria to be eligible for any payments through this Law School Student Loan Reimbursement Program.

1. First Payment: The employee must have been hired into one of the listed classes and have worked in one or more of those classes for at least three (3) consecutive years from date of hire to be eligible for the first payment. After completion of the third consecutive year of employment in one or more of those classes, the employee may receive $2,000 for purposes of reimbursement for law school student loan payments.

2. Second Payment: For an employee who entered County service in one of the listed classes, the employee must work in one or more of those classes during the fourth year of employment from date of hire to be eligible for the second payment. After completion of four (4) years of employment with the County in one or more of those classes, the employee may receive an additional $3,000 for purposes of reimbursement for law school loan payments.

3. Third Payment: For an employee who entered County service in one of the listed classes, the employee must work in one or more of those classes during the fifth year of employment from date of hire to be eligible for the third payment. After completion of five (5) years of employment with the County in one or more of those classes, the employee may receive an additional $4,000 for purposes of reimbursement for law school loan payments.

4. Fourth Payment: For an employee who entered County service in one of the listed classes, the employee must work in one or more of those classes during the sixth year of employment from date of hire to be eligible for the fourth payment. After completion of six (6) years of

employment with the County in one or more of those classes, the employee may receive an additional $6,000 for purposes of reimbursement for law school loan payments.

5. For each requested payment: The employee must submit a request for reimbursement on the County's law school loan reimbursement form and attach documentation that establishes to the satisfaction of the department the existence of an outstanding law school student loan to the employee from an educational entity, government entity, or commercial lending institution. Employees may not request more than one payment per year, and there must be at least twelve (12) full months between each request for payment.

6. This program is not available to employees who paid off their law school student loans prior to July 1, 2015, to those employees who did not incur law school student loans from an educational entity, government entity, or commercial lending institution, or to participating employees once they have paid off their law school student loans.

7. The law school student loan reimbursement payments will not exceed $2,000 for the first payment, $3,000 for the second payment, $4,000 for the third payment, and $6,000 for the fourth payment. No employee may receive more than a total maximum lifetime reimbursement of $15,000.

8. The law school student loan reimbursement payments are subject to applicable state and federal withholding, if any.

9. The terms and conditions of this law school student loan reimbursement program are subject to procedures approved by the County Auditor-Controller's Office.

30.13 Eligible Classes:

This section applies only to the following classifications:

Assistant County Counsel-Exempt (2ED1)
Assistant District Attorney-Exempt (2KD3)
Assistant Public Defender-Exempt (25D2)
Chief Asst. County Counsel-Exempt (2ED2)
Chief Asst. Deputy District Atty-Exempt (2KD2)
Chief Assistant Public Defender-Exempt (25D1)
Chief Trial Deputy Public Defender (25DB)
Civil Litigation Attorney-Advanced (2ETG)

Civil Litigation Attorney-Standard (2ETF)
Civil Litigation Attorney-Basic (2ETE)
County Counsel (2EA1)
Deputy County Counsel-Advanced (2ETK)
Deputy County Counsel-Standard (2ETJ)
Deputy County Counsel-Basic (2ETH)
Deputy County Counsel-Advanced-Exempt (2ET3)
Deputy County Counsel-Standard-Exempt (2ET2)
Deputy County Counsel-Basic-Exempt (2ET1)
District Attorney (2KA1)
Public Defender (25A1)
Senior Deputy District Attorney-Exempt (2KD1)
Senior Financial Counsel-Exempt (2ED3)
Supervising Attorney-Child Support Services (29HA)
Attorney Basic-Child Support Services (29VA)
Attorney Advanced-Child Support Services (29TA)
Attorney Entry-Child Support Services (29WA)

**31. <u>Attorney Management Administrative Leave and Additional Longevity Pay</u>:**

31.10 <u>Attorney Management Administrative Leave</u>:

a. On January 1st of each year, the employees in the classes set forth below who are in paid status, excluding fixed-term employees and contract attorneys, will be credited with ninety-four (94) hours of Management Administrative Leave. Management Administrative Leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.

b. Attorneys appointed between January 1st and June 30th, inclusive, are eligible for ninety-four (94) hours of Management Administrative Leave on the first succeeding January 1st and annually thereafter. Attorneys appointed on or after July 1st are eligible for seventy-one (71) hours of Management Administrative Leave on the first succeeding January 1st and are eligible for ninety-four (94) hours annually thereafter.

c. Permanent part time attorneys are eligible for Management Administrative Leave on a prorated basis, based upon their position hours, beginning on January 1st following their appointment and in the same proportion on each January 1st thereafter. Permanent-intermittent attorneys are not entitled to Management Administrative Leave. Any attorney on a leave of absence will have his/her Management Administrative Leave hours prorated upon his/her return.

d. Unrepresented, management, and exempt attorneys on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the attorney is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Management Administrative Leave.

31.11 Additional Longevity Pay at 20 Years of County Service:

In addition to the Longevity Pay provided in Section 12 of this resolution, employees in the classes set forth below are eligible to receive an additional two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award, beginning on November 1, 2012. For those employees who have twenty years of service on or before November 1, 2012, this longevity differential will be paid prospectively only from November 1, 2012.

31.12 Eligible Classes:

This section applies only to the following classifications:

Assistant County Counsel-Exempt (2ED1)
Assistant District Attorney-Exempt (2KD3)
Assistant Public Defender-Exempt (25D2)
Chief Asst. County Counsel-Exempt (2ED2)
Chief Asst. Deputy District Atty-Exempt (2KD2)
Chief Assistant Public Defender-Exempt (25D1)
Chief Trial Deputy Public Defender (25DB)
Civil Litigation Attorney-Advanced (2ETG)
Civil Litigation Attorney-Standard (2ETF)
Civil Litigation Attorney-Basic (2ETE)
County Counsel (2EA1)
Deputy County Counsel-Advanced (2ETK)
Deputy County Counsel-Standard (2ETJ)
Deputy County Counsel-Basic (2ETH)
Deputy County Counsel-Advanced-Exempt (2ET3)
Deputy County Counsel-Standard-Exempt (2ET2)
Deputy County Counsel-Basic-Exempt (2ET1)
Public Defender (25A1)
Senior Deputy District Attorney-Exempt (2KD1)
Senior Financial Counsel-Exempt (2ED3)

Supervising Attorney-Child Support Services (29HA)
Attorney Basic-Child Support Services (29VA)
Attorney Advanced-Child Support Services (29TA)
Attorney Entry-Child Support Services (29WA)

**32. <u>Assessor Education Differential</u>:** Employees in the management class of Assistant County Assessor-Exempt (DAB1) are entitled to a salary differential of two and one-half percent (2.5%) of base monthly salary for possession of a certification for educational achievement from at least one of the following:

A. American Institute of Real Estate Appraisers Residential Member designation.

B. State Board of Equalization Advanced Appraiser Certification.

C. International Association of Assessing Officers Residential Evaluation Specialist.

D. Society of Auditor-Appraiser Master Auditor-Appraiser designation.

E. Society of Real Estate Appraisers Senior Residential Appraiser designation.

F. Any other certification approved by the County Assessor and the Director of Human Resources.

**33. <u>Certified Elections/Registration Administrator Certification Differential</u>:** Employees in the classification of Clerk-Recorder (ALA1) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possession of a valid Certified Elections/Registration Administrator Certificate issued by The Election Center-Professional Education Program. Verification of eligibility is by the County Administrator or designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which the County Administrator verifies eligibility.

**34. <u>District Attorney Inspectors Longevity Differential</u>:** Incumbents of the classes of District Attorney Chief of Inspectors–Exempt (6KD1), District Attorney Director of Forensic and Technical Services (6KDC), District Attorney Lieutenant of Inspectors (6KNB), and Lieutenant of Inspectors–Welfare Fraud (6KWG) are eligible for a differential of five percent (5%) of base monthly salary when the following conditions are satisfied: The employee has (1) four (4) years of experience as a peace officer with Contra Costa County; (2) fifteen (15) years of P.O.S.T. experience; and (3) has reached the age of thirty-five (35).

**35. <u>District Attorney Inspector P.O.S.T.</u>:** Incumbents of the classes of District Attorney Lieutenant of Inspectors (6KNB), District Attorney Director of Forensic and Technical Services (6KDC), District Attorney Lieutenant of Inspectors–Welfare Fraud (6KWG) and District Attorney Chief of Inspectors–Exempt (6KD1) who possess the

appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one of the following career incentive allowances:

A. A career incentive allowance of two and one-half percent (2.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors-Welfare Fraud for the possession of an Advanced P.O.S.T. certificate. This allowance will be paid to the DA Chief of Inspectors-Exempt for possession of a Management and/or Executive P.O.S.T. Certificate.

B. A career incentive allowance of five percent (5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors–Welfare Fraud for possession of an Advanced P.O.S.T. certificate and an approved Baccalaureate Degree. This allowance will be paid to the DA Chief of Inspectors for possession of a Management and/or Executive P.O.S.T. certificate and possession of an approved Baccalaureate Degree.

C. A career incentive allowance of seven and one-half percent (7.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors–Welfare Fraud for the possession of an Advanced P.O.S.T. certificate and possession of an approved Master's Degree. This allowance will be paid to the DA Chief of Inspectors–Exempt for possession of an approved Management and/or Executive P.O.S.T. certificate and possession of an approved Master's Degree. No continuing education is required in order to be entitled to any of the foregoing allowances.

**36. District Attorney Investigator - Safety Employees Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit:**

36.10 Safety Tier A: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012 or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. This retirement benefit is known as Safety Tier A.

a. Until July 1, 2012, 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 Safety Tier A retirement benefits.

b. Effective on July 1, 2012, each employee in Tier A will pay three percent

(3%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.

c. Effective on June 30, 2016, these payments will cease.

The payments set forth above 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.

36.11 Safety PEPRA Tier: For employees who become safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees hired on or after July 1, 2014, who under PEPRA, become safety New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

36.12 Employees with more than 30 years of Service: Commencing on July 1, 2007, eligible employees in the classifications set forth below and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of Safety Tier A.

36.13 Eligible Classes:

This section applies only to the following classifications:

District Attorney Chief of Inspectors-Exempt (6KD1)
District Attorney Lieutenant of Inspectors (6KNB)
Lieutenant of Inspectors-Welfare Fraud (6KWG)
District Attorney Director of Forensic and Technical Services (6KDC)

**37. Engineer Continuing Education Allowance:** Employees in the classification of Deputy Public Works Director-Exempt (NAD0), County Surveyor (NAF1), and Senior Land Surveyor (NSGA) are eligible to receive a one year Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary if they complete at least (60) hours of approved education or training or at least three (3) semester units of approved college credit or approved combination thereof, subject to the following conditions.

A. The specific education or training must be submitted in writing by the

employee to the Public Works Director or his designee prior to beginning the course work.

B. The education or training must be reviewed and approved in advance by the Public Works Director or his designee as having a relationship to the technical or managerial responsibilities of the employee's current or potential County job classifications.

C. Employees who qualify for this allowance do so for a period of only twelve (12) months, commencing on the first day of the month after proof of completion is received and approved by the Public Works Director or his designee. This allowance automatically terminates at the end of the twelve (12) month period.

**38. <u>Engineer Professional Development Reimbursement</u>:** Engineering Managers (Class Code NAD0) will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of seven hundred dollars ($700) for each two (2) year period beginning on January 1, 2000. Effective July 1, 2007, the allowable reimbursement amount will be increased by one hundred fifty dollars ($150) for a total of eight hundred fifty dollars ($850). Effective on January 1, 2008, Engineering Managers will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of nine hundred dollars ($900) for each two (2) year period.

Allowable expenses include the following activities and materials directly related to the profession in which the individual is engaged as a County employee:

A. Membership dues to professional organizations.

B. Registration fees for attendance at professional meetings, conferences and seminars.

C. Books, journals and periodicals.

D. Tuition and text book reimbursement for accredited college or university classes.

E. Professional license fees required by the employee's classification.

F. Application and examination fees for registration as a professional engineer, architect or engineer-in-training.

G. Certain job-related instruments, job-related computer hardware and software from a standardized County approved list or with Department Head approval, provided each Engineer complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals.

Individual professional development reimbursement requests require the approval of the Department Head. Reimbursement occurs through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

**39. Library Department Holidays:** For all management and unrepresented employees in the County Library Department, the day after Thanksgiving is deleted as a holiday and the day before Christmas is added as a holiday.

**40. Health Services Department On-Call Duty and Call Back Time:**

40.10 Eligible Classes:

Permanent full time and permanent part time employees employed in the Health Services Department (A-18) in the following designated classifications are entitled to On Call Duty and Call Back Time.

Designated Classifications:

Director of HazMat Program-Ex (VLD2)
Deptl Comm & Media Rel Coord (ADSH)
Director of Env Health Svcs-Ex (VLD1)
Asst Dir of Health Svcs (VCB1)
MH Medical Director-Ex (VPD1)
Emergency Medical Svcs Director (VBSC)
Chief Exec Officer CCCHP (VCB3)
Residency Director-Exempt (VPD5)
Chief Operations Officer-Exempt (VWD1)

40.11 On Call Duty: On Call Duty is when an employee is not scheduled to work on County premises but is ready to immediately report to work. The employee must make arrangements so that his/her supervisor can reach him/her within ten (10) minutes' notice or less.

The Department Head approves those employees who will be assigned to On Call Duty.

An employee assigned to On Call Duty is paid one (1) hour of straight time pay for each four (4) hours designated on call. If an employee's On Call Duty hours are not in increments of four (4) hours, the On Call Duty hours will be prorated. For example, if the employee is assigned to On Call Duty for six (6) hours, the employee would receive one hour and one half (1.5) straight time pay for the six (6) hours designated on call (6/4).

If an employee designated to On Call Duty is called back to work, the On Call Duty hours will not be deducted from the time the employee works.

40.12 Call Back Time: Call Back Time is when an employee is called back to work on County premises. An employee called back to work is entitled to receive 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) additional hour. An employee called back to work will be paid a minimum of two (hours) for each Call Back Time.

**41. (Reserved)**

**42. Property Appraisers:**

42.10 Eligible Classes: Property Appraisers are those employees in the classifications of Associate Appraiser (DATA), Assistant Appraiser (DAVA), and Junior Appraiser (DAWA).

42.11 Longevity Pay:

a. Ten Years of Service. Employees who have completed ten (10) years of service for the County are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.

b. Fifteen Years of Service. Employees who have completed fifteen (15) years of service for the County are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen (15) years of service on or before January 1, 2019, this longevity differential will be paid prospectively only from January 1, 2019.

42.12 Standards Division Differential: Associate Appraisers assigned to the Standards Division of the Assessor's Office shall receive a monthly differential in the amount of two and one-half percent (2.5%) of monthly base pay for each month assigned. This differential is in recognition of the additional responsibilities and duties required when assigned to the Standards Division. The Associate Appraiser in the Standards Division who is assigned the responsibility of providing lead direction and training to subordinate Appraisers shall receive a monthly differential in the amount of two and one-half percent (2.5%) of monthly base pay in addition to the differential described above.

42.13 Probation Period: The classification of Junior Appraiser (DAVA) shall have a probation period of one (1) year.

42.14 Educational Incentive: Employees are entitled to a monthly salary differential of two and one-half percent (2.5%) of monthly base pay or a minimum of fifty dollars ($50), whichever is greater, for possession of a certification for educational achievement from at least one of the following:

a. American Institute of Real Estate Appraisers - Residential Member (RM) designation;

b. State Board of Equalization - Advanced Appraiser certification;

c. International Association of Assessing Officers - Residential Evaluation Specialist (RES);

d. Society of Auditor Appraisers - Master Auditor-Appraiser (MAA) designation; and

e. Society of Real Estate Appraisers - Senior Residential Appraiser (SRA) designation.

42.15 4/10 Summer Schedule: The Assessor will consider continuation of the annual 4/10 summer schedule, which begins when the Assessor declares and ends on October 31st of each year.

42.16 Life Insurance: Employees are covered at County expense by term life insurance in the amount of fifty-seven thousand ($57,000) in addition to the insurance provided in Section 2.24.

42.17 Professional Development: Employees are eligible for reimbursement of up to six hundred and twenty-five dollars ($625) for each two year period for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related books, electronic calendars and organizers and computer 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. Authorization for individual professional development reimbursement requests shall be made by the Department Head.

42.18 Deferred Compensation: Effective January 1, 2019, permanent employees are eligible for all of the deferred compensation benefits provided in Section 13.

42.19 Personal Holiday Credit: Employees are eligible to accrue two (2) hours of personal holiday credit each month in addition to those hours provided in Section 1.16(b), for a total of four (4) hours of personal holiday credit monthly.

42.20 Holidays Observed on Regular Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedule:

a. 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 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.

b. Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After 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.

c. 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.

d. Employees who elect to receive flexible compensatory time must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify their departmental payroll staff of any change in the election by May 31 of each year.

e. The above provisions a-d of this Section supersede Section 1.13 “Holidays - Flexible, Alternate, 9/80, and 4/10 Work Schedules.”

42.21 State Disability Insurance (SDI):

a. General Provisions. Contra Costa County participates in the State Disability Insurance (SDI) program, which is administered by the State of California’s Employment Development Department (EDD) and is subject to EDD’s rules and procedures. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. SDI payments are sent directly to the employee by the State of California. Employees in the Property Appraiser classifications identified in Section 42.10 who are eligible for SDI are required to file an SDI claim and to have any SDI payments integrated with the use of their sick leave

accruals as described below. Changes to the SDI program could affect the County's SDI Integration Program.

b. Sick Leave Integration. Employees are required to use their sick leave accruals to the maximum extent possible to supplement the difference between the amount of the SDI payment and the employee's regular monthly salary. Integration of sick leave with SDI payments is automatic and cannot be waived. Integration applies to all SDI payments. When receiving SDI, the employee's Departmental payroll staff will make appropriate integration adjustments, including retroactive adjustments, if necessary. Employees must inform their Department of their application for SDI in a timely manner in order for the Department to make appropriate integration adjustments.

   When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's regular monthly salary, accruals other than sick leave may be used at the employee's option with the Department's approval. Sick leave and other accruals may be integrated only to the extent that the total combined SDI and accrual payments do not exceed the employee's regular monthly salary. When sick leave accruals are exhausted and no other accruals are used, integration with SDI payments terminates.

   When SDI is exhausted, integration terminates. The employee then may continue to use sick leave without integration and/or other accruals.

   Employees whose SDI claims are denied must present a copy of their claim denial to their Department. The Department will then authorize the use of unused sick leave and/or other accruals as appropriate.

c. Method of Integration. For purposes of integration with SDI payments, all full-time employees' schedules will be converted to eight (8) hour/five (5) day weekly work schedules. Employees with a schedule that is less than full-time will have their sick leave integration adjusted accordingly.

**43. <u>Probation – Longevity Differential:</u>**

43.10 <u>Longevity Pay at 20 Years of County Service</u>:

In addition to the Longevity Pay provided in Section 12 of this resolution, employees in the classes set forth below are eligible to receive a one and a half percent (1.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award. For those employees who have twenty years of service on or before July 1, 2016, this additional longevity differential will be paid prospectively only from July 1, 2016.

43.11 Eligible Classes:

This section applies only to the following classifications:

Assistant County Probation Officer- Exempt (7AB1)
Chief Deputy Probation Officer (7ADC)
Institutional Supervisor II (7KGA)
Probation Manager (7AGB)
Probation Director (7BFA)

## 44. Probation - Safety Employees Retirement Tiers:

44.10 Safety Tier A: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012 or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average.

a. Until July 1, 2012, each employee in Tier A will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

b. For the period of July 1, 2012 through and including December 31, 2014, each employee in Tier A will pay four and one half percent (4.5%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

c. For the period of January 1, 2015 through and including June 29, 2015, each employee will pay two and one quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

d. Effective on June 30, 2015, each employee's payment of two and one quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits will cease.

The payments set forth above 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.

44.11 Safety PEPRA Tier: For employees who become Safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or

after January 1, 2013, retirement benefits are governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees who become Safety New Members of CCCERA on and after January 1, 2016, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

44.12 Eligible Classes:

This section applies only to the following classifications:

Assistant County Probation Officer-Exempt (7AB1)
County Probation Officer-Exempt (7AA1)
Chief Deputy Probation Officer (7ADC)
Institutional Supervisor II (7KGA)
Probation Manager (7AGB)
Probation Director (7BFA)

**45. Real Property Agent Advanced Certificate Differential:** Employees in the classifications of Assessor (DAA1), Assistant County Assessor-Exempt (DAB1), and Real Estate Manager-Exempt (DYD1) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possessing and maintaining either a valid Senior Member Certificate issued by the International Executive Committee of the International Right of Way Association (IRWA) or a certification issued by the Building Owners and Managers Institute (BOMI) with a designation as either a Real Property Administrator (RPA) or Facilities Management Administrator (FMA). Verification of eligibility will be by the Department Head or his/her designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which eligibility is verified by the Department Head.

All employees who qualify for the Senior Member certificate must recertify every five (5) years with the International Right of Way Association in order to retain the Senior Member designation and continue to receive the differential. In order to recertify, a Senior Member must accumulate seventy-five (75) hours of approved education which may include successfully completing courses, attending educational seminars or teaching approved courses.

All employees who qualify for the RPA or FMA designation must recertify every three (3) years with BOMI in order to retain the RPA or FMA designation and continue to receive this differential. In order to retain certification, an employee must achieve eighteen (18) points of continuing professional development, which may include successfully completing courses, attending educational seminars, or teaching approved courses related to the industry.

**46. Sheriff Sworn Management P.O.S.T.:**

A. Incumbents of the classes of Sheriff-Coroner (6XA1), Undersheriff–Exempt (6XB4), Assistant Sheriff- Exempt (6XB2) and Commander–Exempt (6XD1) who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one, and only one, of the following career incentive allowances:

1. A career incentive allowance of two and one-half percent (2.5%) of monthly base pay will be awarded for the possession of a Management and/or Executive P.O.S.T. Certificate and possession of an approved Baccalaureate Degree.

2. A career allowance of five percent (5%) of monthly base pay will be awarded for the possession of a Management and/or Executive P.O.S.T. Certificate and possession of an approved Master's Degree.

B. Incumbents in the class of Chief of Police-Contract Agency-Exempt who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one, and only one, of the following career incentive allowances:

1. A career incentive allowance of two and one-half percent (2.5%) of monthly base pay will be awarded for the possession of an Advanced P.O.S.T. Certificate.

2. A career incentive allowance of five percent (5%) will be awarded for the possession of an Advanced P.O.S.T. Certificate and possession of an approved Baccalaureate or Master's Degree.

**47. <u>Sheriff Continuing Education Allowance</u>:** Sheriff's Department employees in the classifications of Sheriff's Fiscal Officer (APSA) and Sheriff's Chief of Management Services (APDC) are eligible to receive a Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary for any fiscal year in which they complete at least sixty (60) hours of education or training or at least three(3) semester units of college credit or a combination thereof, approved by the department, subject to all of the following conditions:

A. An application must be submitted in advance, to the Sheriff's Department prior to the fiscal year in which the education or training will occur.

B. The education or training must be directly related to the technical or Management duties of the employee's job.

C. The course must be reviewed and approved in advance by the Sheriff's Department Standards and Resources Bureau.

D. The employee must show evidence of completion with a passing grade.

**48. <u>Sheriff Emergency Services Standby Differential</u>:** Employees in the classification of Emergency Planning Specialist–Exempt (9GS1) who perform standby duty for the

Office of Emergency Services at least one (1) week per month, are entitled to receive a differential in the amount of two and one-half percent (2.5%) of base monthly salary.

**49. Sheriff Law Enforcement Longevity Differential:**

49.10. 15 Years of Sworn County Service: Incumbents in the classifications of Undersheriff-Exempt (6XB4), Assistant Sheriff- Exempt (6XB2), Commander-Exempt (6XD1), and Chief of Police-Contract Agency-Exempt (6XF1) are eligible for a differential of five percent (5%) of base monthly salary upon completion of fifteen (15) years of County service as a full-time, permanent, sworn law enforcement officer.

49.11. 20 Years of Sworn County Service: Incumbents in the classifications of Undersheriff-Exempt (6XB4), Assistant Sheriff- Exempt (6XB2), Commander-Exempt (6XD1), and Chief of Police-Contract Agency-Exempt (6XF1) are eligible for a differential of two percent (2%) of base monthly salary upon completion of twenty (20) years of County service as a full-time, permanent, sworn law enforcement officer. For employees who completed twenty (20) years of such service on or before September 1, 2013, this longevity differential will be paid prospectively only from September 1, 2013.

**50. Sheriff Uniform Allowance:** The Sheriff-Coroner (6XA1), Undersheriff-Exempt (6XB4), Assistant Sheriff- Exempt (6XB2), Commander-Exempt (6XD1), Chief of Police-Contract Agency-Exempt (6XF1) and non-sworn management employees in the Sheriff-Coroner's Department will be paid a uniform allowance in the amount of eight hundred seventy-two dollars ($872) per year effective July 1, 2007, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. The non-sworn management employees eligible for this uniform allowance are: Sheriff's Fiscal Officer (APSA) and Sheriff's Chief of Management Services (APDC/APD2).

**51. Sheriff - Detention Division Meals:** Employees assigned to the Detention Division will have fifteen dollars ($15.00) per month deducted from their pay checks in exchange for meals provided by the Department. The employee may choose not to eat facility food. In that case, no fees will be deducted.

**52. Sheriff - Safety Employees Retirement Tiers:**

52.10. Safety Tier A: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below, who are employed by the County as of December 31, 2006. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. Safety Tier A is closed to all employees initially hired by Contra Costa County after December 31, 2006.

52.11 Safety Tier C: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below, who are hired by the County

after December 31, 2006 and on or before December 31, 2012, or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed two percent (2%) per year. The final compensation of these employees will be based on a thirty-six (36) consecutive month salary average.

52.12 Safety PEPRA Tier: For employees who become Safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. The cost of living adjustment to the retirement allowances of these employees will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

52.13 Employees with more than 30 years of Service: Commencing January 1, 2007, employees in the classifications set forth below and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of Safety Tier A.

52.14 Retirement Tier Elections: If members of the Deputy Sheriffs' Association have the opportunity to elect different retirement tiers, employees in the classifications set forth below and employed by the County as of December 31, 2012, will be offered the same opportunity to elect the new Safety PEPRA Tier at the same time and on the same terms and conditions as are applicable to members of the Deputy Sheriffs' Association.

52.15 Eligible Classes.

This section applies only to the following classifications:

Sheriff-Coroner (6XA1)
Undersheriff-Exempt (6XB4)
Assistant Sheriff-Exempt (6XB2)
Commander-Exempt (6XD1)
Chief of Police-Contract Agency-Exempt (6XF1)

**53. Safety Employees Retirement Tiers (Miscellaneous Safety Classifications) Benefit**

53.10 Safety Tier A: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012, or who under PEPRA, become reciprocal members of CCCERA as determined by CCCERA. The cost of living

adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average.

a. Until September 1, 2013, each employee in Tier A will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

b. For the period September 1, 2013, through and including December 31, 2014, each employee in Tier A will pay four and one half (4.5%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

c. For the period January 1, 2015, through and including June 30, 2015, each employee in Tier A will pay 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.

d. Effective June 30, 2015, these payments will cease

The payments set forth above 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.

53.11 Safety PEPRA Tier: For employees who become safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees hired by the County on or after January 1, 2014, who under PEPRA, become safety New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

53.12 Eligible Classes.

This section applies only to the following classifications:

Assistant Chief Public Service Officer (64BA)
Director of Hazardous Materials Program-Exempt (VLD2)

**54. Treasurer-Tax Collector Professional Development Differential:** Treasurer-Tax Collector employees in one of the classifications listed below are eligible to receive a monthly differential equivalent to five percent (5%) of base salary for possession of at least one (1) of the following specified professional certifications and for completion of required continuing education requirements associated with the individual certifications. Verification of eligibility for any such differential must be

provided to the Auditor in writing by the Treasurer-Tax Collector or his/her designee. Under this program, no employee may receive more than a single five percent (5%) differential at one time, regardless of the number of certificates held by that employee.

This section applies only to the following classifications:

Treasurer-Tax Collector (S5A1)
Treasurer's Investment Officer-Exempt (S5S3)
Assistant County Treasurer-Exempt (S5B4)
Assistant County Tax Collector (S5DF)
Chief Deputy Treasurer Tax Collector-Exempt (S5B2)

Qualifying Certificates:

Certified Cash Manager (C.C.M.)
Certified Financial Planner (C.F.P.)
Certified Government Planner (C.G.F.P.)
Certified Treasury Manager (C.T.M.)
Chartered Financial Analyst (C.F.A.)

55. **Executive Assistant to the County Administrator Differential:** At the discretion of the County Administrator, an employee in the classification of Executive Assistant II to the County Administrator- Exempt (J3H2) is eligible to receive a monthly differential equivalent to five percent (5%) of base salary while the employee is performing work on special project assignments. Verification of eligibility for any such differential must be provided to the Auditor in writing by the County Administrator or his/her designee.

56. **Countywide Accounting Differential:** Employees in the classifications of Auditor – Controller Division Manager (SADD) and Assistant County Auditor Controller (SAB1) working in the Office of the Auditor-Controller are eligible to receive a monthly differential equivalent to five percent (5%) of base salary in recognition of the increased responsibility involved in ensuring the system-wide fiscal integrity of the County and its dependent special districts.

## V. TEMPORARY AND PER DIEM EMPLOYEES EXCLUDED.

Parts I through IV above do not apply to temporary and per diem employees. Benefits for temporary and per diem employees are only those provided in Appendix I "Benefits for Temporary and Per Diem Employees," attached.

[EXHIBITS AND APPENDIX ATTACHED]

Exhibit A

| Job Code | Classification |
|---|---|
| SADD | AC Division Manager |
| AJGA | Ada Manager |
| AP7A | Administrative Aide-Deep Class |
| AP73 | Administrative Aide-Project |
| APDB | Administrative Svcs Officer |
| XQD2 | Aging/Adult Svcs Director-Ex |
| BKS1 | Animal Clinic Veterinarian-Ex |
| BJD2 | Animal Services Captain-Ex |
| JJNG | Assessor's Clerical Staff Mngr |
| VCS1 | Assist To Hlth Svc Dir - Ex |
| 9MD3 | Assistant Director-Project |
| DATA | Assoc Appraiser |
| BAB1 | Asst Agr Com/Wts/Meas-Exempt |
| DAVA | Asst Appraiser |
| LTB1 | Asst Chief Info Officer - Ex |
| 64BA | Asst Chief Public Svc Officer |
| 7AB1 | Asst Co Prob Off - Exempt |
| ADB4 | Asst County Administrator |
| DAB1 | Asst County Assessor-Exe |
| SAB1 | Asst County Auditor Controlle |
| ALB3 | Asst County Clerk-Recorder -Ex |
| 2ED1 | Asst County Counsel-Exempt |
| 3AB1 | Asst County Librarian-Exempt |
| ALB1 | Asst County Registrar-Exempt |
| S5DF | Asst County Tax Collector |
| S5B4 | Asst County Treasurer-Exempt |
| 5AH5 | Asst Dep Dir, Conserv & Dev-Ex |
| VCB1 | Asst Dir Of Health Svcs |
| AGB1 | Asst Dir Of Human Resources-Ex |
| XAD7 | Asst Dir-Policy & Planning-Ex |
| 2KD3 | Asst District Attorney-Exempt |
| LBD4 | Asst HS IT Dir-App Dev-Ex |
| LBD2 | Asst HS IT Dir-Customer Supp-E |
| LBD7 | Asst HS IT Dir-Info Security-E |
| LBD3 | Asst HS IT Dir-Infrastruct-Ex |
| LBD1 | Asst HS IT Dir-Project Mgmt-Ex |
| 25D2 | Asst Public Defender-Exempt |
| AJDP | Asst Risk Manager |
| 6XB2 | Asst Sheriff-Exempt |
| ADBA | Asst To The County Admin |
| 29TA | Attorney Advance-Chld Sppt Svc |
| 29VA | Attorney Basic-Child Sppt Svcs |
| 29WA | Attorney Entry-Child Sppt Svcs |
| J995 | Bd Of Supvr Asst-Chief Asst |
| J992 | Bd Of Supvr Asst-Gen Office |
| J993 | Bd Of Supvr Asst-Gen Secretary |
| J994 | Bd Of Supvr Asst-Specialist |
| ADT2 | Capital Facilities Analyst-Prj |
| VPD4 | CCHP Medical Director-Exempt |
| VCB2 | CCRMC Chief Exec Ofc - Exempt |
| 5ABD | Chf, Anex And Econ Stm Prog |
| JJDA | Chief Assistant Clerk-BOS |
| 2ED2 | Chief Asst County Counsel |
| SMBA | Chief Asst Director/Dcss |

| Job Code | Classification |
|---|---|
| 2KD2 | Chief Asst District Attorney-E |
| 25D1 | Chief Asst Public Defender |
| 7ADC | Chief Dep Probation Officer |
| AXD1 | Chief Dep Public Admin-Exempt |
| S5B2 | Chief Dep Treasure/Tax Coll-Ex |
| XAB1 | Chief Deputy Director-Exempt |
| NAB1 | Chief Deputy Pw Director-Ex |
| VCB3 | Chief Executive Officer-CCHP-E |
| 6EH1 | Chief Investigator Pd-Exempt |
| S5BC | Chief Investment Officer |
| LWS1 | Chief IT Security Officer-Ex |
| VPS4 | Chief Medical Officer - Exempt |
| VWD2 | Chief Nursing Officer-Exempt |
| APDK | Chief of Administrative Svcs |
| AGD3 | Chief Of Labor Relations - Ex |
| VAD3 | Chief of Plant Operations - Ex |
| BKD1 | Chief of Shelter Medicine-EX |
| VWD1 | Chief Operations Officer-Exemp |
| 6XF1 | Chief Police-Contract Agncy-Ex |
| ADS2 | Chief Public Commun Officer-Ex |
| VAB2 | Chief Quality Officer-Exempt |
| 25DB | Chief Trial Deputy Public Def |
| 9JS2 | Child Nutrt Div Nutri-Project |
| 9JS3 | Child Nutrt Food Oper Supv-Prj |
| 9CDA | Child Spprt Svcs Manager |
| XAD5 | Children And Family Svcs Dir-E |
| 9MH1 | Children Svcs Mgr-Project |
| 2ETG | Civil Litig Atty-Advanced |
| 2ETE | Civil Litig Atty-Basic Lvl |
| 2ETF | Civil Litig Atty-Standard |
| AJD2 | Cnty Cmpln HIPAA Pvcy Ofcr -Ex |
| 6XD1 | Commander-Exempt |
| CCD1 | Community Svcs Director-Exempt |
| CCHA | Community Svcs Personnel Admin |
| 9J71 | Community Svcs Personnel Tech |
| 9MS7 | Comprehensive Svcs Asst Mgr-Pr |
| 9MS3 | Comprehensive Svcs Man -Prj |
| NAF1 | County Surveyor-Exempt |
| CJH3 | Cs Mental Hlth Clin Supv-Proj |
| APDD | DA Chief Of Administrative Svc |
| 6KD1 | DA Chief Of Inspectors-Exempt |
| 6KDC | DA Dir Of Forensic & Tech Svcs |
| 6KNB | DA Lieutenant Of Inspectors |
| JJGE | DA Manager Of Law Offices |
| JJHG | DA Office Manager |
| J3T7 | DA Program Assistant-Exempt |
| 4AD1 | Dep Dir Of Conserv & Dev-Ex |
| APSA | Departmental Fiscal Officer |
| ARVA | Departmental HR Analyst I |
| ARTA | Departmental HR Analyst II |
| APG1 | Dept. Pers. Officer - Exempt |
| ADSH | Deptl Comm & Media Rel Coord |
| JJHD | Deputy Clerk-Board Of Supv |
| ALB2 | Deputy Co Clerk-Recorder-Ex |

Exhibit A

| Job Code | Classification |
|---|---|
| 2ETK | Deputy Co Counsel-Advanced |
| 2ET3 | Deputy Co Counsel-Advanced-Ex |
| 2ETH | Deputy Co Counsel-Basic |
| 2ET1 | Deputy Co Counsel-Basic-Exempt |
| 2ETJ | Deputy Co Counsel-Standard |
| 2ET2 | Deputy Co Counsel-Standard-Ex |
| 3AFE | Deputy Co Librarian |
| 3AFG | Deputy Co Librarian-Supt Svcs |
| 5AB2 | Deputy Dir Com Dev/Curr-Ex |
| 5AH2 | Deputy Dir Com Dev/Trans-Ex |
| LTD1 | Deputy Dir/Info Technology-Exe |
| ADD7 | Deputy Director Of Orj-Project |
| 2KWF | Deputy District Attorney-Ft-Fl |
| VCD2 | Deputy Executive Dir/CCHP-Ex |
| NAD8 | Deputy General Svcs Director/E |
| NAD0 | Deputy Public Works Director-E |
| VRG1 | Dir Mktg/Mem Svcs & Pr-CCHP-Ex |
| VQD4 | Dir Of Mental Health Svcs-Ex |
| VAD1 | Dir Of Patient Fin Svcs-Exempt |
| ADD5 | Dir Office Child Svcs - Ex |
| 9BD1 | Director Of Airports |
| VLD1 | Director Of Env Health Svcs-Ex |
| VLD2 | Director Of Haz Mat Program-Ex |
| 5AB1 | Director Of Redevel-Exempt |
| SMD1 | Director Of Revenue Collection |
| ADSB | Director Office Of Comm/Media |
| 5AH6 | Economic Dev Manager - Exempt |
| XAD9 | EHS Chief Financial Off - Ex |
| XAD2 | EHS Deputy Bureau Director-Ex |
| XAD6 | EHS Director Of Admin-Exempt |
| X762 | EHS Workforce Dev Youth Wkr-Pj |
| VAD2 | Emerg Med Svcs Dir - Exempt |
| 9GS1 | Emergency Planning Spec-Exempt |
| AGVG | Employee Benefits Analyst |
| AGD2 | Employee Benefits Manager |
| AGSC | Employee Benefits Specialist |
| AJHA | Employee Benefits Supervisor |
| AJDB | Equal Employment Oppt Officer |
| J3V2 | Exec Asst I To Co Adminis-Ex |
| J3H2 | Exec Asst II To Co Adminis-Ex |
| J3T6 | Exec Secretary/ Merit Board |
| J3T5 | Exec Secretary-Exempt |
| J3TJ | Executive Secretary-Dcss |
| VPS2 | Exempt Med Stf Podiatrist |
| LBSE | Financial Systems Manager |
| APDE | Fire District Chief/Admin Svcs |
| 6CW1 | Forensic Analyst-Project |
| VASH | Health Equity Program Manager |
| VRGC | Health Plan Dir Comp & Gov Rel |
| VCS3 | Health Plan Services Asst-Ex |
| LBB3 | Health Svcs IT Director-Ex |
| AGD4 | HR Manager - Exempt |
| AGSE | HR Systems Analyst |
| AGTG | HR Systems Specialist |

Exhibit A

| Job Code | Classification |
|---|---|
| AGDG | HRIS Administrator |
| AGVF | Human Resources Consultant |
| AGDF | Human Resources Project Mngr |
| AG7B | Human Resources Technician |
| 7KGA | Inst Supervisor II |
| DAWA | Junior Appraiser |
| ADSI | Labor Relations Analyst I |
| ADSJ | Labor Relations Analyst II |
| AD7C | Labor Relations Assistant |
| ADD6 | Labor Relations Manager-Exempt |
| 5ASF | Land Information Bus Ops Mngr |
| AJHC | Leave And ACA Admin |
| 6KWG | Lieutenant Of Insp-Welf Fraud |
| ADVB | Management Analyst |
| ADD4 | Manager Cap Fac/Debt Mgmt-Ex |
| VCA2 | Medical Director |
| SAHM | Payroll Systems Administrator |
| AGDE | Personnel Services Supervisor |
| AP7B | Personnel Technician |
| ADNC | Principal L/R Analyst |
| ADHB | Principal Management Analyst |
| APDJ | Probation Chief Of Admin Svcs |
| 7BFA | Probation Director |
| 7AGB | Probation Manager |
| STD1 | Procurement Svcs Manager-Ex |
| ADS1 | Public Information Officer |
| APDF | Pw Chief Of Fiscal Services |
| 5AH4 | Redevelopment Proj Manager-Prj |
| APHB | Research and Eval Manager |
| VPD5 | Residency Director-Exempt |
| AJD1 | Risk Manager |
| AJH1 | Risk Mgmt Training Coord-Prj |
| AVS4 | Sbdc Business Consultant-Prj |
| AVD3 | Sbdc Director-Project |
| CCG1 | School Readiness Prog Coor-Prj |
| J3S2 | Secretary To Undersheriff |
| NSGA | Senior Land Surveyor |
| ADTD | Senior Management Analyst |
| APD2 | Sheriff's Chf Of Mgnt Svcs -Ex |
| J3T0 | Sheriff's Executive Asst-Ex |
| ADB5 | Special Asst To The Co Admn-Ex |
| ADDH | Sr Deputy County Admnistrator |
| 2KD1 | Sr Deputy District Attorney-Ex |
| 2ED3 | Sr Financial Counselor-Exempt |
| AGTF | Sr Human Resources Consultant |
| 29HA | Supervising Attorney-Dcss |
| S5S3 | Treasurer's Invest Officer-Ex |
| 6XB4 | Undersheriff-Exempt |
| EBW1 | Voter Edu & Engmt Asst - Prj |
| EBV1 | Voter Edu & Engmt Spec-Prj |
| 9KN3 | Weatherization/Hm Repair Supv |
| XAD4 | Workforce Inv Bd Exc Dir-Ex |
| XAD3 | Workforce Svcs Director-Exempt |

Exhibit B

| Job Code | Classification |
|---|---|
| DATA | Assoc Appraiser |
| DAVA | Asst Appraiser |
| 9JS2 | Child Nutrt Div Nutri-Project |
| 2KWF | Deputy District Attorney-Ft-Fl |
| X762 | EHS Workforce Dev Youth Wkr-Pj |
| VPS2 | Exempt Med Stf Podiatrist |
| 6CW1 | Forensic Analyst-Project |
| DAWA | Junior Appraiser |
| EBW1 | Voter Edu & Engmt Asst - Prj |

Exhibit C

| Job Code | Classification |
|---|---|
| BAA1 | Agricultural Com-Dir Wts/Meas |
| DAA1 | Assessor |
| SAA1 | Auditor-Controller |
| ADA1 | Bd Of Supvr Member |
| ADB1 | Chief Asst County Admin |
| LTA1 | Chief Info Off/Dir Of Info Tec |
| ALA1 | Clerk Recorder |
| ADA2 | County Administrator |
| 2EA1 | County Counsel |
| ADB6 | County Finance Director-Ex |
| 3AAA | County Librarian |
| 7AA1 | County Probation Officer-Ex |
| 96A1 | County Veterans' Svcs Officer |
| 4AA1 | Dir Of Conservation & Devlp-Ex |
| BJA1 | Director Of Animal Serv-Exempt |
| SMA1 | Director Of Child Support Svcs |
| NAA2 | Director Of General Services-E |
| VCA1 | Director Of Health Services |
| AGA2 | Director Of Human Resources-Ex |
| XAA2 | Director-EHSD-Exempt |
| 2KA1 | District Attorney |
| RPA1 | Fire Chief-Contra Costa |
| 25A1 | Public Defender |
| NAA1 | Pw Director |
| 6XA1 | Sheriff-Coroner |
| S5A1 | Treasurer-Tax Collector |

Exhibit D

| Department Head | Job Code | Chief Assistant Department Head | Job Code |
|---|---|---|---|
| Agricultural Commissioner/ Director of Weights and Measures | BAA1 | Assistant Deputy Agricultural Commissioner/Sealer of Weights and Measures-Exempt | BAB1 |
| Assessor | DAA1 | Assistant County Assessor | DAB1 |
| Director of Human Resources | AGA2 | Assistant Director of Human Resources | AGB1 |
| Auditor-Controller | SAA1 | Assistant County Auditor-Controller | SAB1 |
| Board of Supervisors Member | ADA1 | No Chief Assistant | |
| Chief Information Officer/ Director of Information Technology | LTA1 | No Chief Assistant | |
| Clerk Recorder | ALA1 | Assistant County Registrar | ALB1 |
| | | Assistant County Clerk-Recorder | ALB3 |
| | | Deputy County Clerk-Recorder-Exempt | ALB2 |
| County Administrator | ADA2 | Chief Assistant County Administrator | ADB1 |
| | | County Finance Director | ADB6 |
| County Counsel | 2EA1 | Excluded Classification | |
| County Librarian | 3AAA | Deputy County Librarian - Public Services | 3AFE |
| | | Deputy County Librarian - Support Services | 3AFG |
| County Probation Officer | 7AA1 | Asst County Probation Officer | 7AB1 |
| County Veterans' Services Officer | 96A1 | No Chief Assistant | |
| Director-EHSD-Exempt | XAA2 | Aging/Adult Svcs Director | XQD2 |
| | | Children and Family Svcs Director | XAD5 |
| | | Community Svcs Director | CCD1 |
| | | EHS Director of Admin | XAD6 |
| | | Workforce Inv Bd Exec Director | XAD4 |
| Director of Animal Services | BJA1 | Deputy Director of Animal Services | BJD1 |
| Director of Child Support Services | SMA1 | Chief Assistant Director of Child Support Services | SMBA |
| Director of Conservation and Development | 4AA1 | Deputy Director of Community Development/Transportation-Exempt | 5AH2 |
| | | Deputy Director of Conservation and Development | 4AD1 |
| Director of Health Services | VCA1 | No Chief Assistant | |
| District Attorney | 2KA1 | Excluded Classification | |
| Public Defender | 25A1 | Excluded Classification | |
| Public Works Director | NAA1 | Chief Deputy Public Works Director | NAB1 |
| Sheriff-Coroner | 6XA1 | Undersheriff | 6XB4 |
| Treasurer-Tax Collector | S5A1 | Chief Deputy Treasurer-Tax Collector | S5B2 |

Exhibit E

| Job Code | Classification |
|---|---|
| 6XB2 | Asst Sheriff-Exempt |
| 6XF1 | Chief Police-Contract Agncy-Ex |
| 6XD1 | Commander-Exempt |
| 6XA1 | Sheriff-Coroner |
| 6XB4 | Undersheriff-Exempt |

# APPENDIX I

## BENEFITS FOR UNREPRESENTED TEMPORARY AND PER DIEM EMPLOYEES

### 1. Definitions

**1.10** 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.

**1.11** 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.

**1.12** Covered Units: This Appendix I applies to anyone who is a temporary or per diem employee in one of the units listed on Exhibit G.

### 2. Days and Hours of Work

**2.10** Schedule: Temporary and per diem employees are eligible to work a maximum of twenty five (25) hours per week with the exception of the following:

1. Employees assigned to the Attorney classifications listed in Exhibit F.

2. Employees assigned to a classification listed in Exhibit G in unit BD-Management, Classified and Exempt Department Heads.

3. Employees assigned to the classifications of: Deputy Sheriff-Per Diem (6XWC); District Attorney Senior Inspector (6KVA); District Attorney Senior Inspector Welfare Fraud (6KVD); and District Attorney Inspector-Welfare Fraud (6KWF).

4. Employees in the Health Services Department assigned to the classifications of: Nursing Shift Coordinator-Per Diem (VWHD); temporary Exempt Medical Staff Physician (VPW9); Administrative Intern (AP9A), but only if working in the Mental Health Program.

5. Employees in the Public Defender's Office assigned to the classification of Student Intern (998E), but only while such employees are working on death penalty cases.

6. Student Interns (998 A-E) may work up to twenty (20) hours per week, except for summer break. During summer break, Student Interns may work up to forty (40) hours per week for up to twelve (12) weeks. For purposes of this section 2.10, "summer break" means May through September.

7. Retiree temporary employees.

**2.11** Workweek: The workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

**2.12** Time Reporting/Time Stamping: Temporary and per diem employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods.

**3. Salary Administration-Payment**

**3.10** Hourly Rate: The hourly rate paid to temporary and per diem employees will be the "1.00 hourly rate" calculated on the salary schedule by dividing the unrounded monthly salary at any step by 173.33.

**3.11** New Employee Step: Except as otherwise permitted in deep class resolutions, temporary and per diem employees will generally be appointed at the minimum step of the salary range established for the particular class to which the appointment is made. However, the Human Resources Director may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

**3.12** Payment: Temporary and per diem employees are paid on the 10th of each month for the previous month (16th to end of the month) and on the 25th of each month for the 1st to the 15th of the current month. Temporary and per diem employees require "Positive" reporting of all hours to be paid.

**3.13** 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 will be corrected prospectively as soon as possible as to current pay rate.

No recovery of either overpayments or underpayments to an employee will be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision will 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.

The County will notify an employee of an overpayment and repayment schedule.

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 (3) times the length of time the overpayment occurred.

**3.14** Overtime Pay: Temporary and per diem employees will be paid overtime pay in accordance with the Fair Labor Standards Act method for computing overtime for any authorized work performed in excess of forty (40) forty hours per week. Work performed does not include non–worked hours.

## 4. Salary Increments within Range

**4.10** Increment Eligibility and Salary Review: All temporary and per diem employees will accumulate a record of straight time hours worked for the purpose of a salary review to determine whether the employee will be advanced to the next higher salary step in the salary range for the classification. Advancement to a higher step will be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend either granting or denying the salary increment for the increment.

Temporary and per diem employees hired at Step 1 of the salary range for their classification will be eligible for a salary review as described above after completion of 1040 straight time hours worked. Employees will be eligible for additional salary review after accumulation of an additional 2080 straight time hours.

No provision of this section will be construed to make the granting of salary increments mandatory on the County.

**4.11** Frequency of Increments: Increments within range will not be granted more frequently than once per every 2080 straight time hours worked by a temporary or a per diem employee.

**4.12** Effective Date: Step increases resulting from an approved salary review will be effective the first of the month following completion of 2080 straight time hours worked and return of the salary review report to the Human Resources Department.

## 5. Special Pays and Benefits

Temporary and per diem employees, other than physicians, may be eligible for certain special types of pays and benefits, in addition to wages, under specifically defined circumstances. Those special pays and benefits that are applicable to certain temporary and per diem employees are specified under this Section 5 "Special Pay and Benefits." If a special pay or benefit is not listed in this Appendix then that special pay or benefit does not apply to temporary or per diem employees.

**5.10** Overtime Pay Nursing Shift Coordinator- Per Diem (VWHD): Per Diem employees in the classification of Nursing Shift Coordinator- Per Diem (VWHD) who work on a holiday are entitled to receive overtime pay at the rate of one and one-half (1.5) times his/her hourly rate for all hours worked on the holiday, up to a maximum of eight (8) hours.

**5.11** Shift Differential: Temporary employees in the classification of Student Worker (999E) and per diem employees in the classification of Nursing Shift Coordinator- Per Diem (VWHD) will receive a shift differential of five percent (5%) of base rate of pay when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.

In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00a.m. or between 11:00a.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.

**5.12** Evening Shift Differential: Temporary employees in the classification of Family Nurse Practitioner (VWSB) and a per diem employees in the classification of Nursing Shift Coordinator- Per Diem (VWHD) will receive a shift differential of twelve (12%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 5:00 p.m. and 11:00 p.m. In order to receive the shift differential the employee must start work between 11:00 a.m. and 12:00 midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's shift designation will count towards qualifying for the shift differential but the employee will not be paid the shift differential on any hours worked in excess of the employee's shift designation.

**5.13** Night Shift Differential: Temporary employees in the classification of Family Nurse Practitioner (VWSB) and a per diem employee in the classification of Nursing Shift Coordinator- Per Diem (VWHD) will receive a shift differential of fifteen percent (15%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 11:00 p.m. and 9:00 a.m. In order to receive the shift differential the employee must start work between the hours of 7:00 p.m. and 12:00 midnight or 12:00 midnight and 8:00 a.m. on the day the shift is scheduled to begin. Hours worked in excess of the employee's shift designation will count towards qualifying for the shift differential but the employee will not be paid the shift differential on any hours worked in excess of the employee's shift designation.

**5.14** Weekend Shift Differentials: Temporary employees in the classifications Library Student Assistant-Exempt (3KW2) and Library Aide-Exempt (3KW4) may 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 will not apply to an overtime hours worked on Saturday.

Temporary employees in the classifications Library Student Assistant-Exempt (3KW2) and Library Aide-Exempt (3KW4) may receive a shift differential of seven and one-half percent (7.5%) of the employee's based rate of pay for all hours worked on a Sunday. Said seven and one-half percent (7.5%) differential will not apply to overtime hours worked on Sundays.

**5.15** Hospital and Clinics Division Weekend Shift Differential: Temporary employees in the classification of Family Nurse Practitioner (VWSB) who work in the Hospital and Clinic divisions will be paid an additional ten dollar ($10.00) per hour if assigned a shift within the following timeframe, FRI 11PM TO SUN 11PM.

**5.16** Morning Watch Shift Differential: Temporary employees in the classification of Dispatcher I (64WK) and Dispatcher II (64WM) may receive Morning Watch Shift Differential of three percent (3%) of base rate of pay for the employee's entire scheduled shift when the employee works four (4) or more hours between the hours of 0000 and 0800.

The Morning Watch is defined as time worked between the hours of 0000 hours and 0800 hours.

**5.17** Evening Watch Shift Differential: Temporary employees in the classification of Dispatcher I (64WK) and Dispatcher II (64WM) may receive an Evening Watch Shift Differential of five percent (5%) of base rate of pay for the employee's entire scheduled shift when the employee works four (4) or more hours between 1600 and 0000 hours.

The Evening Watch is defined as time worked between 1600 hours and 0000 hours.

Hours worked in excess of the employee's scheduled workday will count toward qualifying for the Morning Watch Shift Differential and Evening Watch Shift Differential, but the employee will not be paid the differential on any excess hours worked.

**5.18** Code Gray/STAT Team Differential: Per Diem employees in the classification of Nursing Shift Coordinator- Per Diem (VWHD) who are assigned by hospital administration to respond to emergency Code Gray calls as a member of the STAT Team are entitled to a differential of ten percent (10%) of the employee's base rate of pay (not including differentials).

**5.19** School Security Detail: Temporary employees in the classification of Deputy Sheriff Reserve (6XW3) who are assigned to events held within the San Ramon Valley School district will receive $20.00 per hour.

**5.20** County Fair Assignment: Temporary employees in the classification of Deputy Sheriff Reserve (6XW3) who are assigned to the annual Contra Costa County Fair will receive $25.00 per hour.

**6. Special Pays for Temporary Physicians**

**6.10** Emergency Room Pay: A temporary physician working in the Emergency Room will be paid the following differentials in addition to his/her regular pay.

Monday – Thursday 7:00 am-11:00 pm $14 per hour

Friday 7:00 am-7:00 pm $14 per hour

Monday – Thursday 11:00 pm – 7:00 am $42 per hour

Friday, Saturday, Sunday 7:00 pm – 7:00 am $56 per hour

Saturday, Sunday 7:00 am – 7:00 pm $28 per hour

Holidays worked in the Emergency Room will be paid an additional $28 per hour between 7:00 am and 7:00 pm. Holidays worked in the Emergency Room will be paid an additional $56 per hour between 7:00 pm and 7:00 am.

**6.11** Weekend Rounds Differential: A temporary physician is eligible for this differential when the temporary physician works unscheduled rounds at the hospital between the hours of 11:00 pm on Friday and 11:00 pm on Sunday.

This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus $42 per hour, with a minimum pay of three (3) hours. However, only a single three (3) hour minimum will be allowed for each 24 hour period.

**6.12 (Reserved)**

**6.13** Holiday Rounds Differential: A temporary physician is eligible for this differential when the physician works unscheduled rounds at the hospital on a holiday observed by the County.

This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus $42 per hour, with a minimum pay of three (3) hours. However, only a single three (3) hour minimum will be allowed for each 24 hour period.

**6.14** Physician On-Call OBGYN In-House Differential: A temporary physician assigned to the In-House OB GYN is eligible to receive the Physician On-Call OBGYN In-House Differential under any one of the following conditions:

a. Between 5:00 pm and 6:30 am Monday through Friday;
b. Between 5:00 pm on Friday and 6:30 am on Monday; or
c. On a holiday observed by the County.

This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus $10 per hour.

**6.15** Physician Fall Back Differential: A temporary physician is eligible for this differential when the physician works an extended-hours clinic in the Patients Choice Program.

This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus $42 per hour.

**6.16** Call Back Differential: A temporary physician is eligible for this differential when the physician is called back to work and the physician returns to work.

This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus $42 per hour, with a minimum of three (3) hours of pay for each call back.

**6.17** On Call at 1.0 (1:4) Differential: A temporary physician is eligible for this differential when the physician is assigned additional On-Call obligations for Anesthesia, Orthopedics, Surgery, Medicine, Pediatrics, OB Joint Venture Health Plan or Advice first call, and other comparable on-call duties as assigned by the appointing authority or his/her designee. This differential pay ends in the event that the physician is called back and the physician returns to the hospital.

This differential is paid at the rate of 1.0 times his/her base hourly rate of pay (not including differential) for each four (4) hours On-Call.

**6.18** On Call at 1.0 (1:8) Differential: A temporary physician is eligible for this differential when the physician is assigned additional On-Call obligations for Pathology, GI, Ophthalmology, Health Officer, Plastic Surgery, Hand Surgery, Detention Medical, Psychiatry, Health Plan or Advice Backup, and other comparable on-call duties as assigned by the appointing authority or his/her designee. This differential pay ends in the event that the physician is called back and the physician returns to the hospital.

This differential is paid at the rate of 1.0 times his/her base hourly rate of pay (not including differentials) for each eight (8) hours On-Call.

**6.19** Physician Evening Clinic: A physician is eligible for an additional $15 per hour for working an evening clinic between the hours of 5:00 pm and 11:00 pm.

**6.20** Physician Weekend Clinic: A physician is eligible for an additional $15 per hour for working a weekend clinic between Friday 11:00 pm and Sunday 11:00 pm.

## 7. Sick Leave

Refer to Administrative Bulletin 413 “Twenty-four Hour Sick Leave Benefit”

## 8. Workers’ Compensation

Workers’ Compensation benefits will be provided pursuant to State Law.

## 9. 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.

Exhibit F

| Job Code | Classification |
|---|---|
| 2ED1 | Asst County Counsel-Exempt |
| 2KD3 | Asst District Attorney-Exempt |
| 25D2 | Asst Public Defender-Exempt |
| 29TA | Attorney Advance-Chld Sppt Svc |
| 29VA | Attorney Basic-Child Sppt Svcs |
| 29WA | Attorney Entry-Child Sppt Svcs |
| 2ED2 | Chief Asst County Counsel |
| 2KD2 | Chief Asst District Attorney-E |
| 25D1 | Chief Asst Public Defender |
| 25DB | Chief Trial Deputy Public Def |
| 2ETG | Civil Litig Atty-Advanced |
| 2ETE | Civil Litig Atty-Basic Lvl |
| 2ETF | Civil Litig Atty-Standard |
| 2ETK | Deputy Co Counsel-Advanced |
| 2ET3 | Deputy Co Counsel-Advanced-Ex |
| 2ETH | Deputy Co Counsel-Basic |
| 2ET1 | Deputy Co Counsel-Basic-Exempt |
| 2ETJ | Deputy Co Counsel-Standard |
| 2ET2 | Deputy Co Counsel-Standard-Ex |
| 2KTG | Deputy District Attorney-Adv |
| 2KTF | Deputy District Attorney-Basic |
| 2KD1 | Sr Deputy District Attorney-Ex |
| 2ED3 | Sr Financial Counselor-Exempt |
| 29HA | Supervising Attorney-Dcss |

Exhibit G

| Barg Unit | Classification |
|---|---|
| CC | CS Child Devlpmt Mgmt-Project |
| CH | CS Head Start Mgmt-Project |
| CL | CS Living Free Mgmt-Project |
| XJ | D.A. Investigators Unit |
| VA | DSA Non-Sworn Mgmt Unit |
| VN | Deputy Sheriff's Unit-NonSworn |
| VH | Deputy Sheriff's Unit-Sworn |
| MA | District Attorneys' Unit |
| QC | Fam/Chld Svs Site Supv Unit |
| 4N | Fire Supression & Prevn Unit |
| C8 | Management Project-Other |
| BT | Merit System Fixed Term Mgmt |
| B8 | Mgmt Classes-Classified & Exem |
| BD | Mgmt Classified & Ex Dept Head |
| 1X | Phys & Dnts & Optometrist Unit |
| 1P | Physicians and Dentists Unit |
| 51 | Professional Engineers Unit |
| LT | Public Health Nurse Unit |
| L3 | Registered Nurses Unit |
| B1 | Safety Unrep District Attorney |
| B3 | Safety Unrep Misc Classes |
| B2 | Safety Unrep Probation Classes |
| 2I | Service Line Supervisors Unit |
| BS | Sheriff's Sworn Executive Mgmt |
| V# | Sheriff's Sworn Mgmt Unit |
| FS | Unrep Cl & Ex Student Workers |
| FK | Unrep Cl & Ex-Com Svcs Other |
| FT | Unrep Cl & Ex-Fixed Term |
| FW | Unrep Cl & Ex-Sworn Peace Offc |
| F8 | Unrep Classified & Exempt-Othr |
| FH | Unrep Hd Start Classified & Ex |
| F2 | Unrep Property Appraisers |
| DC | Unrepresented Child Dev-Proj |
| DH | Unrepresented Head Start-Proj |
| DL | Unrepresented Living Free-Proj |
| DP | Unrepresented PIC Special-Proj |
| D8 | Unrepresented Proj Class-Other |

Contra Costa County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 11, 2018

Subject: Contingency fund increase and Notice of Completion of Construction Contract for the Balfour Road Shoulder Widening Project, Brentwood area.

**RECOMMENDATION(S):**

APPROVE the contingency fund increase of $400,000.00 for a new contingency fund total of $1,740,432.20 and a new payment limit of $5,994,754.20, and

ADOPT Resolution No. 2018/580 accepting as complete the contracted work performed by Granite Rock Company, for the Balfour Road Shoulder Widening Project, as recommended by the Public Works Director, Brentwood area. County Project No. 0662-6R4002 (District III)

**FISCAL IMPACT:**

Project was funded by 100% Discovery Bay West Mitigation Fees.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Kevin Emigh
925.313.2233

**cc:**

BACKGROUND:

The contingency fund increase is necessary to compensate the contractor for required extra work relating to the Balfour Road Shoulder Widening Project.

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of November 14, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

Resolution No. 2018/580

| | |
|---|---|
| Recorded at the request of: | Clerk of the Board |
| Return To: | Public Works Dept., Design/Construction Division |

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

Resolution No. 2018/580

In the Matter of Accepting and Giving Notice of Completion of Contract for the Balfour Road Shoulder Widening Project, Brentwood area. County Project No. 0662-6R4002 (District III)

WHEREAS the Board of Supervisors RESOLVES that on May 2, 2017, the County contracted with Granite Rock Company for the work generally consisting of pavement widening and installing shoulder backing, including utility relocations, drainage systems, driveway conforms, relocating mailboxes, signing, thermoplastic striping and pavement markings in the Brentwood area, with Western Surety Company as surety, for work performed on the grounds of the County; and
The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of November 14, 2018.

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

I hereby certify that this 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: Kevin Emigh 925.313.2233

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:**

Contra Costa County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 11, 2018

Subject: Approve Encroachment Permit for the Jersey Island Road Bridge Repair Project, Oakley area.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an encroachment permit from City of Oakley in connection with the Jersey Island Road Bridge Repair Project, Oakley area. County Project No. 0662-6U4134 (District III)

**FISCAL IMPACT:**

The project is funded 100% by Local Road Funds.

**BACKGROUND:**

The Contra Costa County Public Works Department (County) was notified by Caltrans Office of Structure Maintenance and Investigations on November 8, 2018, that the Jersey Island Road Bridge requires an immediate northbound lane closure and load restriction posting due to Caltrans' recent findings of multiple deteriorated bridge piles, until such a time when the bridge substructure repairs could be completed. As a result, County must install temporary traffic signals and lane closure warning devices on both ends of the bridge, including the south approach where City of Oakley has the jurisdiction. County is required to obtain an encroachment permit from the City of Oakley in order to implement the required traffic lane closure plan.

Under the permit, the County must indemnify and hold harmless the City of Oakley and its employees (Indemnitees)

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Kevin Emigh, 925-313-2233

By: , Deputy

**cc:**

BACKGROUND: (CONT'D)

from and against any and all claims that arise from the work covered by the permit, unless the claim arises from the sole negligence or willful misconduct from the Indemnitees.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not be able to implement the required bridge lane closure traffic control plan as needed for public safety.

Contra Costa County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 11, 2018

Subject: Accepting completion of warranty period for the Road Improvement Agreement for road acceptance RA06-01210, San Ramon (Dougherty Valley) area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/594 accepting completion of the warranty period for the Road Improvement Agreement and release of cash deposit for faithful performance for road acceptance RA06-01210 (cross-reference subdivision SD04-08856), for a project developed by 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 public road improvements have met the guaranteed performance standards for the warranty period following completion and acceptance of the improvements.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Randolf Sanders (925) 313-2111

By: , Deputy

**cc:** Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Trixie Gothro - Design & Construction, Alex Lopez - Engineering Services, Ruben Hernandez - DCD, Chris Low - City of San Ramon, Shapell Homes, a Division of Shapell Industries, Inc., Western Surety Company

CONSEQUENCE OF NEGATIVE ACTION:

The developer will not receive a refund of the cash deposit, the Road Improvement Agreement and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

ATTACHMENTS

Resolution No. 2018/594

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/594

IN THE MATTER OF**:** Accepting completion of the warranty period for the Road Improvement Agreement, and release of cash deposit for faithful performance, for road acceptance RA06-01210 (cross-reference subdivision SD04-08856), for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS, on June 28, 2018, this Board resolved that the improvements in road acceptance RA06-01210 were completed as provided in the Road Improvement Agreement with 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 $127,000.00 cash deposit (Auditor's Deposit Permit No. DP689558, dated July 16, 2015 and Auditor's Deposit Permit No. DP715383, dated July 18,2016) plus interest to Shapell Industries, Inc., a Delaware Corporation in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the Road Improvement Agreement.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Road Improvement Agreement and surety bond, Bond No. 58735832, dated July 14, 2016, issued by Western Surety 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.

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Randolf Sanders (925) 313-2111

**cc:** Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Trixie Gothro - Design & Construction, Alex Lopez - Engineering Services, Ruben Hernandez - DCD, Chris Low - City of San Ramon, Shapell Homes, a Division of Shapell Industries, Inc., Western Surety Company

Contra Costa County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 11, 2018

Subject: Accepting completion of warranty period for the Road Improvement Agreement for road acceptance RA12-01249, San Ramon (Dougherty Valley) area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/595 accepting completion of the warranty period for the Road Improvement Agreement and release of cash deposit for faithful performance for road acceptance RA12-01249 (cross-reference subdivision SD04-08856), for a project developed by 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 public road improvements have met the guaranteed performance standards for the warranty period following completion and acceptance of the improvements.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Randolf Sanders (925) 313-2111

By: , Deputy

**cc:** Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Alex Lopez - Engineering Services, Trixie Gothro - Design & Construction, Ruben Hernandez - DCD, Chris Low - City of San Ramon, Shapell Homes, a Division of Shapell Industries, Inc., Western Surety Company

BACKGROUND: (CONT'D)

CONSEQUENCE OF NEGATIVE ACTION:

The developer will not receive a refund of the cash deposit, the Road Improvement Agreement and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

ATTACHMENTS

Resolution No. 2018/595

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/595

IN THE MATTER OF: Accepting completion of the warranty period for the Road Improvement Agreement, and release of cash deposit for faithful performance, for road acceptance RA12-01249 (cross-reference subdivision SD04-08856), for a project developed by Shapell Industries, Inc., a Delaware Corporation as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS, on August 2, 2016, this Board resolved that the improvements in road acceptance RA12-01249 were completed as provided in the Road Improvement Agreement with 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 $25,000.00 cash deposit (Auditor's Deposit Permit No. DP660482, dated June 5, 2014) plus interest to Shapell Industries, Inc., a Delaware Corporation in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the Road Improvement Agreement.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Road Improvement Agreement and surety bond, Bond No. 58735833, dated July 14, 2016, issued by Western Surety 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.

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Randolf Sanders (925) 313-2111

**cc:** Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Alex Lopez - Engineering Services, Trixie Gothro - Design & Construction, Ruben Hernandez - DCD, Chris Low - City of San Ramon, Shapell Homes, a Division of Shapell Industries, Inc., Western Surety Company

Contra Costa County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 11, 2018

Subject: Accepting completion of private improvements for subdivision SD07-09174, Lafayette area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/596 accepting completion of private improvements for subdivision SD07-09174 for a project being developed by Arbor View Estates, LLC, as recommended by the Public Works Director, Lafayette area. (District V)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

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

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Randolf Sanders (925) 313-2111

By: , Deputy

**cc:** Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Alex Lopez - Engineering Services, Trixie Gothro - Design & Construction, Chris Hallford -Mapping , Mike Mann- Finance, Arbor View Estates, LLC, Developers Surety and Indemnity Company

CONSEQUENCE OF NEGATIVE ACTION:
The completion of private improvements will not be accepted.

ATTACHMENTS
Resolution No. 2018/596

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/596

IN THE MATTER OF: Accepting completion of private improvements for subdivision SD07-09174, for a project being developed by Arbor View Estates, LLC, as recommended by the Public Works Director, Lafayette area.

WHEREAS, the Public Works Director has notified this Board that the improvements in subdivision SD07-09174 have been completed as provided in the Subdivision Agreement with Arbor View Estates, LLC, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS, these improvements are approximately located near Reliez Valley Road and Arbor View Lane.

NOW, THEREFORE, BE IT RESOLVED that the private improvements have been COMPLETED as of December 11, 2018, thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: September 12, 2017

NAME OF SURETY: Developers Surety & Indemnity Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for $412,000.00, Bond No. 869707 issued by the above surety be RETAINED for the six month lien guarantee period until June 11, 2019, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that Arbor View Lane for the hereinafter described private roads, as shown and dedicated for private use on the Final Map of Subdivision SD07-09174 filed April 18,2014 in Book 520 of final maps at Page 1, Official Records of Contra Costa County, State of California, have been COMPLETED and are NOT ACCEPTED.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Public Works Director is AUTHORIZED to refund the $8,000.00 cash security for performance (Auditor's Deposit Permit No.644882, dated November 7, 2013) plus interest in accordance with Government Code Section 53079, if appropriate, to Arbor View Estates, LLC, pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No. 869707, dated October 29, 2013 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: Randolf Sanders (925) 313-2111

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:** Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Alex Lopez - Engineering Services, Trixie Gothro - Design & Construction, Chris Hallford -Mapping , Mike Mann- Finance, Arbor View Estates, LLC, Developers Surety and Indemnity Company

Contra Costa County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 11, 2018

Subject: Accepting completion of private improvements for subdivision SD16-09326, San Ramon (Dougherty Valey) area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/598 accepting completion of private improvements for subdivision SD16-09326 for a project being developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

**FISCAL IMPACT:**

100% Developer Fees. The funds to be released are developers fee that has been held in deposit.

**BACKGROUND:**

The developer has completed the improvements in accordance with the Title

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Randolf Sanders (925) 313-2111

By: , Deputy

**cc:** Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Alex Lopez - Engineering Services, Trixie Gothro - Design & Construction, Chris Hallford -Mapping , Mike Mann- Finance, Shapell Homes, a Division of Shapell Industries, Inc., Western Surety Company

BACKGROUND: (CONT'D)
9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:
The completion of improvements will not be accepted.

ATTACHMENTS
Resolution No. 2018/598

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/598

IN THE MATTER OF: Accepting completion of improvements for subdivision SD16-09326, for a project being developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area.

WHEREAS, the Public Works Director has notified this Board that the improvements in subdivision SD16-09326 have been completed as provided in the Subdivision Agreement with Shapell Industries, Inc., a Delaware Corporation, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS, these improvements are approximately located near Main Branch Road and South Monarch Road.

NOW, THEREFORE, BE IT RESOLVED that the improvements have been COMPLETED as of December 11, 2018, thereby establishing the six-month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: December 20, 2016

NAME OF SURETY: Western Surety Company

BE IT FURTHER RESOLVED that there is no warranty period required, and the Public Works Director is AUTHORIZED to refund the $4,000 cash security for performance (Auditor's Deposit Permit No. DP725407, dated December 6, 2016) plus interest in accordance with Government Code Section 53079, if appropriate, to Shapell Industries, Inc., a Delaware Corporation, pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No. 58741056, dated November 14, 2016 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: Randolf Sanders (925) 313-2111

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:** Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Alex Lopez - Engineering Services, Trixie Gothro - Design & Construction, Chris Hallford -Mapping , Mike Mann- Finance, Shapell Homes, a Division of Shapell Industries, Inc., Western Surety Company

Contra Costa County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 11, 2018

Subject: Accepting completion of public improvements for minor subdivision MS14-00006, Walnut Creek area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/599 accepting completion of improvements for minor subdivision MS14-00006 for a project developed by MMA Homes 2013 LLC, as recommended by the Public Works Director, Walnut Creek area. (District IV)

**FISCAL IMPACT:**

100% Developer Fees. The funds to be released are developers fee that has been held in deposit.

**BACKGROUND:**

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

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Randolf Sanders (925) 313-2111

By: , Deputy

**cc:** Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Alex Lopez - Engineering Services, Trixie Gothro - Design & Construction, Chris Hallford -Mapping , Mike Mann- Finance, Chis Lau - Maintenance, Cece Sellgren - Watershed Program, MMA Homes 2013 LLC, Developers Surety and Indemnity Company, T - 10/11/2019

CONSEQUENCE OF NEGATIVE ACTION:

The completion of improvements will not be accepted.

ATTACHMENTS

Resolution No. 2018/599

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/599

IN THE MATTER OF: Accepting completion of improvements for minor subdivision MS14-00006 for a project developed by MMA Homes 2013 LLC, as recommended by the Public Works Director, Walnut Creek area.( District IV)

WHEREAS, the Public Works Director has notified this Board that the improvements in minor subdivision MS14-00006 have been completed as provided in the Subdivision Agreement with MMA Homes 2013 LLC, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS, these improvements are approximately located near Mountain View Boulevard and Palmer Road.

NOW, THEREFORE, BE IT RESOLVED that the improvements have been COMPLETED as of December 11, 2018, thereby establishing the six-month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: December 20, 2016

NAME OF SURETY: Developers Surety and Indemnity Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for $62,500.00 Bond No. 651222S issued by the above surety be RETAINED for the six month lien guarantee period until June 11, 2019, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Public Works Director is AUTHORIZED to refund the $1,250.00 cash security for performance (Auditor's Deposit Permit No. 711742, dated May 25, 2016) plus interest in accordance with Government Code Section 53079, if appropriate, to MMA Homes 2013 LLC, pursuant to the requirement of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No. 651222S, dated May 3, 2016 are EXONERATED.

Contact: Randolf Sanders (925) 313-2111

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

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:** Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Alex Lopez - Engineering Services, Trixie Gothro - Design & Construction, Chris Hallford -Mapping , Mike Mann- Finance, Chis Lau - Maintenance, Cece Sellgren - Watershed Program, MMA Homes 2013 LLC, Developers Surety and Indemnity Company, T - 10/11/2019

Contra Costa County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 11, 2018

Subject: Accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) for subdivision SD08-09036, Danville area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/600 accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance for subdivision SD SD08-09036 for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, Danville 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.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Randolf Sanders (925) 313-2111

By: , Deputy

**cc:** Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Alex Lopez - Engineering Services, Trixie Gothro - Design & Construction, Chris Hallford -Mapping , Ruben Hernandez - DCD, Chris Low - City of San Ramon, Shapell Homes, a Division of Shapell Industries, Inc., Western Surety 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. 2018/600

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/600

IN THE MATTER OF: Accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD08-09036, for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, Danville area. (District II)

WHEREAS, on August 15, 2017, this Board resolved that the landscape improvements in subdivision SD08-09036 were completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with 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 $3,000.00 cash deposit (Auditor's Deposit Permit No. 646810, dated December 5, 2013) plus interest to Shapell Industries, Inc., a Delaware Corporation, in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the subdivision agreement.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No. 30016685 dated August 15, 2017, issued by Western Surety 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: Randolf Sanders (925) 313-2111

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:** Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Alex Lopez - Engineering Services, Trixie Gothro - Design & Construction, Chris Hallford -Mapping , Ruben Hernandez - DCD, Chris Low - City of San Ramon, Shapell Homes, a Division of Shapell Industries, Inc., Western Surety Company

Contra Costa County

To: Contra Costa County Flood Control District Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 11, 2018

Subject: Flood Control Capital Improvement Plan for Fiscal Years 2017/18 to 2023/24, Countywide.

**RECOMMENDATION(S):**

As the governing board of the Contra Costa County Flood Control and Water Conservation District, ADOPT the Flood Control Capital Improvement Plan (Plan) for fiscal years 2017/18 to 2023/24, as recommended by the Transportation, Water and Infrastructure Committee (TWIC), Countywide.

**FISCAL IMPACT:**

The Plan is a multi-year programmatic, planning-level document that outlines capital expenditures for the Contra Costa County Flood Control and Water Conservation District (Flood Control District). All expenditures identified in the Plan are planned to be funded through various flood control funds and other local, State, or federal grants with no impact to other County funds.

**BACKGROUND:**

The Plan is a programming document for the funding of capital projects within the Flood Control District that covers seven fiscal years. The Plan is prepared under the guidance of the Flood Control District Expenditure Policy and is intended to inform the public and community stakeholders about flood control projects and provide direction to staff for project planning and staffing.

The Plan is intended

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Gus Amirzehni, (925) 313-2128

**cc:** Mike Carlson, Deputy Chief Engineer, Tim Jensen, Flood Control, Paul Detjens, Flood Control, Gus Amirzehni, Flood Control, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

to be a living document updated every two years or as needed. As more information is gathered about each project, the Flood Control District may determine that some projects will need further revisions in scope, cost, and/or schedule. In such cases, the Flood Control District will revise subsequent plans to reflect those changes.

On September 10, 2018, the Plan was first presented as a draft document to the TWIC in order to open a public review period and schedule a public meeting to receive and consider public comments. A public meeting was held at the November 8, 2018, TWIC meeting, and staff presented public comments that were received and incorporated during the public review period. The TWIC accepted the Plan as presented and recommended the Board of Supervisors adopt the Plan. The Board of Supervisors referred the approved action items to the TWIC on September 18, 2018.

Adoption of the Plan by the Board of Supervisors does not automatically approve capital projects listed in the Plan. Capital projects are subject to separate public review, engineering feasibility analysis, environmental assessment, and final approval by the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

Without this approval, the Flood Control District cannot adopt its Capital Improvement Plan in compliance with the 2005 Flood Control District Expenditure Policy.

ATTACHMENTS

CIP 2018

Contra Costa County
Flood Control
& Water Conservation District

# Flood Control Capital Improvement Plan
# 2018 Update
## Fiscal Year 2017/2018 – 2023/2024

**CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

**November 2018**

## TABLE OF CONTENTS


A. INTRODUCTION AND OVERVIEW ..... 1

B. FUNDING CHALLENGES AND PRIORITIES ..... 2

C. REVENUE SOURCES ..... 2

D. 2018 FLOOD CONTROL CAPITAL IMPROVEMENT PLAN ..... 4

E. UNPROGRAMMED FUTURE PROJECTS ..... 9

F. FUTURE UPDATES ..... 10

G. CREDITS ..... 10


LIST OF FIGURES AND TABLES:


Figure 1: 7-Year CIP Location Map
Table 1: 7-Year Flood Control CIP Overall Summary
Table 2: 7-Year Flood Control CIP List
Table 3: Unprogrammed Future Projects List


APPENDICES:


Appendix A: Detailed Project Information
Appendix B: Unprogrammed Future Projects Details

# 2018 FLOOD CONTROL CAPITAL IMPROVEMENT PLAN

## A. INTRODUCTION AND OVERVIEW

The Flood Control Capital Improvement Plan (CIP) is a programming document for the funding of capital flood control projects[1] within the Contra Costa County Flood Control and Water Conservation District (District). The District's jurisdictional boundary covers the entire Contra Costa County and includes cities in addition to the unincorporated County communities.

The District operates 79 miles of flood control channels, 29 dams and detention basins, and 47 drop structures throughout the County. These facilities are on 4,189 parcels covering over 1,500 acres, and provide the regional backbone of flood protection in Contra Costa County.
The CIP is prepared in accordance with the District's Expenditure Policy and presented to the Board of Supervisors for approval. This CIP is intended to be updated every two years and it provides a 7-year outlook on the District's capital activities in support of the regional, long-range development and related flood control plans.

It is recognized that local communities have direct interest in the regional flood control projects and that those projects can impact a wide range of stakeholders. Therefore, the District is committed to developing projects in an open, community-based planning process. Furthermore, development of consistent stormwater management strategies in the region requires close coordination between local governments, regulators, as well as developers and landowners. Those strategies include concepts for comprehensive watershed management and resilient and sustainable design integration. To the extent feasible, those concepts have been incorporated into the development of this CIP. It is the intention of the District to continue to work collaboratively with all stakeholders to coordinate the implementation of regional drainage improvements.

Approval of this CIP by the Board of Supervisors does not automatically approve projects for implementation. Flood control projects typically require years of advance planning, coordination, and cooperation between various agencies and community stakeholders. This
CIP is prepared as a programmatic, planning-level document that intends to guide the District to program and initiate preliminary engineering work on the identified projects. Each project must undergo its own individual feasibility analysis and environmental assessment. As such, scope and cost of each project is preliminary and may change after additional reviews. Some projects may later prove to be infeasible or not cost-effective and may be dropped from subsequent plans.

[1] A capital project is a long-term capital investment that constructs, expands, renovates, or replaces a facility or facilities, often called infrastructure.

## B. FUNDING CHALLENGES AND PRIORITIES

Over the years, the District's revenues have been constrained by fiscally-restrictive, state-wide ballot measures, while the cost of operations and maintenance has increased significantly due to more stringent regulatory requirements and aging facilities. As a result, deferred maintenance has created over $24 million backlog of facility repair and restoration work throughout the District. In response to these challenges and increasing demand for more capital improvements, in 2005, the Board of Supervisors, as the governing Board of the District, established the Flood Control Expenditure Policy to provide overall fiscal programming direction and guidance to staff in developing the District's capital improvement program. That Policy, generally, dictates that the District establish Capital Improvement Plans and give the highest priority to those projects that preserve the existing infrastructure and extend the useful life of a facility.

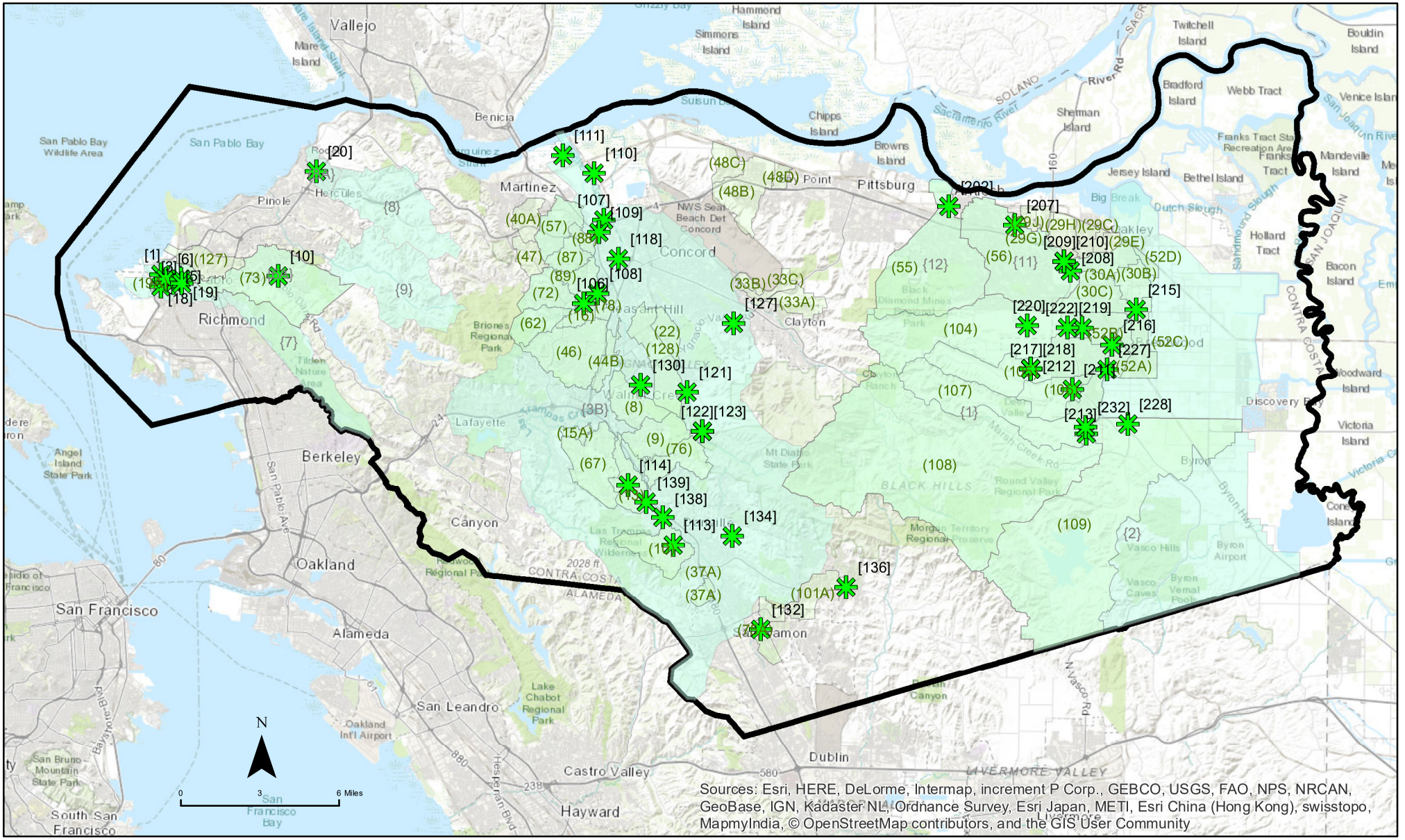
## C. REVENUE SOURCES

Funds for flood control improvements are mainly derived from property tax assessments, development and special benefit fees, and federal and state grants. Property tax and fee assessments are typically collected through various Flood Control Zones, Drainage Areas, and Benefit Assessment Areas. These areas have been established throughout the District over the years. A map of established Drainage Areas and Drainage Zones is shown in Figure 1. The following provides a summary description of funding sources from those areas and other revenue sources:

1. Flood Control Zone Property Tax Assessments
   Flood Control Zones were established over entire watersheds to fund the design, construction, and maintenance of flood control and water conservation facilities in the watershed. Funding resources vary from Zone to Zone with some Zones having no operating funds. In most cases, funding is not sufficient to maintain existing improvements, construct additional drainage facilities needed to provide the desired level of flood protection, or restore flood control channels to sustainable natural systems[2]. There are 14 identified major watershed Flood Control Zones in the District. Ten Flood Control Zones have been formed, but only five generate tax revenue.

2. Drainage Area Fees
   Drainage Areas were formed, as subwatersheds of Flood Control Zones, to provide funding for the construction of drainage improvements needed to mitigate increased storm runoff resulting from development within the subwatershed area[3]. Drainage Areas typically do not provide funding for ongoing maintenance of the DA improvements. There are 180 Drainage

[2] Funding discrepancy between Zones is mainly due to Proposition 13 which effectively fixed property tax rates and constrained the District's ability to raise new revenues.
[3] Drainage Areas are analogous to the "Areas of Benefits" or "AOB" that collect revenues and fund transportation projects.




## Legend

691 Project Locations [ID #]

Drainage Areas (DA#)

Drainage Zones {DZ#}

# Contra Costa County Flood Control and Water Conservation District 7-Year CIP Location Map

**Figure 1**

Contra Costa County Flood Control & Water Conservation District

Areas identified in the District representing small watersheds or subwatersheds. Sixty-three of the Drainage Areas have been formed and have an adopted plan and a drainage fee ordinance. These are in areas where development has, is, or will be occurring. As such, revenues from these areas are dependent on the housing and land development economy.

3. Drainage Area Benefit Assessments
   Drainage Area Benefit Assessments (DABA) are funds that are typically used on operation, maintenance, and repair of storm drainage facilities in a defined drainage benefit assessment area. There are currently seven DABAs established in the District.

4. Drainage Area Tax Assessments
   Three of the 63 formed Drainage Areas receive a small portion of tax revenue in addition to, or instead of, developer fees. Drainage Area property tax revenue is typically spent on the design, construction, operation, maintenance, repair, rehabilitation, and reconstruction of storm drainage facilities within the Drainage Area.

5. Federal and State Grants
   The District has been successful in seeking and obtaining various state and federal grants for many of its projects in the recent past and continues to pursue those sources actively for future projects. In general, federal and state grants are becoming more competitive and very limited for single-purpose, flood control projects. This is a change from past decades when state and federal grants provided a majority of the District's capital funding. Most grants now provide assistance to projects that provide grant-specific environmental benefits. This is another incentive for the District to incorporate environmental components to its flood control projects in order to be competitive with state and federal grants.

## D. 2018 FLOOD CONTROL CAPITAL IMPROVEMENT PLAN

In accordance with its Expenditure Policy, the District sets priorities within three specific program categories in establishing its capital program. These priorities are then balanced with the available funding in given Flood Control Zones or Drainage Areas to ensure the most feasible project delivery. The program categories in order of priority are:

1. System Preservation
2. Public Safety
3. System Expansion

Based on the Expenditure Policy framework, a total of 43 projects representing an investment of $53 million over seven years make up this plan's recommended projects. Figure 1 shows the geographic location of the proposed projects. Table 1 below provides an overall summary of recommended projects by funding entity highlighting project locations by watershed/major creek.

Contra Costa County
Flood Control
& Water Conservation District

**Table 1. 7-Year Flood Control Capital Improvement Overall Summary**
(By Fund Source/Creek)

| Funding Source/Creek | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2023-25 | Totals |
|---|---|---|---|---|---|---|---|---|---|
| **Flood Control Zone 1** | **$ 481,571** | **$ 590,000** | **$ 1,306,000** | **$ 1,059,000** | **$ 468,000** | **$ 1,640,000** | **$ 420,000** | | **$ 5,964,571** |
| Marsh* | $ 391,571 | $ 430,000 | $ 1,306,000 | $ 1,059,000 | $ 468,000 | $ 1,500,000 | $ 210,000 | $ - | $ 5,364,571 |
| Dry | $ - | $ - | $ - | $ - | $ - | $ 140,000 | $ 210,000 | $ - | $ 350,000 |
| Deer | $ 90,000 | $ 160,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ 250,000 |
| **Flood Control Zone 3B** | **$ 770,000** | **$ 1,158,000** | **$ 7,818,000** | **$ 5,585,000** | **$ 305,000** | **$ 20,000** | **$ 40,000** | | **$ 15,696,000** |
| Grayson * | $ 160,000 | $ 271,000 | $ 2,760,000 | $ 600,000 | $ - | $ - | $ - | $ - | $ 3,791,000 |
| Walnut * | $ 215,000 | $ 417,000 | $ 4,775,000 | $ 4,800,000 | $ - | $ - | $ - | $ 4,846,500 | $ 10,207,000 |
| Pacheco * | $ - | $ - | $ - | $ 75,000 | $ 75,000 | $ - | $ - | $ - | $ 150,000 |
| Pine | $ - | $ - | $ 143,000 | $ 110,000 | $ 230,000 | $ - | $ - | $ - | $ 483,000 |
| Galindo | $ - | $ - | $ - | $ - | $ - | $ 20,000 | $ 40,000 | $ - | $ 60,000 |
| San Ramon | $ 20,000 | $ 70,000 | $ - | $ - | $ - | $ - | $ - | | |
| Various | $ 375,000 | $ 400,000 | $ 140,000 | $ - | $ - | $ - | $ - | $ - | $ 915,000 |
| **Flood Control Zone 6A - San Pablo** | **$ -** | **$ -** | **$ -** | **$ 20,000** | **$ -** | **$ -** | **$ 20,000** | $ - | **$ 40,000** |
| **Flood Control Zone 7 - Wildcat** | **$ -** | **$ 27,000** | **$ -** | **$ 20,000** | **$ 27,000** | **$ -** | **$ 20,000** | $ - | **$ 94,000** |
| **Drainage Area 10** | **$ -** | **$ -** | **$ 17,000** | **$ -** | **$ -** | **$ -** | **$ -** | $ - | **$ 17,000** |
| **Drainage Area 13** | **$ 20,000** | **$ 333,000** | **$ 300,000** | **$ -** | **$ -** | **$ -** | **$ -** | $ - | **$ 653,000** |
| **Drainage Area 46 - Grayson/Murderer's *** | **$ -** | **$ -** | **$ -** | **$ 528,000** | **$ 626,000** | **$ -** | **$ -** | | **$ 1,154,000** |
| **Drainage Area 55 - Antioch** | **$ 827,000** | **$ 280,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **$ 1,107,000** |
| **Drainage Area 56 - Antioch** | **$ 90,000** | **$ 225,000** | **$ 1,078,000** | **$ 500,000** | **$ 115,000** | **$ 108,000** | **$ 102,000** | | **$ 2,218,000** |
| **Drainage Area 73** | **$ -** | **$ -** | **$ -** | **$ 50,000** | **$ -** | **$ -** | **$ -** | $ - | **$ 50,000** |
| **Drainage Area 75A** | **$ 10,000** | **$ 90,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | $ - | **$ 100,000** |
| **Drainage Area 130** | **$ 36,050** | **$ 192,000** | **$ 920,000** | **$ 166,000** | **$ 353,000** | **$ 814,000** | **$ 1,607,000** | | **$ 4,088,050** |
| Marsh * | $ 26,050 | $ 100,000 | $ 867,000 | $ - | $ 11,000 | $ 77,000 | $ 578,000 | $ 55,000 | $ 1,659,050 |
| Deer | $ - | $ - | $ 22,000 | $ 39,000 | $ 215,000 | $ 88,000 | $ 594,000 | $ 5,143,000 | $ 958,000 |
| Sand | $ 10,000 | $ 92,000 | $ 31,000 | $ 127,000 | $ 127,000 | $ 649,000 | $ 435,000 | $ 76,000 | $ 1,471,000 |
| **Drainage Area 910** | **$ -** | **$ 26,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | $ - | **$ 26,000** |
| **Drainage Area 1010A - Shadow** | **$ -** | **$ 30,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | $ - | **$ 30,000** |
| **Grants - Walnut *** | **$ 175,000** | **$ 400,000** | **$ 237,000** | **$ 1,250,000** | **$ -** | **$ -** | **$ -** | $ - | **$ 2,062,000** |
| **Other - Grayson *** | **$ 140,000** | **$ 146,000** | **$ 900,000** | **$ 100,000** | **$ -** | **$ -** | **$ -** | | **$ 1,286,000** |
| **Unfunded** | **$ 23,000** | **$ 353,000** | **$ 40,000** | **$ 8,000,000** | **$ 6,407,000** | **$ 3,430,000** | **$ 890,000** | **$ 4,846,500** | **$ 19,143,000** |
| Wildcat/San Pablo/Rodeo | **$ -** | **$ 353,000** | **$ 40,000** | **$ -** | **$ 273,000** | **$ -** | **$ -** | | $ 666,000 |
| Grayson/Murderer's * | $ - | $ - | $ - | $ - | $ 34,000 | $ - | $ - | $ - | $ 34,000 |
| Walnut * | $ - | $ - | $ - | $ 8,000,000 | $ 500,000 | $ 450,000 | $ 450,000 | $ 4,846,500 | $ 9,400,000 |
| Pacheco * | $ - | $ - | $ - | $ - | $ 5,600,000 | $ - | $ - | $ - | $ 5,600,000 |
| Galindo | $ - | $ - | $ - | $ - | $ - | $ - | $ 440,000 | | $ 440,000 |
| Marsh * | $ - | $ - | $ - | $ - | $ - | $ 2,980,000 | $ - | | $ 2,980,000 |
| Kellog | $ 23,000 | $ - | $ - | $ - | $ - | $ - | $ - | | $ 23,000 |
| **Totals** | **$ 2,572,621** | **$ 3,850,000** | **$ 12,616,000** | **$ 17,278,000** | **$ 8,301,000** | **$ 6,012,000** | **$ 3,099,000** | **$ 4,846,500** | **$ 53,728,621** |

* Projects with multiple funding sources

Each location shown in the list may have several projects in various phases of development and implementation.

It must be noted that some of the recommended projects are partially unfunded. Approximately $31 million is planned to be funded through various flood control funds and $3 million is planned to come from other local, State, or federal grants. An additional $19 million will be needed to fully fund the projects. As projects are further developed, efforts will be made to seek additional resources. A more detailed list of all projects within each funding entity, including partially unfunded, is included in Table 2.

As stated above, priorities set for each project are based on the framework outlined in the District's Expenditure Policy. Approximately, 71% of planned capital expenditures will fund system preservation while 28% will support system expansion in support of flood risk reduction. The remaining 1% will improve public safety. Figure 2 below shows the breakdown of capital expenditures by program priority.

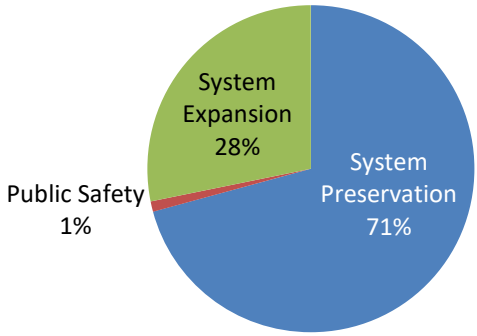



**Figure 2. 7-Year CIP Expenditure by priority**

Additionally, detailed information about each project is included in Appendix A. The information provided for each project includes project name, description, justification, cost estimate, funding source(s), program priority, and anticipated expenditure plan category.

Each project is assigned a unique number. Projects with numbers from 1 to 99 are located in West County, 100 to 199 are in Central County and 200 and greater are in East County. Projects are presented in numerical order.

Generally, all identified projects are led by the District; however, for the purpose of completeness, this CIP may include some projects that are co-funded by the District, but managed in partnership with other jurisdictions. It must be noted that in addition to capital projects, this CIP also includes several hydraulic, seismic, and condition assessment studies that support capital projects.

Contra Costa County
Flood Control
& Water Conservation District

## Table 2. 7-Year Flood Control Capital Improvement Project List

(By Fund Source)

| Funding Source | ID | Project Title | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 | Totals |
|---|---|---|---|---|---|---|---|---|---|---|
| **Flood Control Zone 1** | | | **$ 481,571** | **$ 590,000** | **$ 1,306,000** | **$ 1,059,000** | **$ 468,000** | **$ 1,640,000** | **$ 420,000** | **$ 5,964,571** |
| | *210* | Marsh Creek Reservoir Seismic Assessment [8355] | $ - | $ 130,000 | $ 160,000 | $ - | $ - | $ - | $ - | $ 290,000 |
| | *211* | Dry Creek Reservoir Seismic Assessment [WO TBD] | $ - | $ - | $ - | $ - | $ - | $ 140,000 | $ 210,000 | $ 350,000 |
| | *212* | Deer Creek Reservoir Seismic Assessment [8355] | $ 90,000 | $ 160,000 | $ - | $ - | $ - | $ - | $ - | $ 250,000 |
| | *213* | Marsh Creek Reservoir Capacity and Habitat Restoration [8495] | $ 55,521 | $ - | $ 129,000 | $ 109,000 | $ 468,000 | $ 1,500,000 | $ 210,000 | $ 2,471,521 |
| | *216* | Marsh Creek Widening Between Dainty Avenue and Sand Creek [8466] | $ 26,050 | $ 100,000 | $ 867,000 | $ - | $ - | $ - | $ - | $ 993,050 |
| | *227* | Marsh Creek and Sand Creek Structures Conditions Assessment [8360] | $ 310,000 | $ 200,000 | $ - | $ - | $ - | $ - | $ - | $ 510,000 |
| | *232* | Marsh Creek Reservoir Emergency Spillway Rehabilitation [TBD] | $ - | $ - | $ 150,000 | $ 950,000 | $ - | $ - | $ - | $ 1,100,000 |
| **Flood Control Zone 3B** | | | **$ 770,000** | **$ 1,158,000** | **$ 7,818,000** | **$ 5,585,000** | **$ 305,000** | **$ 20,000** | **$ 40,000** | **$ 15,696,000** |
| | *107* | Grayson Creek Levee Rehabilitation at CCCSD Treatment Plant [8348] | $ 140,000 | $ 146,000 | $ 900,000 | $ 100,000 | $ - | $ - | $ - | $ 1,286,000 |
| | *108* | Grayson Creek Channel Fence Rehabilitation [WO TBD] | $ - | $ - | $ - | $ 500,000 | $ - | $ - | $ - | $ 500,000 |
| | *109* | Grayson Creek Sediment Removal [8334] | $ 20,000 | $ 125,000 | $ 1,860,000 | $ - | $ - | $ - | $ - | $ 2,005,000 |
| | *110* | Lower Walnut Creek Restoration Project [8285] | $ 165,000 | $ 292,000 | $ 525,000 | $ 4,700,000 | $ - | $ - | $ - | $ 5,682,000 |
| | *111* | Pacheco Marsh Restoration [8494] | $ - | $ - | $ - | $ 75,000 | $ 75,000 | $ - | $ - | $ 150,000 |
| | *118* | Walnut Creek Sediment Removal - Clayton Valley Drain to Drop Structure 1 [8334] | $ 50,000 | $ 125,000 | $ 4,250,000 | $ 100,000 | $ - | $ - | $ - | $ 4,525,000 |
| | *121* | Kubicek Basin Sediment Removal [WO TBD] | $ - | $ - | $ - | $ - | $ 40,000 | $ - | $ - | $ 40,000 |
| | *122* | Pine Creek Dam Seismic Assessment [8346] | $ - | $ - | $ - | $ 110,000 | $ 190,000 | $ - | $ - | $ 300,000 |
| | *123* | Pine Creek Reservoir Functional Assessment [WO TBD] | $ - | $ - | $ 143,000 | $ - | $ - | $ - | $ - | $ 143,000 |
| | *127* | Galindo Creek Improvements [WO TBD] | $ - | $ - | $ - | $ - | $ - | $ 20,000 | $ 40,000 | $ 60,000 |
| | *130* | Flood Control Zone 3B Channels and Structures Conditions Assessment [8353] | $ 375,000 | $ 400,000 | $ 140,000 | $ - | $ - | $ - | $ - | $ 915,000 |
| | *138* | San Ramon Creek Watershed Study [8541] | $ 20,000 | $ 70,000 | $ - | $ - | $ - | $ - | $ - | $ 90,000 |
| **Flood Control Zone 6A** | | | **$ -** | **$ -** | **$ -** | **$ 20,000** | **$ -** | **$ -** | **$ 20,000** | **$ 40,000** |
| | *1* | San Pablo Creek Silt Survey | $ - | $ - | $ - | $ 20,000 | $ - | $ - | $ 20,000 | $ 40,000 |
| **Flood Control Zone 7** | | | **$ -** | **$ 27,000** | **$ -** | **$ 20,000** | **$ 27,000** | **$ -** | **$ 20,000** | **$ 94,000** |
| | *3* | Wildcat Creek Silt Survey | $ - | $ - | $ - | $ 20,000 | $ - | $ - | $ 20,000 | $ 40,000 |
| | *5* | Wildcat Sediment Basin Desilt | $ - | $ 27,000 | $ - | $ - | $ 27,000 | $ - | $ - | $ 54,000 |
| **Drainage Area 10** | | | **$ -** | **$ -** | **$ 17,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 17,000** |
| | *113* | Update DA 10 for Danville Area | $ - | $ - | $ 17,000 | $ - | $ - | $ - | $ - | $ 17,000 |
| **Drainage Area 13** | | | **$ 20,000** | **$ 333,000** | **$ 300,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 653,000** |
| | *114* | Update DA 13 Plan for Western Alamo | $ - | $ 33,000 | $ - | $ - | $ - | $ - | $ - | $ 33,000 |
| | *139* | DA 13 Line F-1 Storm Drainage in Alamo | $ 20,000 | $ 300,000 | $ 300,000 | $ - | $ - | $ - | $ - | $ 620,000 |
| **Drainage Area 46** | | | **$ -** | **$ -** | **$ -** | **$ 528,000** | **$ 626,000** | **$ -** | **$ -** | **$ 1,154,000** |
| | *106* | DA46 Grayson and Murderer's Creek Subregional Improvements | $ - | $ - | $ - | $ 528,000 | $ 626,000 | $ - | $ - | $ 1,154,000 |
| **Drainage Area 55** | | | **$ 827,000** | **$ 280,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,107,000** |
| | *202* | West Antioch Creek - DA55 Culverts at 10th Street [8399] | $ 827,000 | $ 280,000 | $ - | $ - | $ - | $ - | $ - | $ 1,107,000 |
| **Drainage Area 56** | | | **$ 90,000** | **$ 225,000** | **$ 1,078,000** | **$ 500,000** | **$ 115,000** | **$ 108,000** | **$ 102,000** | **$ 2,218,000** |
| | *207* | Trembath Detention Basin [8532] | $ 90,000 | $ 225,000 | $ 1,050,000 | $ 450,000 | $ - | $ - | $ - | $ 1,815,000 |
| | *208* | Lindsey Basin Finalization Tasks & R/W Transfer [8126] | $ - | $ - | $ 11,000 | $ 33,000 | $ 16,000 | $ 6,000 | $ - | $ 66,000 |
| | *209* | Develop Revenue Generating Sites at Lindsey Basin [WO TBD] | $ - | $ - | $ 17,000 | $ 17,000 | $ 99,000 | $ 102,000 | $ 102,000 | $ 337,000 |
| **Drainage Area 73** | | | **$ -** | **$ -** | **$ -** | **$ 50,000** | **$ -** | **$ -** | **$ -** | **$ 50,000** |
| | *10* | DA 73 Drainage Plan Update - Richmond [WO TBD] | $ - | $ - | $ - | $ 50,000 | $ - | $ - | $ - | $ 50,000 |
| **Drainage Area 75A** | | | **$ 10,000** | **$ 90,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 100,000** |
| | *132* | Canyon Lakes Facilities Conditions Assessment [8361] | $ 10,000 | $ 90,000 | $ - | $ - | $ - | $ - | $ - | $ 100,000 |
| **Drainage Area 130** | | | **$ 36,050** | **$ 192,000** | **$ 920,000** | **$ 166,000** | **$ 353,000** | **$ 814,000** | **$ 1,607,000** | **$ 4,088,050** |
| | *215* | Marsh Creek Supplemental Capacity [WO TBD] | $ - | $ - | $ - | $ - | $ 11,000 | $ 77,000 | $ 578,000 | $ 666,000 |
| | *216* | Marsh Creek Widening Between Dainty Avenue and Sand Creek [8466] | $ 26,050 | $ 100,000 | $ 867,000 | $ - | $ - | $ - | $ - | $ 993,050 |
| | *217* | Deer Creek Reservoir Expansion [8447] | $ - | $ - | $ 22,000 | $ 11,000 | $ 66,000 | $ 88,000 | $ 594,000 | $ 781,000 |
| | *218* | Deer Creek Reservoir Expansion - R/W Acquisition [8463] | $ - | $ - | $ - | $ 28,000 | $ 149,000 | $ - | $ - | $ 177,000 |
| | *220* | Upper Sand Creek Basin Surplus Material [8517] | $ 10,000 | $ 72,000 | $ 11,000 | $ 66,000 | $ 11,000 | $ 66,000 | $ 11,000 | $ 247,000 |
| | *222* | Lower Sand Creek Basin Construction [8492] | $ - | $ 20,000 | $ 20,000 | $ 61,000 | $ 116,000 | $ 583,000 | $ 424,000 | $ 1,224,000 |
| **Drainage Area 910** | | | **$ -** | **$ 26,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 26,000** |
| | *134* | Rassier Ranch Basin Conditions Assessment [8362] | $ - | $ 26,000 | $ - | $ - | $ - | $ - | $ - | $ 26,000 |

| Funding Source | ID | Project Title | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 | Totals |
|---|---|---|---|---|---|---|---|---|---|---|
| **Drainage Area 1010A** | | | **$ -** | **$ 30,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 30,000** |
| | *136* | Shadow Creek Basin Conditions Assessment [WO TBD] | $ - | $ 30,000 | $ - | $ - | $ - | $ - | $ - | $ 30,000 |
| **Grants** | | | **$ 175,000** | **$ 400,000** | **$ 237,000** | **$ 1,250,000** | **$ -** | **$ -** | **$ -** | **$ 2,062,000** |
| | 110 | Lower Walnut Creek Restoration Project [8285] | $ 175,000 | $ 400,000 | $ 237,000 | $ 1,250,000 | $ - | $ - | $ - | $ 2,062,000 |
| **Other** | | | **$ 140,000** | **$ 146,000** | **$ 900,000** | **$ 100,000** | **$ -** | **$ -** | **$ -** | **$ 1,286,000** |
| | *107* | Grayson Creek Levee Rehabilitation at CCCSD Treatment Plant [8348] | $ 140,000 | $ 146,000 | $ 900,000 | $ 100,000 | $ - | $ - | $ - | $ 1,286,000 |
| **Unfunded** | | | **$ 23,000** | **$ 353,000** | **$ 40,000** | **$ 8,000,000** | **$ 6,407,000** | **$ 3,430,000** | **$ 890,000** | **$ 19,143,000** |
| | *5* | Wildcat Sediment Basin Desilt [WO TBD] | $ - | $ 273,000 | $ - | $ - | $ 273,000 | $ - | $ - | $ 546,000 |
| | *18* | San Pablo Conditions Assessment [WO TBD] | $ - | $ - | $ 20,000 | $ - | $ - | $ - | $ - | $ 20,000 |
| | *19* | Wildcat Conditions Assessment [WO TBD] | $ - | $ - | $ 20,000 | $ - | $ - | $ - | $ - | $ 20,000 |
| | *20* | Rodeo Conditions Assessment [WO TBD] | $ - | $ 80,000 | $ - | $ - | $ - | $ - | $ - | $ 80,000 |
| | *106* | DA46 Grayson and Murderer's Creek Subregional Improvements [TBD] | $ - | $ - | $ - | $ - | $ 34,000 | $ - | $ - | $ 34,000 |
| | *110* | Lower Walnut Creek Restoration Project [8285] | $ - | $ - | $ - | $ 8,000,000 | $ 500,000 | $ 450,000 | $ 450,000 | $ 9,400,000 |
| | *111* | Pacheco Marsh Restoration [8494] | $ - | $ - | $ - | $ - | $ 5,600,000 | $ - | $ - | $ 5,600,000 |
| | *127* | Galindo Creek Improvements [WO TBD] | $ - | $ - | $ - | $ - | $ - | $ - | $ 440,000 | $ 440,000 |
| | *213* | Marsh Creek Reservoir Capacity and Habitat Restoration [8495] | $ - | $ - | $ - | $ - | $ - | $ 2,980,000 | $ - | $ 2,980,000 |
| | *228* | Kellog Conditions Assessment [WO TBD] | $ 23,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ 23,000 |
| | | **Totals** | **$ 2,572,621** | **$ 3,850,000** | **$ 12,616,000** | **$ 17,278,000** | **$ 8,301,000** | **$ 6,012,000** | **$ 3,099,000** | **$ 53,728,621** |

## E. UNPROGRAMMED FUTURE PROJECTS

Unprogrammed future projects are those that have been scoped, but not yet programmed for funding in the next 7 years. Those projects are expected to be included in future plans for implementation after 2024. Table 3 includes a list of future projects. Details of these projects are included in Appendix B.

| Funding Source | ID | Project Title | FY 2024- |
|---|---|---|---|
| **Flood Control Zone 3B** | | | **$ 13,767,000** |
| | 124 | Pine Creek Reservoir Sediment Removal and Capacity Restoration [WO TBD] | $ 5,000,000 |
| | 125 | San Ramon Creek Sediment Removal near San Ramon Bypass [WO TBD] | $ 363,000 |
| | 128 | Green Valley Creek Improvements up to 1st Crossing of Diablo Road [WO TBD] | $ 6,600,000 |
| | 129 | Green Valley Creek Improvements Upstream of 2nd Crossing of Diablo Road [WO TBD] | $ 1,804,000 |
| **Drainage Area 33A** | | | **$ 209,779** |
| | 120 | DA 33A Concord Boulevard Culvert Replacement [WO TBD] | $ 209,779 |
| **Drainage Area 48B** | | | **$ 429,000** |
| | 201 | DA 48B Line A at Port Chicago Highway | $ 429,000 |
| **Drainage Area 55** | | | **$ 215,000** |
| | 205 | Fitzuren Road Remainder Parcel | $ 215,000 |
| **Drainage Area 109** | | | **$ 270,000** |
| | 225 | DA 109 - Kellogg Creek Project Development | $ 270,000 |
| **Unfunded** | | | **$ 51,139,221** |
| | 7 | Wildcat Creek Habitat Improvements (USACE 1135 Program) [8619] | $ 2,000,000 |
| | 9 | Wildcat / San Pablo Creeks Phase II [WO TBD] | $ 12,045,000 |
| | 12 | Pinole Creek Habitat Restoration (1135 Project) [8493] | $ 6,250,000 |
| | 17 | Sustainable Capacity Improvement at Rodeo Creek [WO TBD] | $ 10,285,000 |
| | 23 | Canada di Cierbo Habitat Improvement [WO TBD] | $ 3,000,000 |
| | 26 | Pinole Creek Capacity Assessment | $ 300,000 |
| | 117 | DA 67 - Tice Creek Bypass [WO TBD] | $ 2,481,000 |
| | 120 | DA 33A Concord Boulevard Culvert Replacement [WO TBD] | $ 87,221 |
| | 203 | West Antioch Creek Improvements - L Street to 10th Street [WO TBD] | $ 4,906,000 |
| | 204 | West Antioch Creek Improvements at Highway 4 [WO TBD] | $ 2,200,000 |
| | 206 | East Antioch Creek Marsh Restoration [WO TBD] | $ 7,585,000 |
| | | **Totals** | **$ 66,030,000** |

**Table 3. Unprogrammed Future Projects**

## F. FUTURE UPDATES

As staff develops and implements these capital projects, future CIP updates will include information on the progress and delivery of the listed projects. Additionally, efforts on the identification of funding shortfalls and additional funding sources to support the District's capital needs are underway. The 2013 Report on the Status of Flood Protection Infrastructure and its 2017 update provided some information about those efforts. Additional detailed information will be reported in future updates.

## G. CREDITS

Prepared By: Gus Amirzehni, PE
Reviewed By: Paul Detjens, PE

List of Appendices:

Appendix A Detailed Project Information Sheets
Appendix B Unprogrammed Future Projects Details

# *Appendix A* Detailed Project Information

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: San Pablo Creek Silt Survey

WORK ORDER: WO TBD ID: 1

PROJECT DESCRIPTION: Perform focused topographic surveys at six predesignated cross section locations to determine the amount of sediment accumulation and to determine the need for channel desilting. Channel desilting, once determined to be needed, would be scoped under a separate CIP entity.

PROJECT NEED: The current operations and maintenance manual produced by the Corps requires annual sediment surveys. These surveys are a method to determine channel capacity and are in lieu of a more comprehensive survey and hydraulic model.

SUPERVISOR DISTRICT: I

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 4

FUNDING SOURCE(S): Flood Control Zone 6

TOTAL PROJECT COST: $40,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $20,000 | $0 | $0 | $20,000 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 6A | $0 | $0 | $0 | $20,000 | $0 | $0 | $20,000 |

AFFECTED AREA: Richmond, North Richmond

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Wildcat Creek Silt Survey

WORK ORDER: 9705 ID: 3

PROJECT DESCRIPTION: Perform focused topographic surveys at six predesignated cross section locations to determine the amount of sediment accumulation and to determine the need for channel desilting. Channel desilting, once determined to be needed, would be scoped under a separate CIP entity.

PROJECT NEED: The current operations and maintenance manual produced by the Corps requires annual sediment surveys. These surveys are a method to determine channel capacity and are in lieu of a more comprehensive survey and hydraulic model.

SUPERVISOR DISTRICT: I

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 4

FUNDING SOURCE(S): FC Zone 7, TBD

TOTAL PROJECT COST: $40,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $20,000 | $0 | $0 | $20,000 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 7 | $0 | $0 | $0 | $20,000 | $0 | $0 | $20,000 |

AFFECTED AREA: Richmond

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Wildcat Sediment Basin Desilt

WORK ORDER: WO TBD ID: 5

PROJECT DESCRIPTION: Remove accumulated sediment from the Wildcat Creek Sediment Basin and stockpile on adjacent storage site for later off haul.

PROJECT NEED: The Wildcat Creek sediment basin is designed to trap sediment and prevent sediment accumulation in more sensitive areas downstream. If it is not periodically desilted, the basin becomes less effective and sediment escapes downstream.

SUPERVISOR DISTRICT: I

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 2

FUNDING SOURCE(S): Flood Control Zone 7, Unfunded

TOTAL PROJECT COST: $900,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $300,000 | $0 | $0 | $300,000 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 7 | $0 | $27,000 | $0 | $0 | $27,000 | $0 | $0 |
| Unfunded | $0 | $273,000 | $0 | $0 | $273,000 | $0 | $0 |

AFFECTED AREA: Richmond

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: Basin was last desilted in 2010-2011.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: DA 73 Drainage Plan Update - Richmond

WORK ORDER: WO TBD ID: 10

PROJECT DESCRIPTION: Update the Drainage Area 73 Drainage Plan to reflect community needs

PROJECT NEED: Drainage Area 73 has an outdated plan, and it does not reflect current drainage needs. In collaboration with the City of Richmond and community stakeholders, this project will develop an updated drainage plan and a list of drainage projects to accommodate current drainage needs.

SUPERVISOR DISTRICT: I

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 3

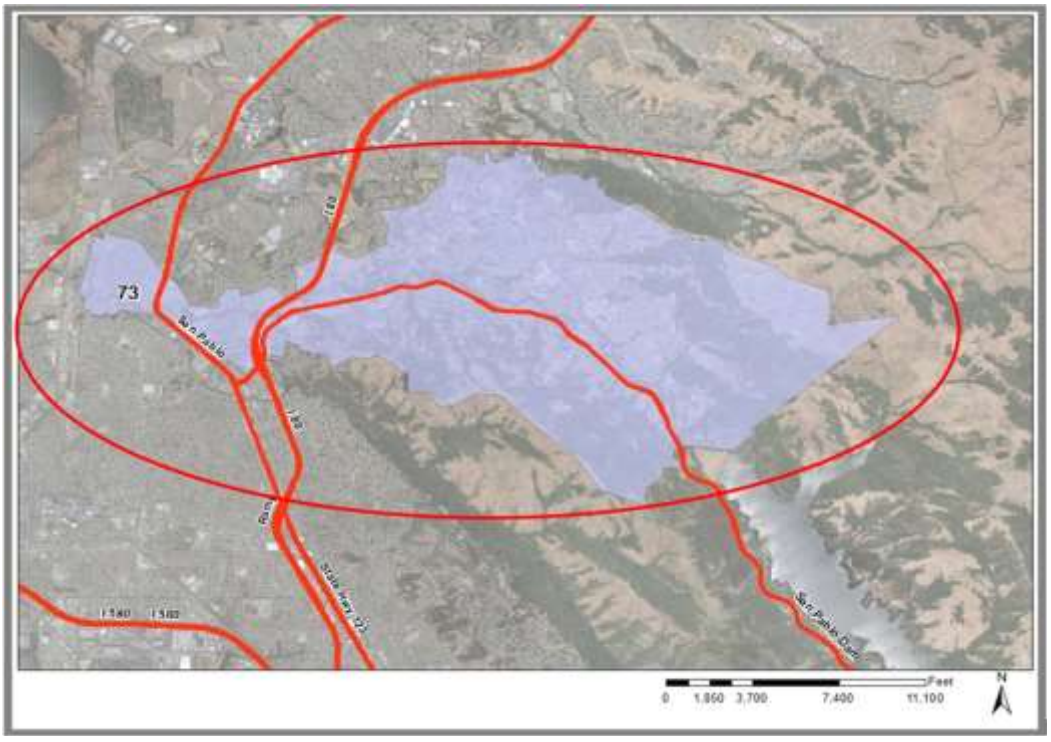
FUNDING SOURCE(S): Drainage Area 73

TOTAL PROJECT COST: $50,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $50,000 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 73 | $0 | $0 | $0 | $50,000 | $0 | $0 | $0 |

AFFECTED AREA: Richmond




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: San Pablo Conditions Assessment

WORK ORDER: WO TBD ID: 18

PROJECT DESCRIPTION: Hire specialized consultants to assess conditions of existing facilities. Two-phase approach: start with initial assessment, and proceed to more detailed assessment as warranted.

PROJECT NEED: Need to identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: I

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

FUNDING SOURCE(S): Unfunded

TOTAL PROJECT COST: $20,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $20,000 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Unfunded | $0 | $0 | $20,000 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Community of North Richmond and San Pablo

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): No

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Wildcat Conditions Assessment

WORK ORDER: WO TBD ID: 19

PROJECT DESCRIPTION: Hire specialized consultants to assess conditions of existing facilities. Two-phase approach: start with initial assessment, and proceed to more detailed assessment as warranted.

PROJECT NEED: Need to identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: I

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

FUNDING SOURCE(S): Flood Control District Fund 7505

TOTAL PROJECT COST: $20,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $20,000 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Unfunded | $0 | $0 | $20,000 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Richmond, E. Richmond Heights, San Pablo, and Community of N. Richmond

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Rodeo Conditions Assessment

WORK ORDER: WO TBD ID: 20

PROJECT DESCRIPTION: Hire specialized consultants to assess conditions of existing facilities. Two-phase approach: start with initial assessment, and proceed to more detailed assessment as warranted.

PROJECT NEED: Need to identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: V

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

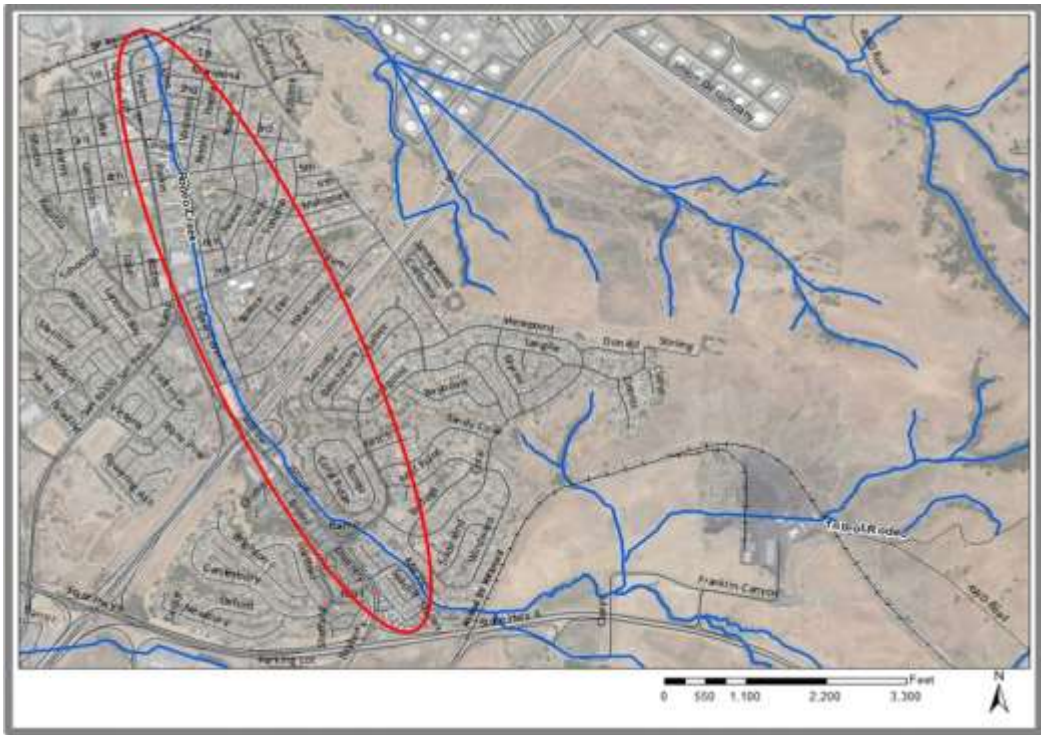
FUNDING SOURCE(S): Unfunded

TOTAL PROJECT COST: $125,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $80,000 | $0 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Unfunded | $0 | $80,000 | $0 | $0 | $0 | $0 | $0 |

AFFECTED AREA: The unincorporated community of Rodeo




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: Prior year expenditures not shown.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: DA46 Grayson and Murderer's Creek Subregional Improvements

WORK ORDER: TBD ID: 106

PROJECT DESCRIPTION: In partnership with the City of Pleasant Hill, the project will identify, design and implement sub-regional drainage improvements in the Grayson / Murderer's Creeks subwatershed. Likely projects are capacity improvements at bridges, floodwalls along sections of creek, and collector storm drains to more efficiently deliver stormwater to the creek.

PROJECT NEED: Downtown Pleasant Hill and Poet's Corner areas are identified on the FEMA maps as having moderate flood risk. Area flooded in 1997 and again in 2006. City desires a project to take residents out of the floodplain. Early indications from the Corps study were favorable, but project ultimately did not have a sufficient benefit / cost ratio, or federal funding. This local, smaller project is the result.

SUPERVISOR DISTRICT: IV

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 2

FUNDING SOURCE(S): Drainage Area 46 funds + City of Pleasant Hill funds

TOTAL PROJECT COST: $1,188,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $528,000 | $660,000 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 46 | $0 | $0 | $0 | $528,000 | $626,000 | $0 | $0 |
| Unfunded | $0 | $0 | $0 | $0 | $34,000 | $0 | $0 |

AFFECTED AREA: Pleasant Hill

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: DA46 plan amendment needed before implementation of this project.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Grayson Creek Levee Rehabilitation at CCCSD Treatment Plant

WORK ORDER: 8348 ID: 107

PROJECT DESCRIPTION: Raise levees along Grayson Creek along STA 8+00 to 39+00 LT to improve level of protection at CCCSD treatment plant.

PROJECT NEED: Additional flood protection is desired at the CCCSD Treatment Plant from Grayson Creek. This is in addition to the 2007 project that increased flood protection to a 100-year design storm level.

SUPERVISOR DISTRICT: V

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

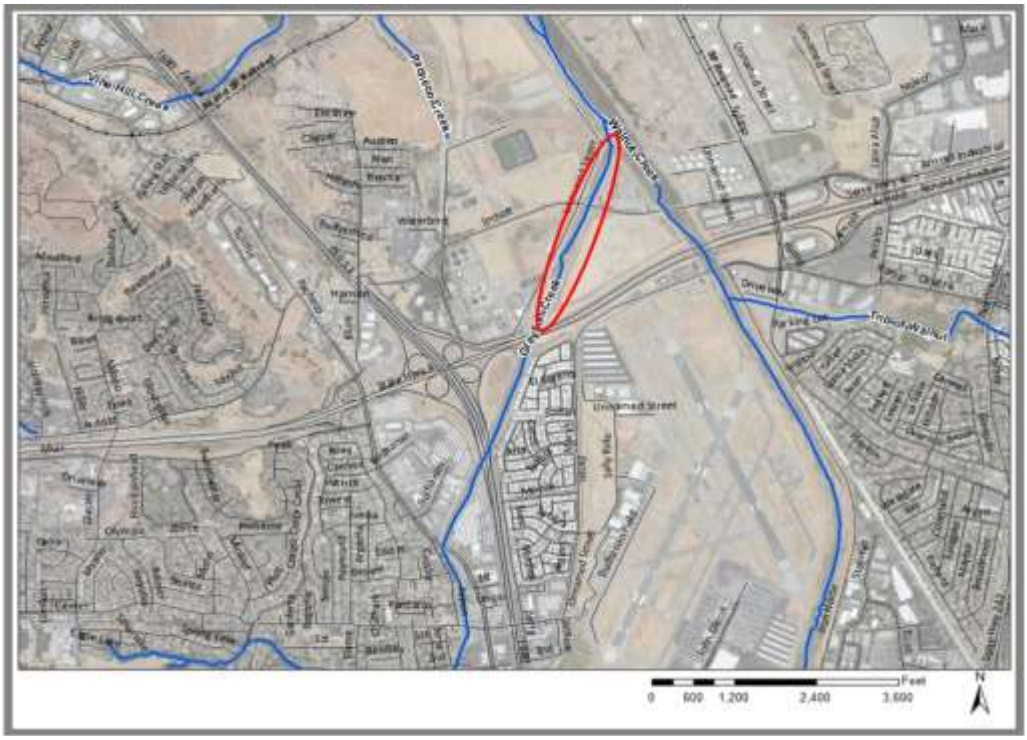
FUNDING SOURCE(S): Flood Control Zone 3B and CCCSD

TOTAL PROJECT COST: $2,572,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $280,000 | $292,000 | $1,800,000 | $200,000 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 3B | $140,000 | $146,000 | $900,000 | $100,000 | $0 | $0 | $0 |
| Other | $140,000 | $146,000 | $900,000 | $100,000 | $0 | $0 | $0 |

AFFECTED AREA: Martinez area, Unincorporated County




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Grayson Creek Channel Fence Rehabilitation

WORK ORDER: WO TBD ID: 108

PROJECT DESCRIPTION: Repair Fences along Grayson Creek concrete channel as part of our Creek and Channel Safety Program

PROJECT NEED: Existing fence posts are starting to rust and spalling concrete from the channel wall. This project would renovate existing fence posts and fence, rehabilitate the damaged concrete wall, and replace the failing fence with new material. This project would extend the useful life of the protective fenceline, as well as preventing further deterioration of the concrete wall as part of our Creek and Channel Safety Program.

SUPERVISOR DISTRICT: IV

PROGRAM TYPE: Public Safety

PROJECT PRIORITY: 3

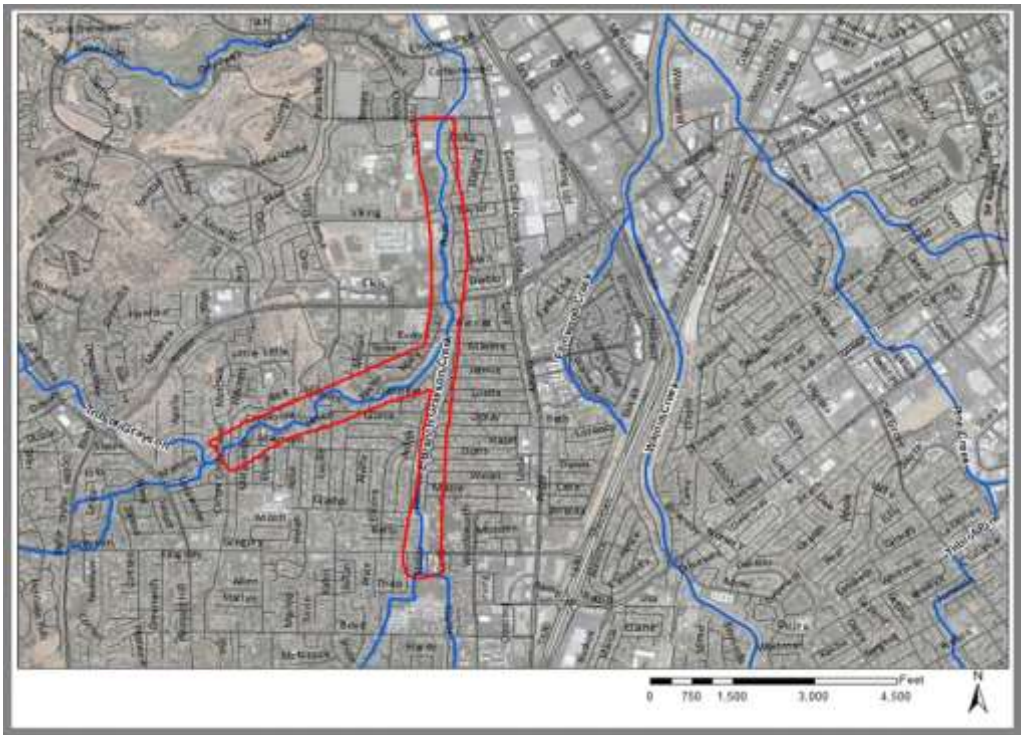
FUNDING SOURCE(S): Flood Control Zone 3B

TOTAL PROJECT COST: $500,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $500,000 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 3B | $0 | $0 | $0 | $500,000 | $0 | $0 | $0 |

AFFECTED AREA: Pleasant Hill




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Grayson Creek Sediment Removal

WORK ORDER: 8334 ID: 109

PROJECT DESCRIPTION: Remove accumulated sediment from Grayson creek between confluence with Walnut Creek to Chilpancingo Parkway (about 9,000 linear feet in selected areas)

PROJECT NEED: Remove accumulated sediment to restore design flood capacity of the channel. Exact areas to be desilted will be determined with a pre-design topographic silt survey.

SUPERVISOR DISTRICT: IV & V

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

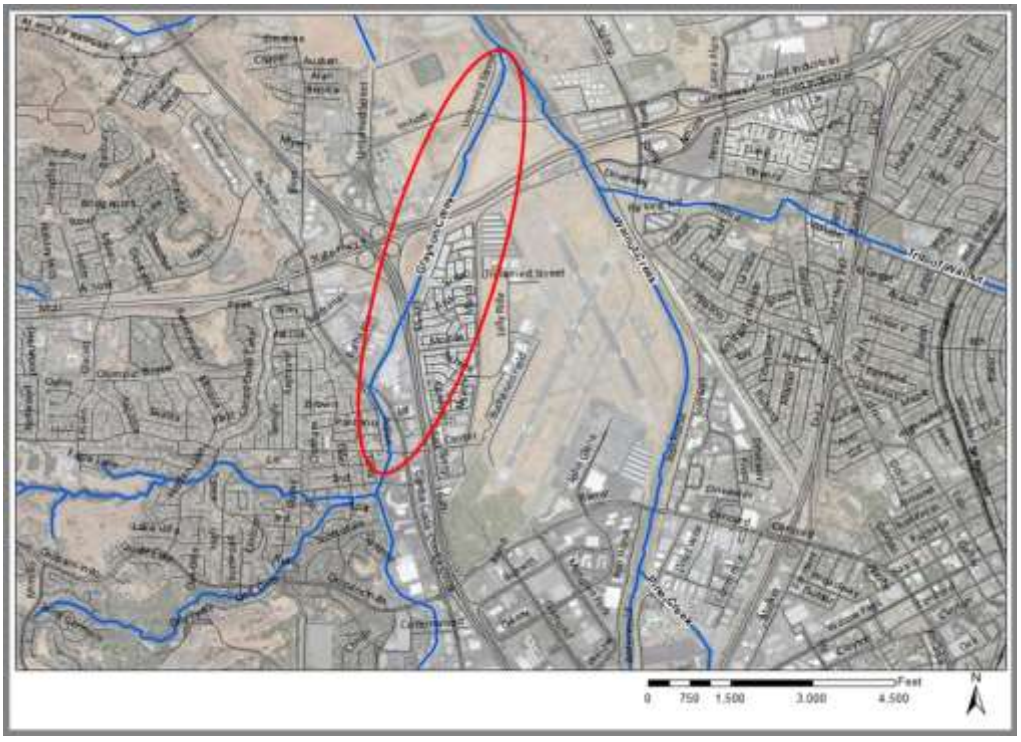
FUNDING SOURCE(S): Flood Control Zone 3B

TOTAL PROJECT COST: $2,005,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $20,000 | $125,000 | $1,860,000 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 3B | $20,000 | $125,000 | $1,860,000 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Pleasant Hill, Pacheco




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: Portions of this area was last desilted in 2006. Effort shared with Walnut Creek desilt (#118)

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Lower Walnut Creek Restoration Project

WORK ORDER: 8285 ID: 110

PROJECT DESCRIPTION: Transform Lower Walnut Creek from an antiquated, difficult to maintain, legacy USACE facility into a sustainable, environmentally sensitive facility for the next 50 years. Project includes modification of project levees, acquisition of flowage easements and possible reconfiguration of the channel conveyance to better accommodate sediment and habitat.

PROJECT NEED: The Lower Walnut Creek project incorporates a new way of approaching the traditional methods of operating and maintaining a flood control facility. This alternative approach moves away from the single purpose, flood protection USACE design, to a sustainable, environmentally sensitive plan that will restore appropriate floodplains and habitat in the area.

SUPERVISOR DISTRICT: V

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

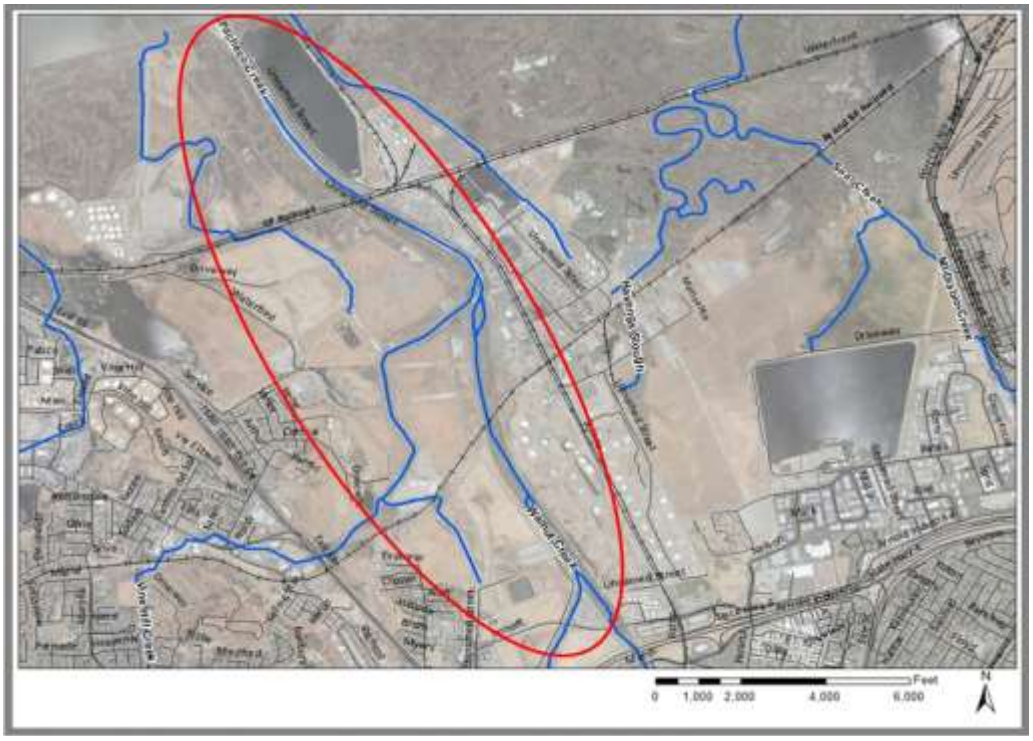
FUNDING SOURCE(S): Flood Control Zone 3B and Regional, State and federal Grant Funds (TBD)

TOTAL PROJECT COST: $41,630,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $340,000 | $692,000 | $762,000 | $13,950,000 | $500,000 | $450,000 | $450,000 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 3B | $165,000 | $292,000 | $525,000 | $4,700,000 | $0 | $0 | $0 |
| Grants | $175,000 | $400,000 | $237,000 | $1,250,000 | $0 | $0 | $0 |
| Unfunded | $0 | $0 | $0 | $8,000,000 | $500,000 | $450,000 | $450,000 |

AFFECTED AREA: Martinez, Pacheco, Concord




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: Signature District project. Prior and future year expenditures not shown. Existing grants received from CDFW and EPA. Anticipated future grants to cover unfunded.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Pacheco Marsh Restoration

WORK ORDER: 8494 ID: 111

PROJECT DESCRIPTION: Project is another name for the North Reach of Lower Walnut Creek (CIP#110.) Pacheco Marsh is unique in that it has different partners for restoration than the rest of LWC and, as such, is worthy of a separate CIP designation. This project intends to directly follow implementation of LWC Restoration (CIP#110) and will provide recreational amenities, additional habitat creation and long term stewardship of the site.

PROJECT NEED: A restored Pacheco Marsh will provide 126 acres of quality habitat for a number of rare and endangered species, as well as passive recreation amenities.

SUPERVISOR DISTRICT: V

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 1

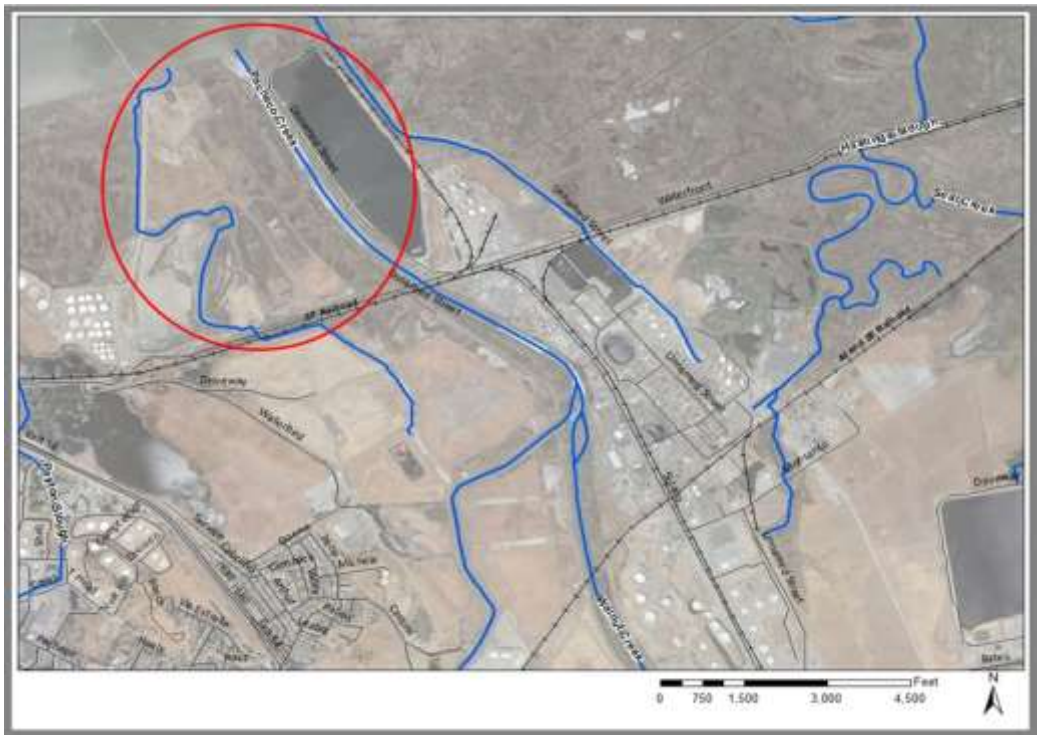
FUNDING SOURCE(S): Flood Control Zone 3B + funds from EBRPD, John Muir Land Trust, and future state and federal grants (TBD)

TOTAL PROJECT COST: $10,895,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $75,000 | $5,675,000 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 3B | $0 | $0 | $0 | $75,000 | $75,000 | $0 | $0 |
| Unfunded | $0 | $0 | $0 | $0 | $5,600,000 | $0 | $0 |

AFFECTED AREA: Martinez




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: reference "Pacheco Marsh Public Access Plan-draft Vision Concepts", Alternative B (Placeworks. 4/102017) for details. Anticipate John Muir Land Trust funds to cover unfunded amount.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Update DA 10 for Danville Area

WORK ORDER: 8302 ID: 113

PROJECT DESCRIPTION: Update Drainage Area 10 Plan for Danville and develop a project for implementing the remaining elements of the drainage area plan in coordination with the Town of Danville

PROJECT NEED: This project is needed to update existing drainage plan and determine future drainage improvements and related costs.

SUPERVISOR DISTRICT: II

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 4

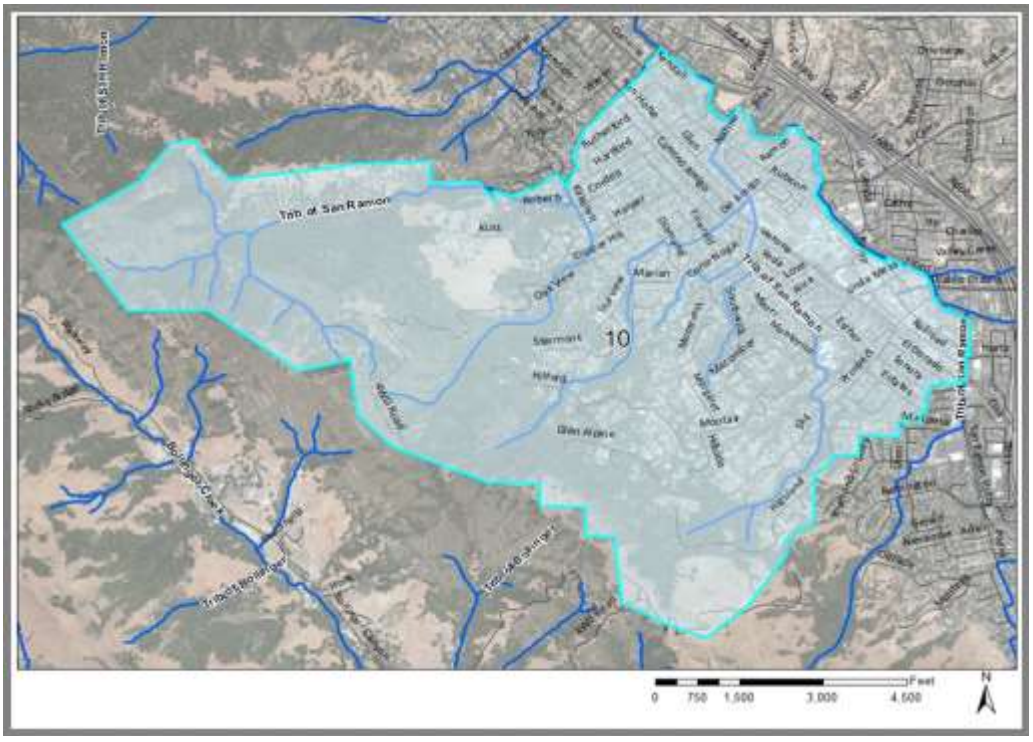
FUNDING SOURCE(S): Drainage Area funds

TOTAL PROJECT COST: $86,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $17,000 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 10 | $0 | $0 | $17,000 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Danville




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE: Prior year expenditures not shown.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Update DA 13 Plan for Western Alamo

WORK ORDER: 8303 ID: 114

PROJECT DESCRIPTION: Update the DA13 drainage plan and related costs

PROJECT NEED: The adopted DA13 plan is old, and it does not reflect the current needs of the community. This project would update the plan so it is relevant, current, and ensures DA13 fees and ad valorem revenue are adequate to implement the needed capital projects.

SUPERVISOR DISTRICT: II

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 3

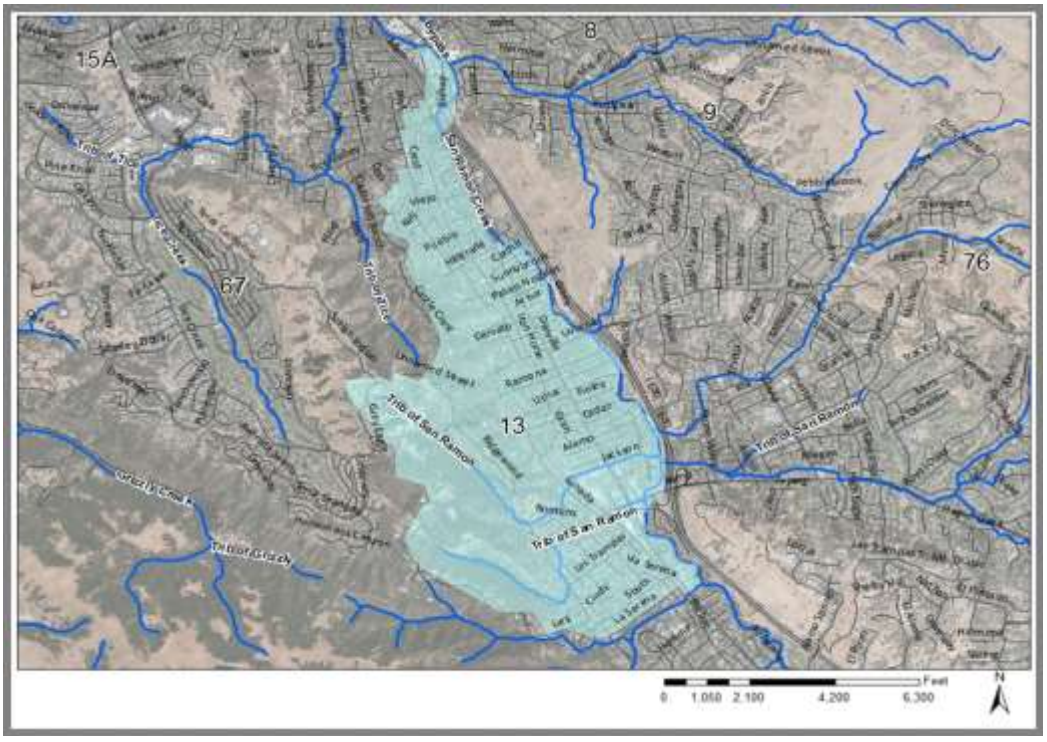
FUNDING SOURCE(S): Drainage Area 13 ad-valorem tax and drainage fee funds

TOTAL PROJECT COST: $174,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $33,000 | $0 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 13 | $0 | $33,000 | $0 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Alamo




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): No

NOTE: Prior year expenditures not shown.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Walnut Creek Sediment Removal - Clayton Valley Drain to Drop Structure 1

WORK ORDER: 8334 ID: 118

PROJECT DESCRIPTION: Remove accumulated sediment from upland benches in Walnut Creek to restore channel capacity and restore wetlands

PROJECT NEED: Remove accumulated sediment to restore design flood capacity of the channel. Exact areas to be desilted will be determined with a pre-design topographic silt survey.

SUPERVISOR DISTRICT: IV

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

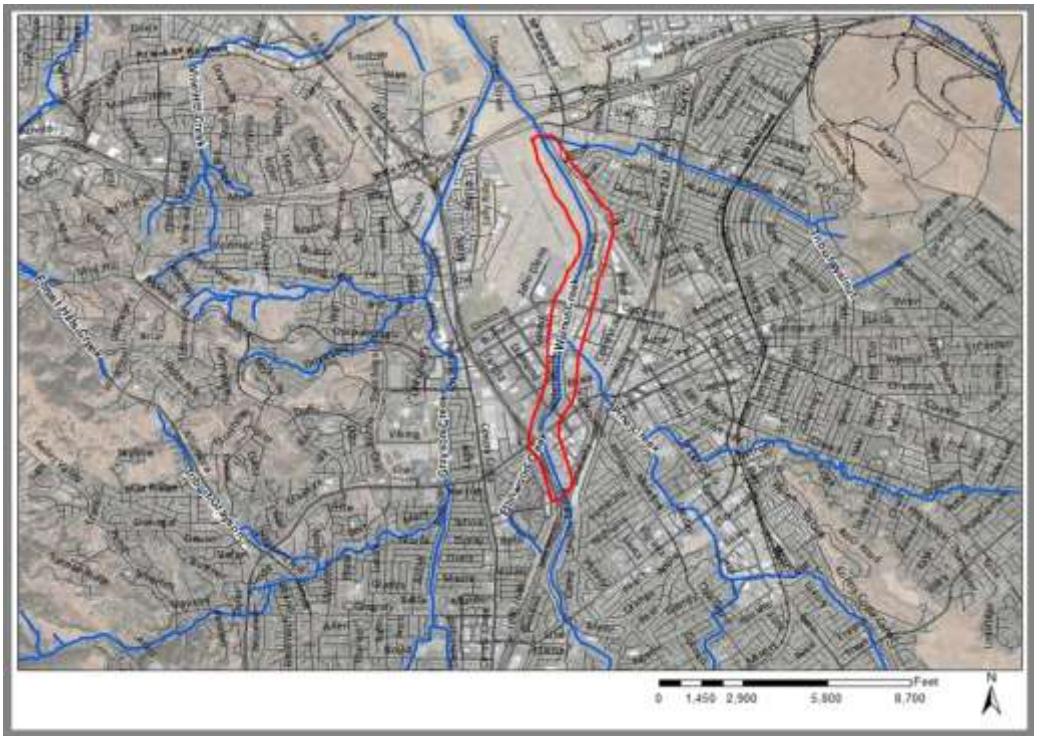
FUNDING SOURCE(S): Flood Control Zone 3B

TOTAL PROJECT COST: $4,525,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $50,000 | $125,000 | $4,250,000 | $100,000 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 3B | $50,000 | $125,000 | $4,250,000 | $100,000 | $0 | $0 | $0 |

AFFECTED AREA: Concord, Pleasant Hill




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: Effort shared with Grayson desilt (#109)

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Kubicek Basin Sediment Removal

WORK ORDER: WO TBD ID: 121

PROJECT DESCRIPTION: Remove sediment and restore habitat to ensure basin continues to function as designed

PROJECT NEED: The Pine Creek Detention Basin -- now known as the Kubicek Basin -- was designed for sediment storage. This sediment needs to be periodically removed to ensure proper functioning of the basin. Sediment has not been removed since the basin was constructed in the 1970s.

SUPERVISOR DISTRICT: IV

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 3

FUNDING SOURCE(S): Flood Control Zone 3B

TOTAL PROJECT COST: $88,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $40,000 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 3B | $0 | $0 | $0 | $0 | $40,000 | $0 | $0 |

AFFECTED AREA: Walnut Creek, Concord

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: Prior year expenditures not shown.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Pine Creek Dam Seismic Assessment

WORK ORDER: 8346 ID: 122

PROJECT DESCRIPTION: Hire specialized consultant to assess seismic performance of existing dam and recommend retrofit improvements. Two-phase approach: start with hazard assessment, and proceed to more detailed geotechnical analysis if warranted.

PROJECT NEED: This project would identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: IV

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 3

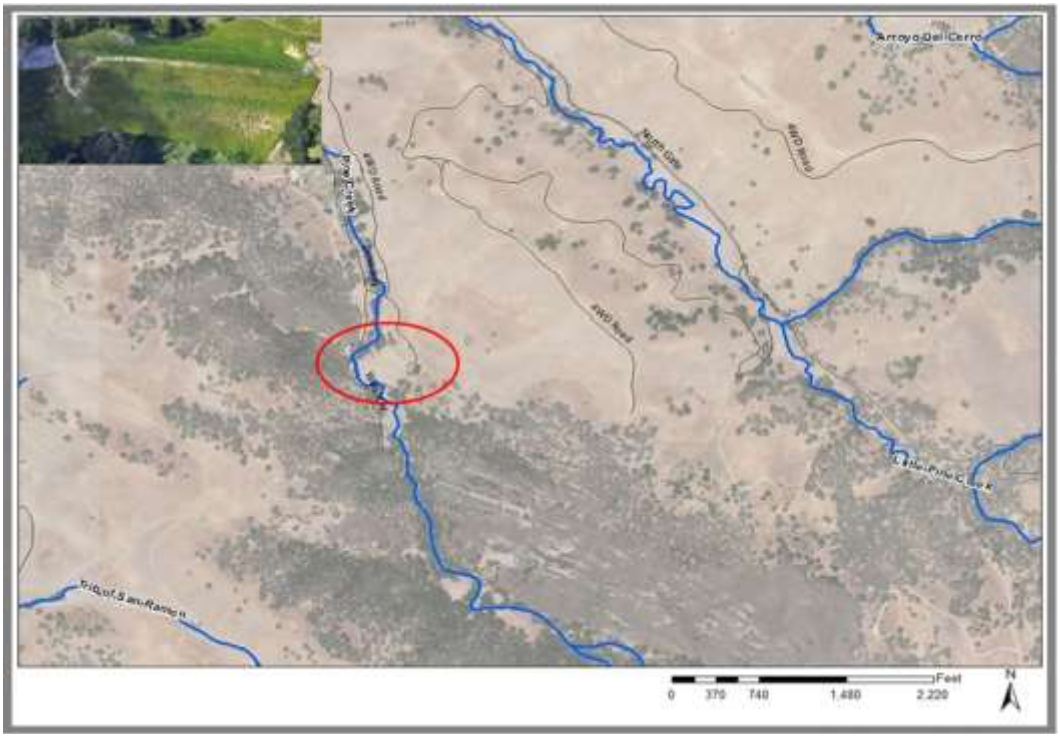
FUNDING SOURCE(S): Flood Control Zone 3B

TOTAL PROJECT COST: $300,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $110,000 | $190,000 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 3B | $0 | $0 | $0 | $110,000 | $190,000 | $0 | $0 |

AFFECTED AREA: Walnut Creek, Unincorporated County




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Pine Creek Reservoir Functional Assessment

WORK ORDER: WO TBD ID: 123

PROJECT DESCRIPTION: Conduct a assessment of the existing Pine Creek Dam to ensure it meets DSOD standards and still provides the proper hydraulic performance. Verify hydrologic design assumptions and compare to current development plans of the watershed. Determine if the downstream Kubicek Basin can hydraulically handle a situation where the Pine Creek Dam is removed and not replaced.

PROJECT NEED: Pine Creek dam is an older facility; need to ensure it meets current safety standards and rehabilitate if needed. This project would cover assessment only, and will be revisited if significant rehabilitation is found to be necessary.

SUPERVISOR DISTRICT: IV

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 3

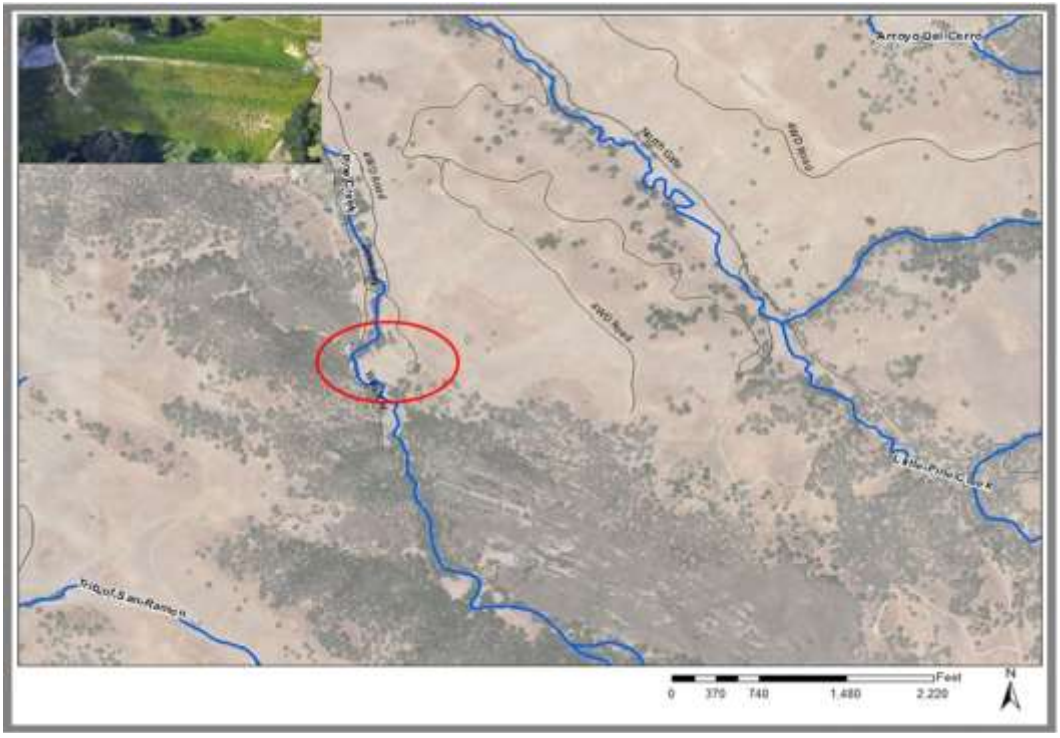
FUNDING SOURCE(S): Flood Control Zone 3B

TOTAL PROJECT COST: $143,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $143,000 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 3B | $0 | $0 | $143,000 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Walnut Creek, Unincorporated County




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: Assessment only; rehabilitation not included. Seismic evaluation is covered under a separate CIP entry because seismic work will likely be combined with other dams.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Galindo Creek Improvements

WORK ORDER: WO TBD ID: 127

PROJECT DESCRIPTION: Participate with City of Concord and USACE to construct a stormwater detention basin on Galindo Creek upstream of Ygnacio Valley Road (CSU East Bay Campus). Basin will be created with a modification to the existing headwall.

PROJECT NEED: This project would reduce flood risk to properties in the floodplain between Ygnacio Valley and the start of the concrete channel portion of Galindo Creek in the City of Concord. USACE and Concord have completed a federal reconnaissance study.

SUPERVISOR DISTRICT: IV

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 5

FUNDING SOURCE(S): Flood Control Zone 3B and the City of Concord

TOTAL PROJECT COST: $500,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $20,000 | $480,000 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 3B | $0 | $0 | $0 | $0 | $0 | $20,000 | $40,000 |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $440,000 |

AFFECTED AREA: Concord

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: Assume Concord will be the lead agency for CEQA/permits. Expect larger total project with additional funding by other partners. $500k is max FC Zone 3B contribution.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Flood Control Zone 3B Channels and Structures Conditions Assessment

WORK ORDER: 8353 ID: 130

PROJECT DESCRIPTION: Hire specialized consultants to assess conditions of existing facilities. Two-phase approach: start with initial assessment, and proceed to more detailed assessment as warranted.

PROJECT NEED: Need to identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: IV & V

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

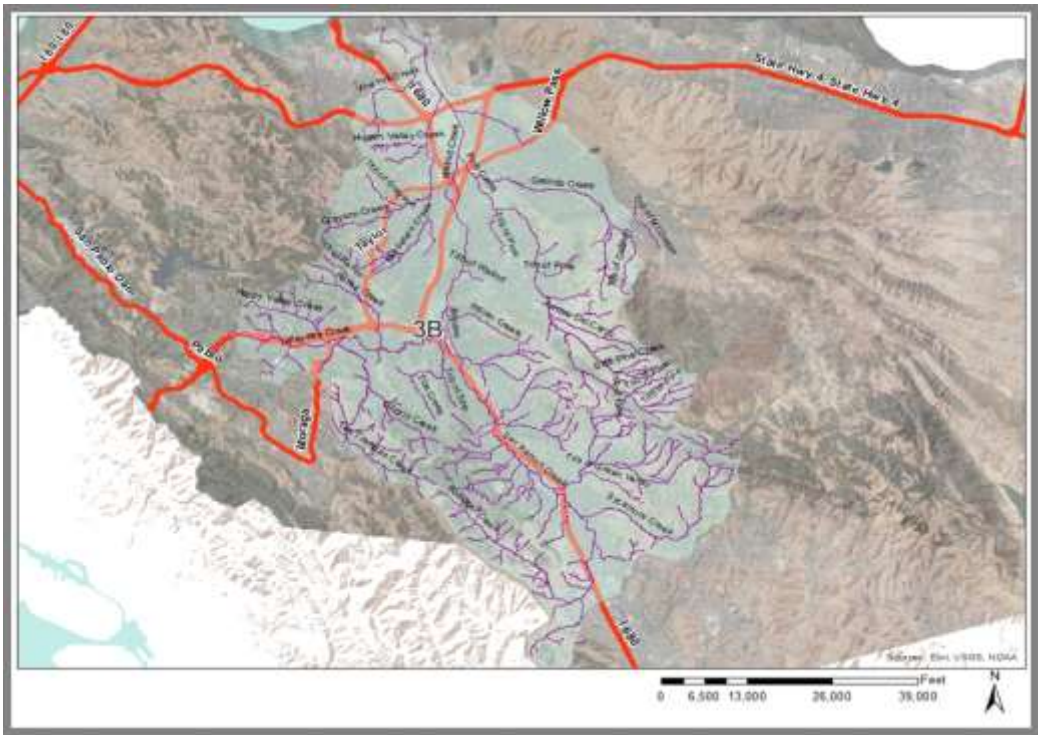
FUNDING SOURCE(S): Flood Control Zone 3B

TOTAL PROJECT COST: $915,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $375,000 | $400,000 | $140,000 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 3B | $375,000 | $400,000 | $140,000 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Pleasant Hill, Walnut Creek, Concord, and unincorporated.




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Canyon Lakes Facilities Conditions Assessment

WORK ORDER: 8361 ID: 132

PROJECT DESCRIPTION: Hire specialized consultants to assess conditions of existing facilities. Two-phase approach: start with initial assessment, and proceed to more detailed assessment as warranted.

PROJECT NEED: Need to identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: II

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

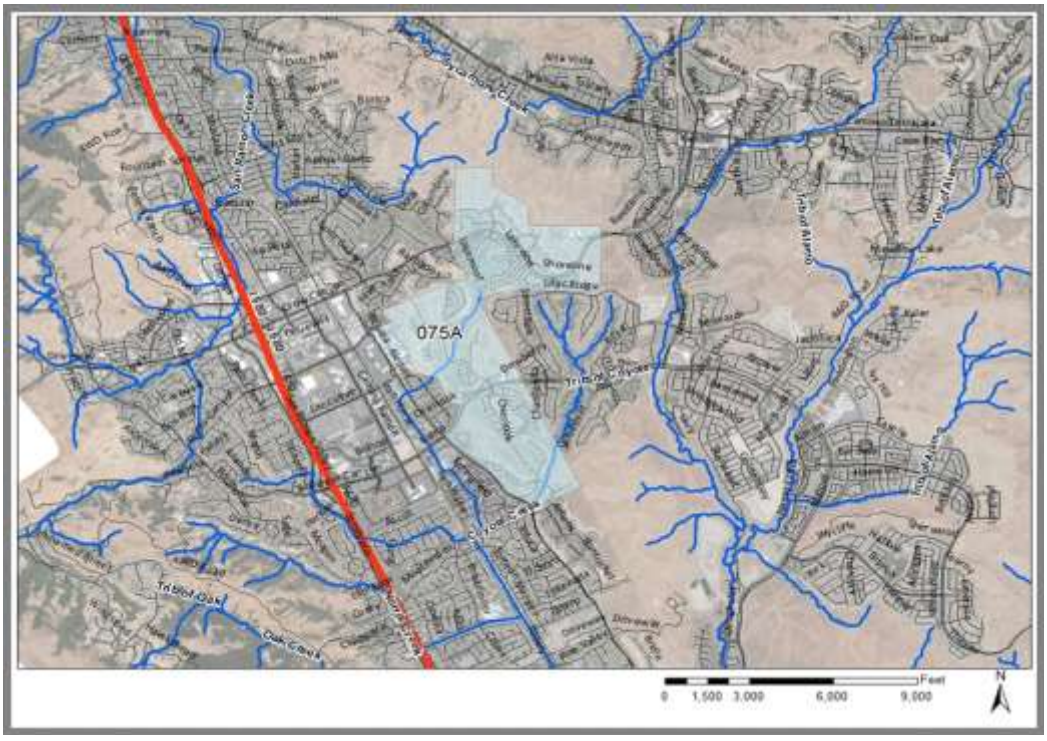
FUNDING SOURCE(S): DABA 75A

TOTAL PROJECT COST: $100,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $10,000 | $90,000 | $0 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 75A | $10,000 | $90,000 | $0 | $0 | $0 | $0 | $0 |

AFFECTED AREA: The City of San Ramon




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Rassier Ranch Basin Conditions Assessment

WORK ORDER: 8362 ID: 134

PROJECT DESCRIPTION: Hire specialized consultants to assess conditions of existing facilities. Two-phase approach: start with initial assessment, and proceed to more detailed assessment as warranted.

PROJECT NEED: Need to identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: II

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

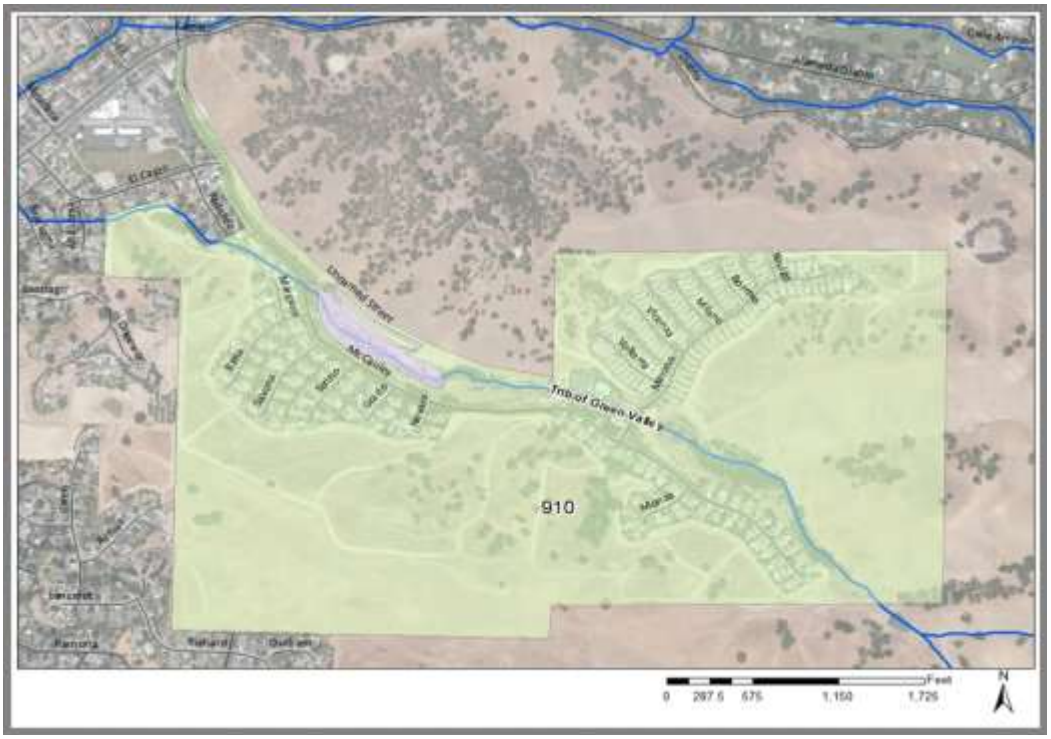
FUNDING SOURCE(S): DABA 910

TOTAL PROJECT COST: $26,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $26,000 | $0 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 910 | $0 | $26,000 | $0 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Danville




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: See #130.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Shadow Creek Basin Conditions Assessment

WORK ORDER: WO TBD ID: 136

PROJECT DESCRIPTION: Hire specialized consultants to assess conditions of existing facilities. Two-phase approach: start with initial assessment, and proceed to more detailed assessment as warranted.

PROJECT NEED: Need to identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

FUNDING SOURCE(S): DABA 1010A

TOTAL PROJECT COST: $30,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $30,000 | $0 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 1010A | $0 | $30,000 | $0 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Blackhawk

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: West Antioch Creek - DA55 Culverts at 10th Street

WORK ORDER: 8399 ID: 202

PROJECT DESCRIPTION: Fund construction of quadruple box culverts on West Antioch Creek at 10th Street by the City of Antioch.

PROJECT NEED: As reported by the City, this section of West Antioch Creek floods annually because of lack of capacity under 10th Street and through the old Ford Dealer. This project would help alleviate this flooding by constructing culverts with sufficient capacity and will connect to the previously widened channel downstream. The improvement of the channel upstream of 10th Street is a separate project in this CIP.

SUPERVISOR DISTRICT: V

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 2

FUNDING SOURCE(S): Local Funds (Drainage Area 55, City funds 50%), State Grants (IRWMP Prop 1E: 50%)

TOTAL PROJECT COST: $1,800,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $827,000 | $280,000 | $0 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 55 | $827,000 | $280,000 | $0 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Antioch

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE: City of Antioch is functional lead. DA55 contribution capped at $1.8 million per 2012 agreement with Antioch. (Prior year expenditures not shown.)

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Trembath Detention Basin

WORK ORDER: 8532 ID: 207

PROJECT DESCRIPTION: Design and construct Trembath Detention Basin. Trembath Basin is a new facility. Trembath Basin will be regulated by State Division of Dam Safety.

PROJECT NEED: This project is needed to provide flood protection in the lower watershed of East Antioch Creek in accordance with the adopted Drainage Area 56 (DA 56) plan.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 2

FUNDING SOURCE(S): Drainage Area 56 (Org 7566)

TOTAL PROJECT COST: $11,690,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $90,000 | $225,000 | $1,050,000 | $450,000 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 56 | $90,000 | $225,000 | $1,050,000 | $450,000 | $0 | $0 | $0 |

AFFECTED AREA: Antioch

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE: Prior and future year expenditures not shown.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Lindsey Basin Finalization Tasks & R/W Transfer

WORK ORDER: 8126 ID: 208

PROJECT DESCRIPTION: Develop an Operations & Maintenance manual and convey basin right of way to the City of Antioch for perpetual ownership and maintenance. Generate legal description of property to be conveyed to separate basin from developable remainder parcels.

PROJECT NEED: This is a completed non-regional facility and needs to be conveyed to the local city for ownership and maintenance.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 5

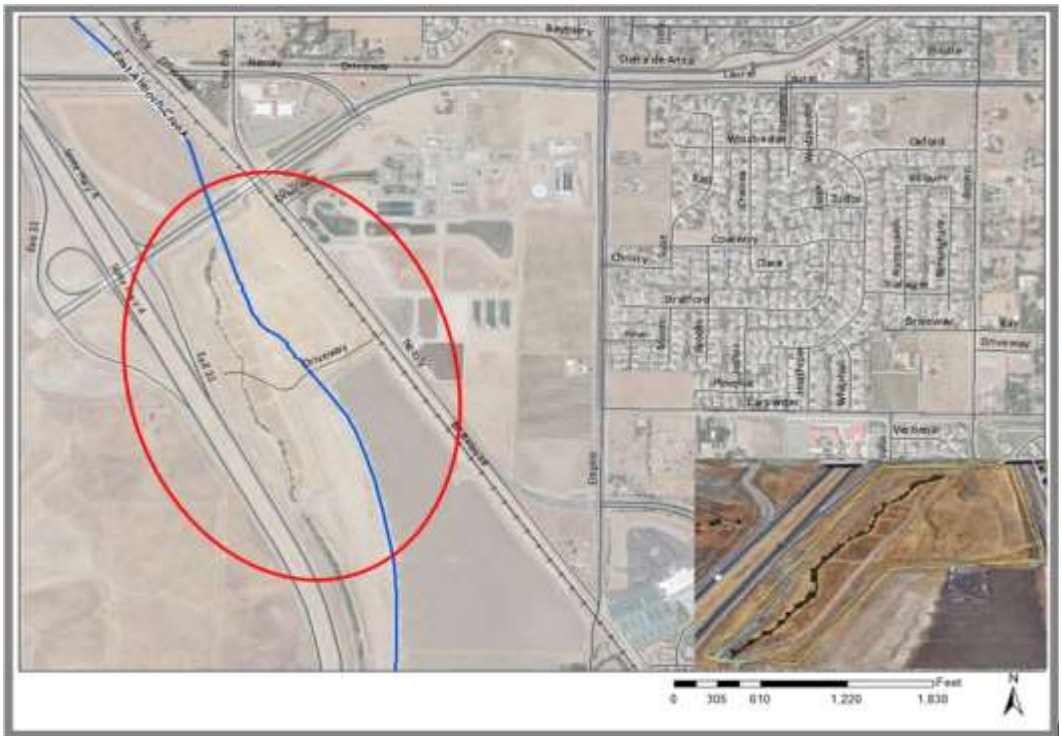
FUNDING SOURCE(S): DA 56 funds (Org 7566)

TOTAL PROJECT COST: $258,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $11,000 | $33,000 | $16,000 | $6,000 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 56 | $0 | $0 | $11,000 | $33,000 | $16,000 | $6,000 | $0 |

AFFECTED AREA: Antioch



EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO (predates HCP adoption)

NOTE: Basin substantially completed in 2006 as part of Segment 1 of the SR4 Bypass. Still need to construct spillway across future Slaten Ranch Road.(Prior year expenditures not shown.)

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Develop Revenue Generating Sites at Lindsey Basin

WORK ORDER: WO TBD ID: 209

PROJECT DESCRIPTION: Prepare conceptual plans and a cost estimate for the development of the two District-owned remainder parcels near the Lindsey Basin. Market the parcels to generate maximum long-term revenue for the Drainage Area and / or the District.

PROJECT NEED: The Lindsey Detention Basin was designed for future re-use of spoil disposal sites as revenue-generating development. This project will facilitate this long-planned development. Project timing is a rough estimate; actual development depends on the commercial real estate market.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 5

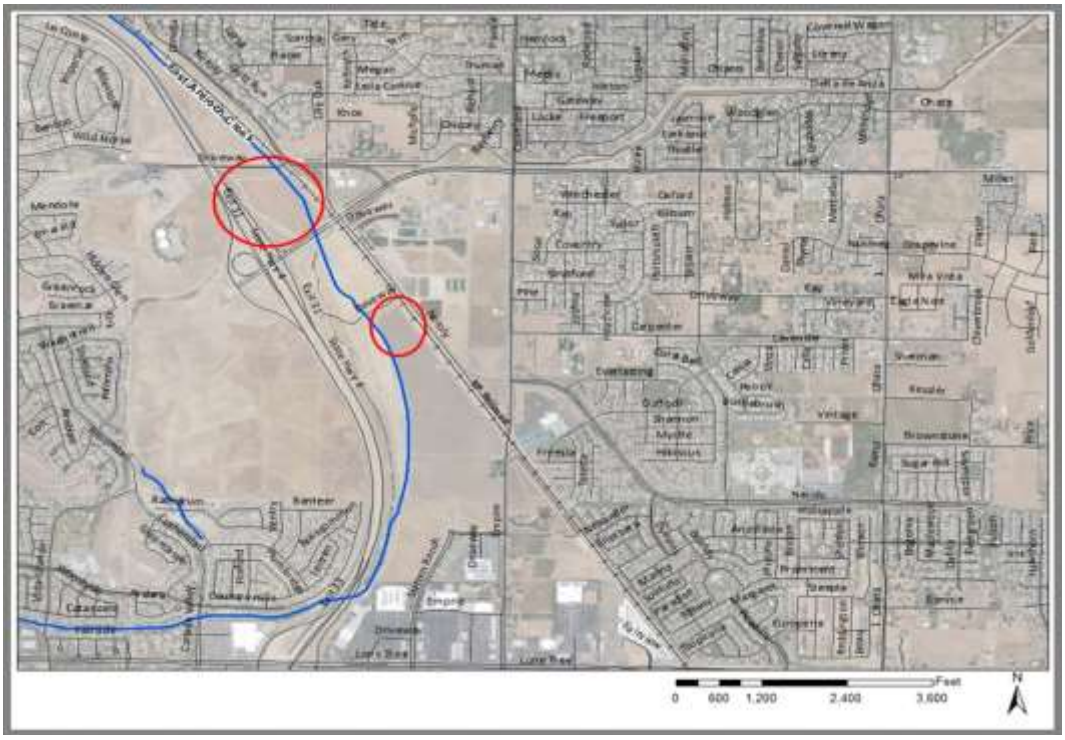
FUNDING SOURCE(S): Drainage Area funds (Org,7566)

TOTAL PROJECT COST: $593,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $17,000 | $17,000 | $99,000 | $102,000 | $102,000 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 56 | $0 | $0 | $17,000 | $17,000 | $99,000 | $102,000 | $102,000 |

AFFECTED AREA: Antioch




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: Future year expenditures not shown.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Marsh Creek Reservoir Seismic Assessment

WORK ORDER: 8355 ID: 210

PROJECT DESCRIPTION: Hire specialized consultant to assess seismic performance of existing dam and recommend retrofit improvements, if needed. Two-phase approach: start with hazard assessment, and proceed to more detailed geotechnical analysis if warranted.

PROJECT NEED: Need to identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 3

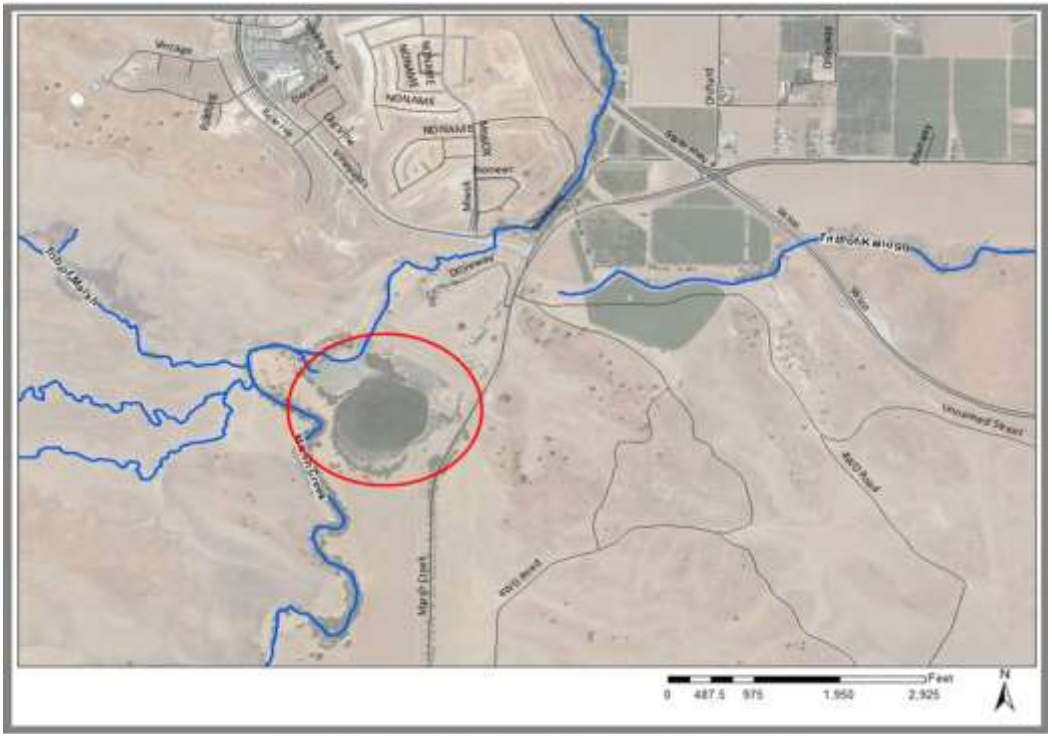
FUNDING SOURCE(S): Flood Control Zone 1

TOTAL PROJECT COST: $330,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $130,000 | $160,000 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 1 | $0 | $130,000 | $160,000 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Brentwood




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Dry Creek Reservoir Seismic Assessment

WORK ORDER: WO TBD ID: 211

PROJECT DESCRIPTION: Hire specialized consultant to assess seismic performance of existing dam embankments and recommend retrofit improvements, if needed. Two-phase approach: start with hazard assessment, and proceed to more detailed geotechnical analysis if warranted.

PROJECT NEED: Need to identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 3

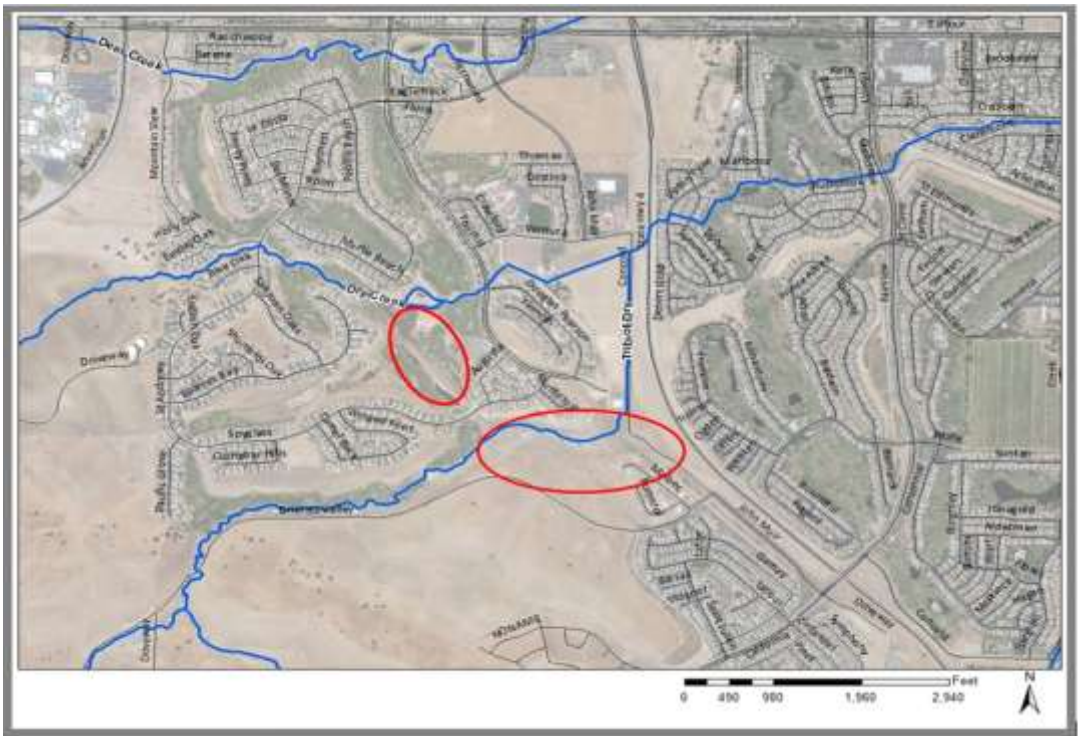
FUNDING SOURCE(S): Flood Control Zone 1

TOTAL PROJECT COST: $360,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $140,000 | $210,000 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 1 | $0 | $0 | $0 | $0 | $0 | $140,000 | $210,000 |

AFFECTED AREA: Brentwood




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Deer Creek Reservoir Seismic Assessment

WORK ORDER: 8355 ID: 212

PROJECT DESCRIPTION: Hire specialized consultant to assess seismic performance of existing dam and recommend retrofit improvements, if needed. Two-phase approach: start with hazard assessment, and proceed to more detailed geotechnical analysis if warranted.

PROJECT NEED: Need to identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 2

FUNDING SOURCE(S): Flood Control Zone 1

TOTAL PROJECT COST: $200,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $90,000 | $160,000 | $0 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 1 | $90,000 | $160,000 | $0 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Brentwood

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Marsh Creek Reservoir Capacity and Habitat Restoration

WORK ORDER: 8495 ID: 213

PROJECT DESCRIPTION: Assess reservoir condition and habitat condition of impoundment area. Develop restoration plan that: maintains or improves level of flood protection, improves surrounding habitat, is compatible with surrounding state park uses, deals appropriately with accumulated mercury and accommodates mercury that will arrive at the basin in the next 50 years. After proper approvals and CEQA analysis, implement the preferred alternative.

PROJECT NEED: Marsh Creek Reservoir was constructed in 1964 as a single-purpose facility and has reduced flood risks. Now nearing a half-century of use, the reservoir has poor water quality (impacted by mercury). With the opening of the state park on surrounding lands, there is an increased pressure to allow public access. A comprehensive restoration plan is needed to guide operations of this facility and development of future projects for the next 50 years.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 3

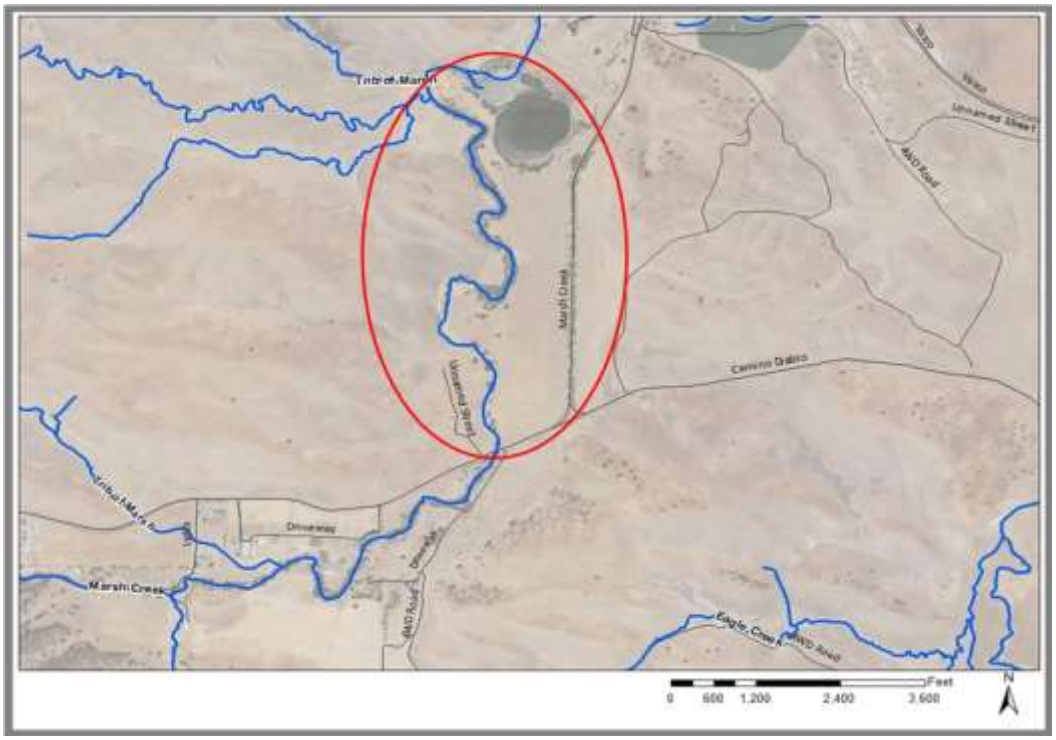
FUNDING SOURCE(S): Flood Control Zone 1, future grant funds

TOTAL PROJECT COST: $5,500,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $55,521 | $0 | $129,000 | $109,000 | $468,000 | $4,480,000 | $210,000 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 1 | $55,521 | $0 | $129,000 | $109,000 | $468,000 | $1,500,000 | $210,000 |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $2,980,000 | $0 |

AFFECTED AREA: Oakley, Brentwood




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): Yes

NOTE: Plan implementation may be delayed depending on other priorities for FC Zone 1 funds, (Future year expenditures not shown.)

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Marsh Creek Supplemental Capacity

WORK ORDER: WO TBD ID: 215

PROJECT DESCRIPTION: Raise channel banks, levees and construct floodwalls to improve flood protection

PROJECT NEED: A 2010 District study identified the need for additional channel capacity upon ultimate development of the watershed. This project is needed to ensure 100-year storms are contained in the channel without overtopping and flooding adjacent neighborhoods.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 3

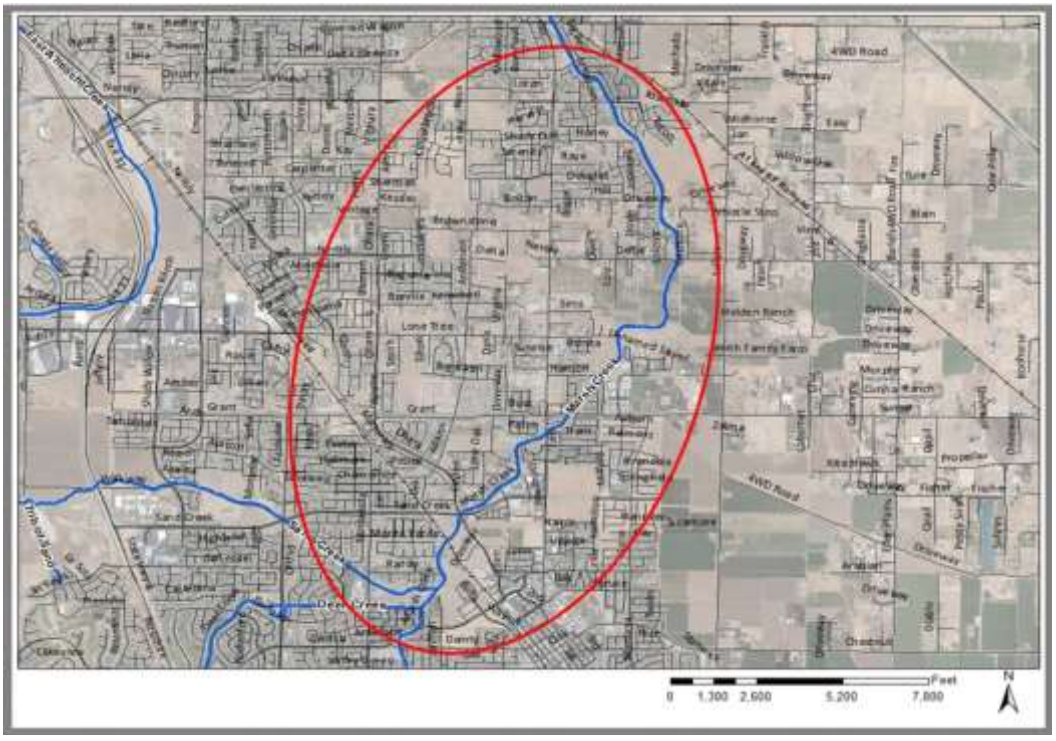
FUNDING SOURCE(S): Flood Control Zone 1, Drainage Area 130, future grant funds

TOTAL PROJECT COST: $3,664,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $11,000 | $77,000 | $578,000 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 130 | $0 | $0 | $0 | $0 | $11,000 | $77,000 | $578,000 |

AFFECTED AREA: Oakley, Brentwood




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE: See the 2010 study on file to contain 100-year flood flows and contain 50-year flood flows with freeboard. (Future year expenditures not shown.)

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Marsh Creek Widening Between Dainty Avenue and Sand Creek

WORK ORDER: 8466 ID: 216

PROJECT DESCRIPTION: Widen sections of the Marsh Creek Channel to improve peak flood capacity. Reconstruct access roads / trails, and construct a large retaining wall along the left bank

PROJECT NEED: Marsh Creek in this vicinity does not have capacity to contain the 100-year event, or the 50-year event with freeboard. Additional channel capacity is needed. This project is the second phase of the project at Dainty Road (and upstream) that was built in the late 1990s. This project is developed in collaboration with and is part of the larger Three Creeks Parkway Restoration Project.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 1

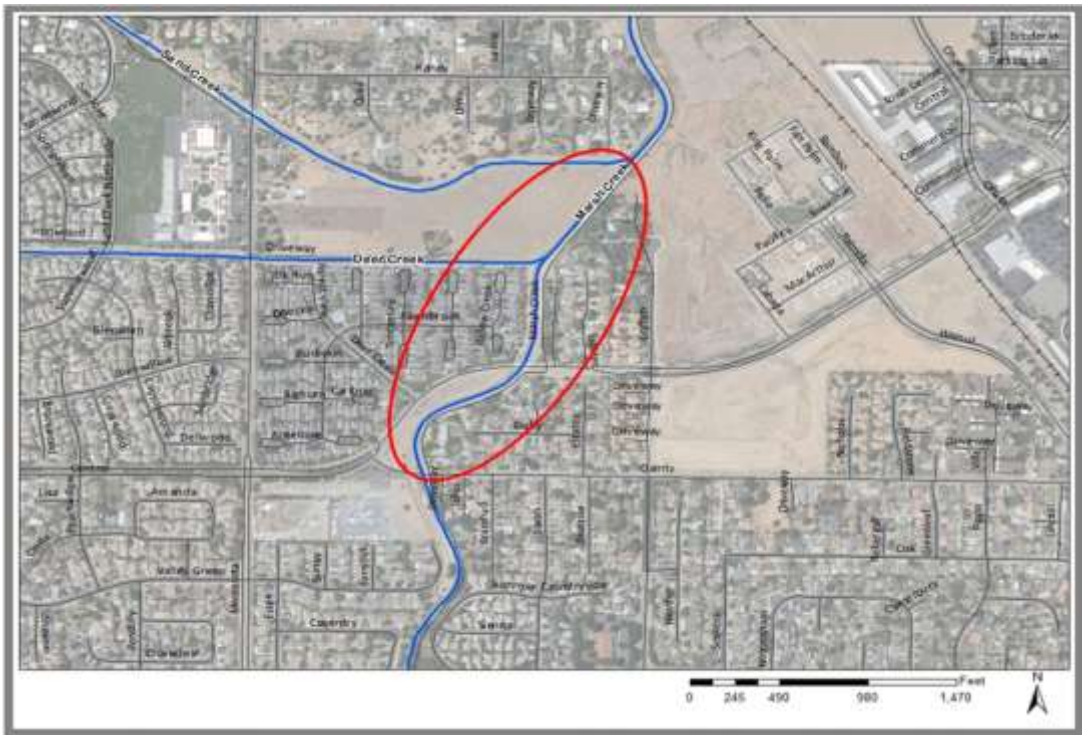
FUNDING SOURCE(S): Flood Control Zone 1 and Drainage Area 130

TOTAL PROJECT COST: $2,564,800

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $52,100 | $200,000 | $1,734,000 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 1 | $26,050 | $100,000 | $867,000 | $0 | $0 | $0 | $0 |
| Drainage Area 130 | $26,050 | $100,000 | $867,000 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Oakley, Brentwood




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Deer Creek Reservoir Expansion

WORK ORDER: 8447 ID: 217

PROJECT DESCRIPTION: Excavate the storage area of the existing Deer Creek Reservoir to increase stormwater holding capacity and reduce flood flows downstream

PROJECT NEED: This project would increase storage capacity of Deer Creek Reservoir to protect downstream properties from flooding. Work to date has established that it is more beneficial to expand the future storage volume behind the existing dam by selectively excavating the storage area rather than raising the dam.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 3

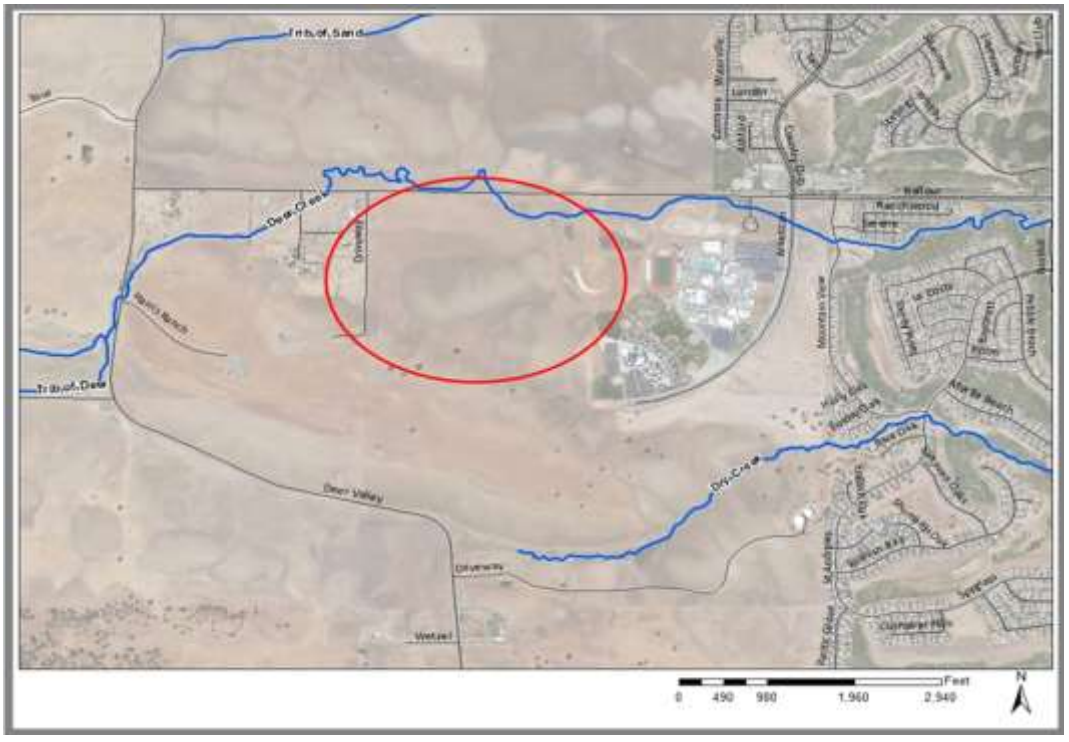
FUNDING SOURCE(S): Drainage Area 130, possible Flood Control Zone 1

TOTAL PROJECT COST: $6,072,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $22,000 | $11,000 | $66,000 | $88,000 | $594,000 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 130 | $0 | $0 | $22,000 | $11,000 | $66,000 | $88,000 | $594,000 |

AFFECTED AREA: Oakley, Brentwood




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Deer Creek Reservoir Expansion - R/W Acquisition

WORK ORDER: 8463 ID: 218

PROJECT DESCRIPTION: Acquire additional land rights over area currently encumbered only by a flowage easement. This is needed for expansion of the storage area of the Deer Creek Reservoir, located south of Balfour Road in Brentwood.

PROJECT NEED: Need to retain additional stormwater in Deer Creek Reservoir to protect downstream properties. Instead of raising the dam, the plan is to expand the storage volume behind the existing dam by selectively excavating the storage area. The existing flowage easement is insufficient to do so; need to upgrade flowage easement into a drainage easement.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 3

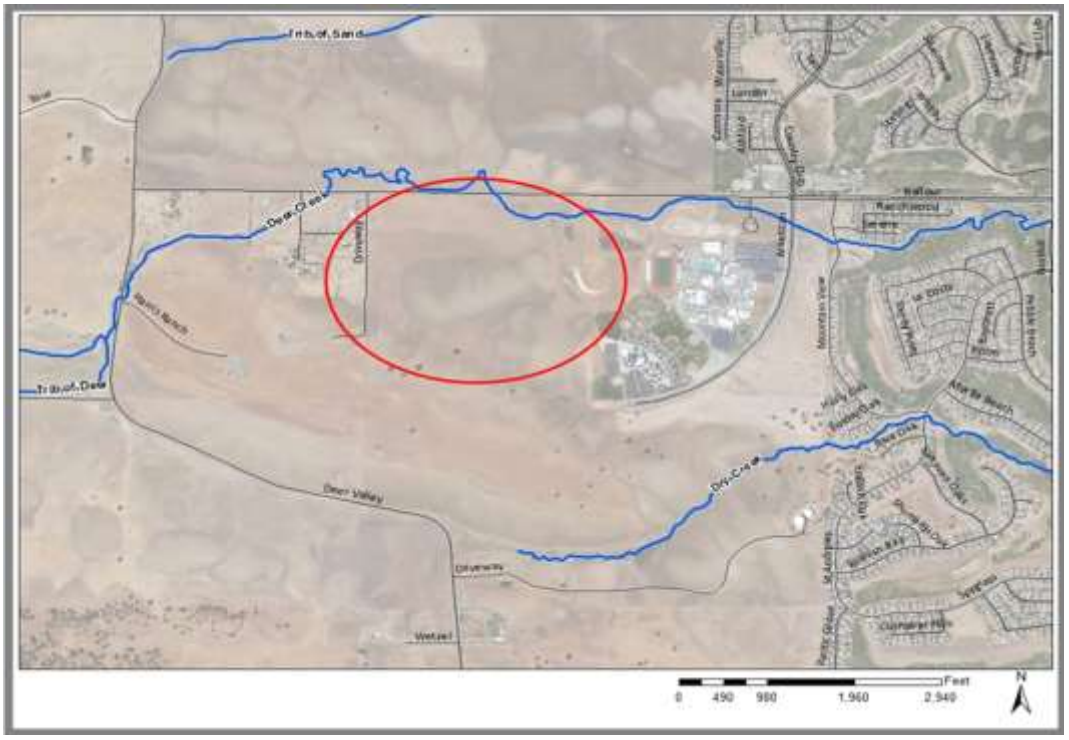
FUNDING SOURCE(S): Drainage Area 130, possible Flood Control Zone 1

TOTAL PROJECT COST: $214,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $28,000 | $149,000 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 130 | $0 | $0 | $0 | $28,000 | $149,000 | $0 | $0 |

AFFECTED AREA: Brentwood




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): N/A

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Upper Sand Creek Basin Surplus Material

WORK ORDER: 8517 ID: 220

PROJECT DESCRIPTION: Coordinate removal of Upper Sand Creek Basin material by others, separate from main USCB contract. Includes material removed in advance of construction as well as material removed post construction. Common customers include contractors, developers and other agencies needing high quality fill material.

PROJECT NEED: Brokering dirt removal in this way typically represents an excellent value (in cost/yd3) for the District. Interest in material (and thus cost) is highly dependent on the economy. Each cubic yard of material removed gets the basin incrementally closer to its ultimate volume at a reduced cost per cubic yard.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 2

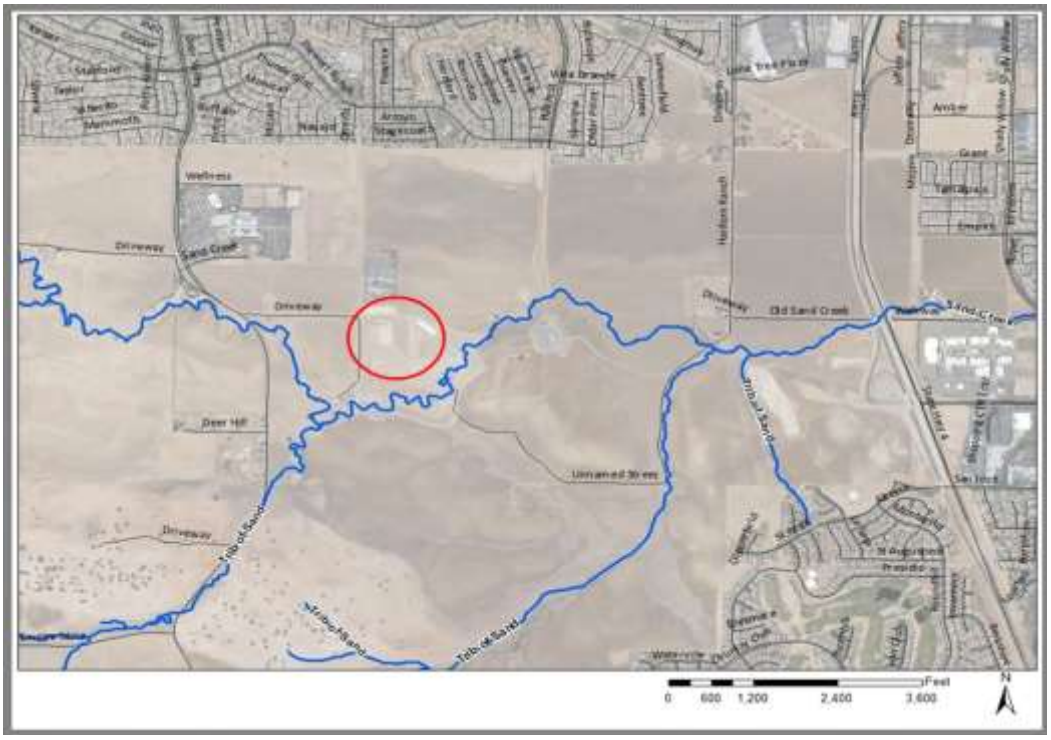
FUNDING SOURCE(S): DA 130, FC Zone 1

TOTAL PROJECT COST: $458,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $10,000 | $72,000 | $11,000 | $66,000 | $11,000 | $66,000 | $11,000 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 130 | $10,000 | $72,000 | $11,000 | $66,000 | $11,000 | $66,000 | $11,000 |

AFFECTED AREA: Antioch




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE: Prior and future expenditures not shown.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Lower Sand Creek Basin Construction

WORK ORDER: 8492 ID: 222

PROJECT DESCRIPTION: Construct a 300 ac-ft regional detention basin on Sand Creek. The existing 40 ac-ft basin will be converted into an 300 ac-ft offline basin with new intake structure, primary and emergency spillways, low flow channel and riparian mitigation area.

PROJECT NEED: In conjunction with the Upper Sand Creek Basin, this lower basin will reduce stormwater flows in Sand Creek and in Marsh Creek. With the upper basin in place, the 100 year 12 hour flow rate is 1230 cfs. Once completed, the lower basin will reduce this flow rate to 209 cfs, and provide improved flood protection for Brentwood and Oakley.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 3

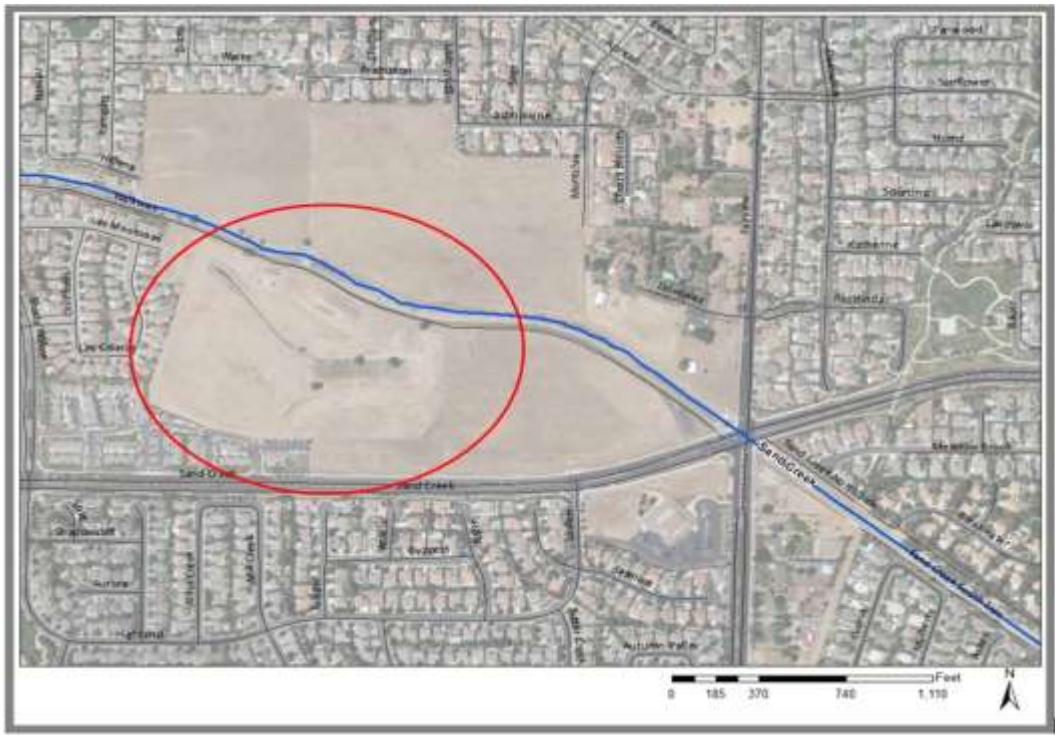
FUNDING SOURCE(S): Drainage Area 130, possible future Federal, State and local grants, Flood Control Zone 1

TOTAL PROJECT COST: $7,103,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $20,000 | $20,000 | $61,000 | $116,000 | $583,000 | $424,000 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 130 | $0 | $20,000 | $20,000 | $61,000 | $116,000 | $583,000 | $424,000 |

AFFECTED AREA: Oakley, Brentwood




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Marsh Creek and Sand Creek Structures Conditions Assessment

WORK ORDER: 8360 ID: 227

PROJECT DESCRIPTION: Hire specialized consultants to assess conditions of existing facilities. Two-phase approach: start with initial assessment, and proceed to more detailed assessment as warranted.

PROJECT NEED: Need to identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

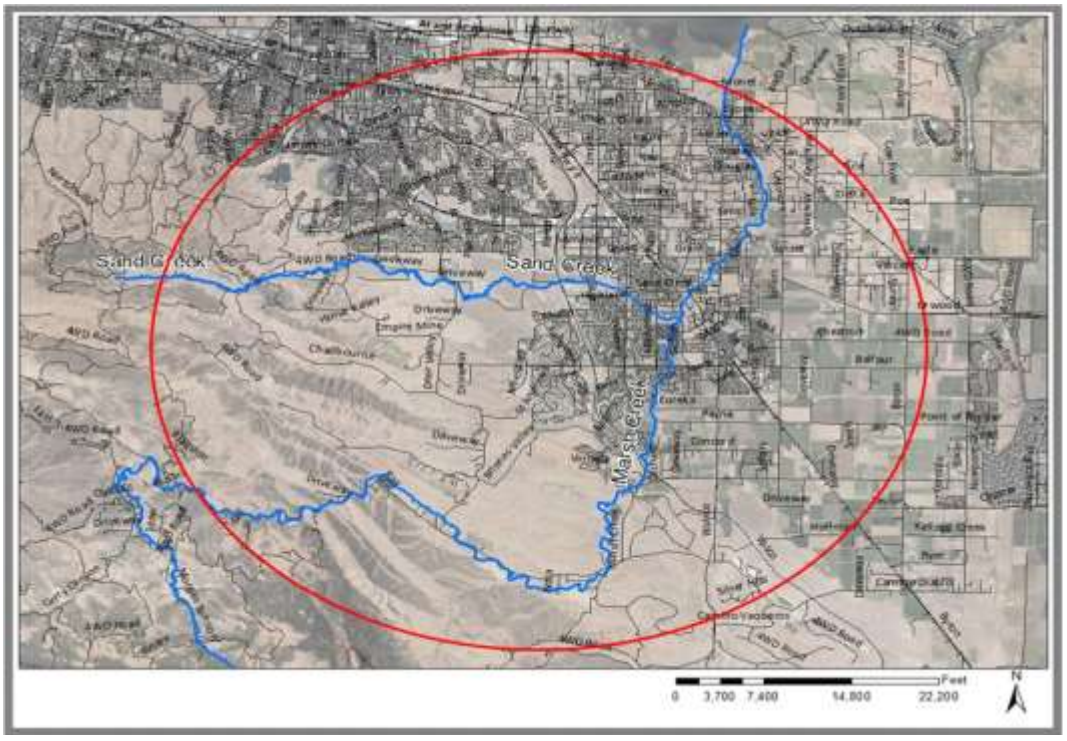
FUNDING SOURCE(S): Flood Control Zone 1

TOTAL PROJECT COST: $510,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $310,000 | $200,000 | $0 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 1 | $310,000 | $200,000 | $0 | $0 | $0 | $0 | $0 |

AFFECTED AREA: The Cities of Brentwood and Oakley




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Kellog Conditions Assessment

WORK ORDER: WO TBD ID: 228

PROJECT DESCRIPTION: Hire specialized consultants to assess conditions of existing facilities. Two-phase approach: start with initial assessment, and proceed to more detailed assessment as warranted.

PROJECT NEED: Need to identify deficiencies and conduct a retrofit plan, if needed.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 1

FUNDING SOURCE(S): Unfunded

TOTAL PROJECT COST: $23,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $23,000 | $0 | $0 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Unfunded | $23,000 | $0 | $0 | $0 | $0 | $0 | $0 |

AFFECTED AREA: The Cities of Byron and Discovery Bay

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Marsh Creek Reservoir Emergency Spillway Rehabilitation

WORK ORDER: TBD ID: 232

PROJECT DESCRIPTION: Improve performance of spillway by extending concrete apron to Marsh Creek

PROJECT NEED: To avoid toe erosion upon use of spill way

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 2

FUNDING SOURCE(S): Flood Control Zone 1

TOTAL PROJECT COST: $1,100,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $150,000 | $950,000 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 1 | $0 | $0 | $150,000 | $950,000 | $0 | $0 | $0 |

AFFECTED AREA: Brentwood

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N):

NOTE:

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: San Ramon Creek Watershed Study

WORK ORDER: 8541 ID: 138

PROJECT DESCRIPTION: The Watershed Planning-Engineering group is studying the hydraulics of San Ramon Creek through the use of HEC-RAS modeling.

PROJECT NEED: The current hydraulics report was created in 1977 and the future hydraulics report will supersede its predecessor.

SUPERVISOR DISTRICT: II

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 2

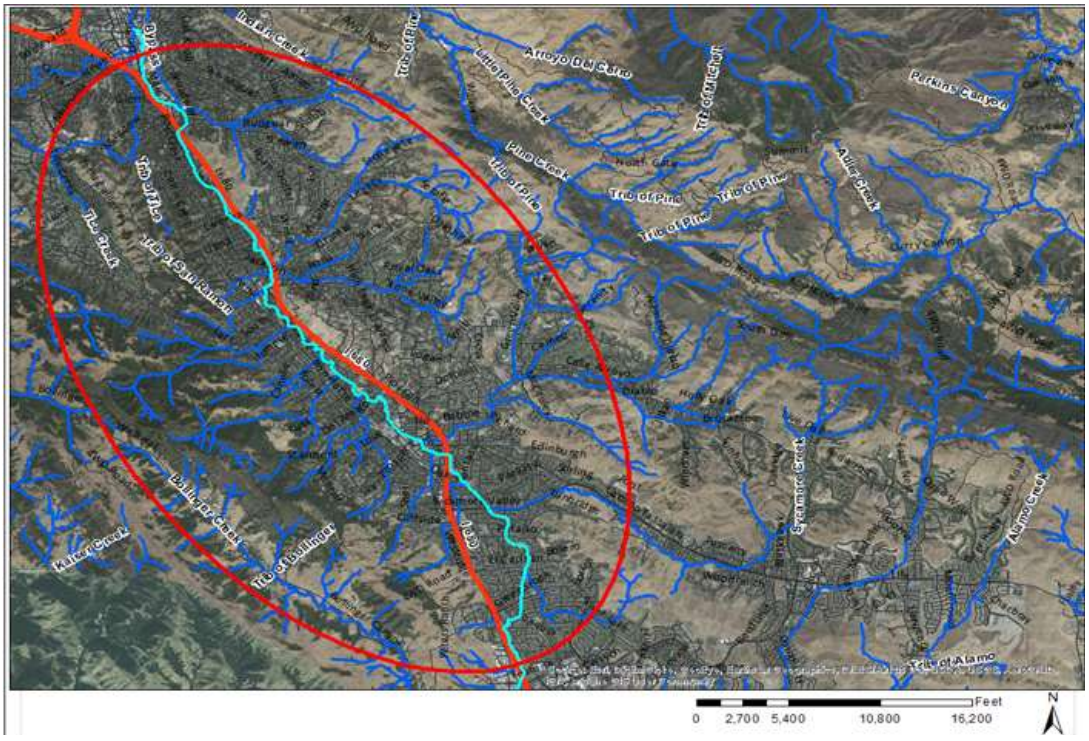
FUNDING SOURCE(S): Flood Control Zone 3B

TOTAL PROJECT COST: $90,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $20,000 | $70,000 | $0 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Flood Control Zone 3B | $20,000 | $70,000 | $0 | $0 | $0 | $0 | $0 |

AFFECTED AREA: San Ramon




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: This study is needed to verify the hydraulic performance of the previously improved sections and to gauge the need for future capacity improvements.

# CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: DA 13 Line F-1 Storm Drainage in Alamo

WORK ORDER: 8303 ID: 139

PROJECT DESCRIPTION: Construct a drainage line that will connect with the existing drainage network and reduce local flooding issues. The newly created drainage line (Line F-1) will consist of a 30-inch pipe that will run parallel to the Iron Horse Trail Corridor from existing line "F" at Las Trampas Road (1300 ft.), to the intersection of South Avenue. From this point the pipe will extend another 150 ft. to the southwest, to the intersection of South Avenue and La Serena Court (Fig.1). Drainage inlet structures will be placed every 250 feet (as per the County criteria) including: 6 inlets on the Iron Horse Trail, 1 manhole on Las Trampas Road, and 2 inlets in the intersection of South Avenue and La Serena Court.

PROJECT NEED: To address recurring flooding complications at locations along South Avenue; the intersection of South Avenue and Wayland Lane, and the intersection of South Avenue and La Serena Court.

SUPERVISOR DISTRICT: II

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 2

FUNDING SOURCE(S): Drainage Area 13

TOTAL PROJECT COST: $620,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 |
|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $20,000 | $300,000 | $300,000 | $0 | $0 | $0 | $0 |
| FUNDING SOURCE(S): | | | | | | | |
| Drainage Area 13 | $20,000 | $300,000 | $300,000 | $0 | $0 | $0 | $0 |

AFFECTED AREA: Alamo

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# Appendix *B* Unprogrammed Future Projects Details

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Wildcat Creek Habitat Improvements (USACE 1135 Program)

WORK ORDER: 8619 ID: 7

PROJECT DESCRIPTION: Rehabilitate fish ladder, reconfigure and expand sediment basin and improve riparian habitat throughout the limits of the previous Army Corps of Engineers project.

PROJECT NEED: This project is needed to improve flood control protection and wildlife habitat at Wildcat Creek. The fish ladder at Wildcat Creek is inoperative and the sediment basin needs to be expanded. Sediment accumulates underneath riparian vegetation that makes its removal impossible. This has reduced the level of flood control protection and increased maintenance costs. The Corps' 1135 program is intended to address these concerns, but progress is slowed by variable levels of federal funding.

SUPERVISOR DISTRICT: I

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 2

FUNDING SOURCE(S): USACE 1135 Program (75% - $5M limit)

TOTAL PROJECT COST: $2,000,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $2,000,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $2,000,000 |

AFFECTED AREA: Richmond

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: see also http://www.spn.usace.army.mil/projects/wildcatcreek1135.html. Local match funding is not secured.

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Wildcat / San Pablo Creeks Phase II

WORK ORDER: WO TBD ID: 9

PROJECT DESCRIPTION: Channel improvements in Wildcat Creek and San Pablo Creek in the City of San Pablo upstream of BNSF railroad tracks

PROJECT NEED: The previous Corps projects stopped at the BNSF railroad. Significant residual flood risk remains in the portions of San Pablo and Wildcat Creeks in the City of San Pablo upstream of the BNSF railroad. This project would consist of the coordination needed with the Corps for expansion of the system upstream.

SUPERVISOR DISTRICT: I

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 5

FUNDING SOURCE(S): City of San Pablo, US Army Corps of Engineers

TOTAL PROJECT COST: $12,045,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $12,045,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $12,045,000 |

AFFECTED AREA: San Pablo

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Pinole Creek Habitat Restoration (1135 Project)

WORK ORDER: 8493 ID: 12

PROJECT DESCRIPTION: Improve riparian habitat throughout the limits of the previous Army Corps of Engineers project. Remove possible fish barriers and improve habitat while preserving and expanding flood conveyance. Work within the USACE 1135 Program to ensure federal participation in this project.

PROJECT NEED: The Pinole Creek USACE project is dated and single purpose. Center for Ecosystem Management and Restoration has identified Pinole Creek as primary steelhead habitat in the west Contra Costa County. Habitat improvements are needed to ensure migrating steelhead pass successfully through the project area to habitat upstream.

SUPERVISOR DISTRICT: V

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 5

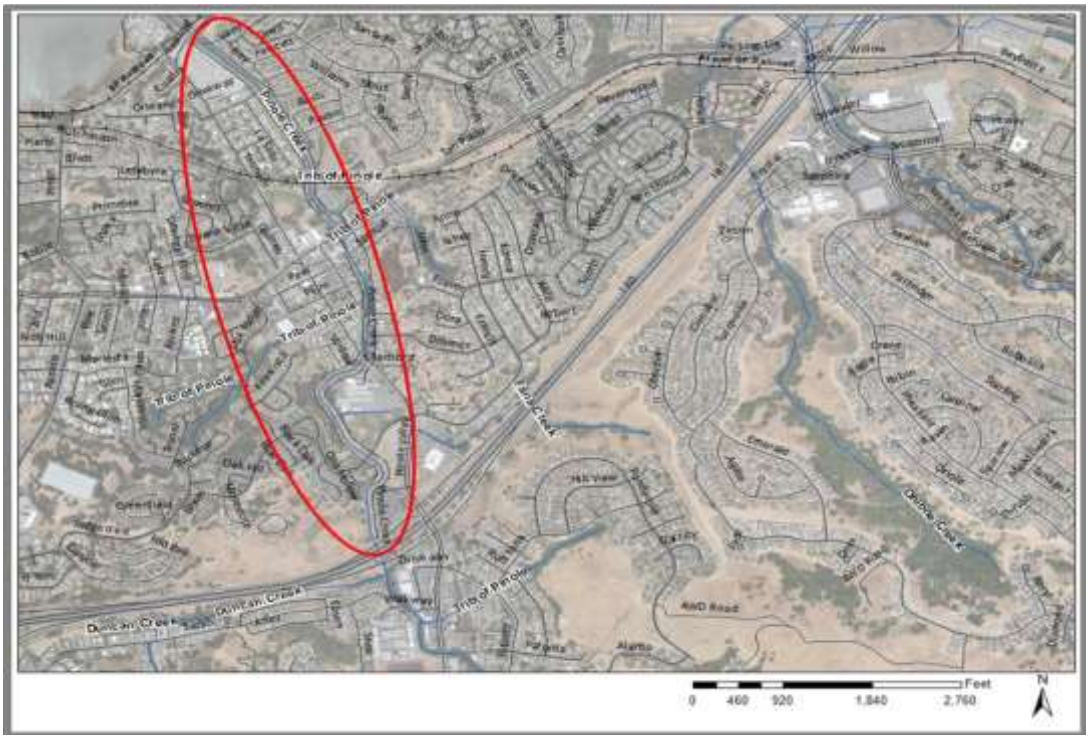
FUNDING SOURCE(S): City of Pinole, USACE 1135 Program (75% - $5M limit)

TOTAL PROJECT COST: $6,250,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $6,250,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $6,250,000 |

AFFECTED AREA: Pinole




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Sustainable Capacity Improvement at Rodeo Creek

WORK ORDER: WO TBD ID: 17

PROJECT DESCRIPTION: Rehabilitate or replace concrete-lined portion of creek to improve conveyance, restore habitat

PROJECT NEED: Rodeo Creek is a 1960s era USACE channel, is devoid of most habitat, and is difficult to keep desilted, especially in the lowest reach. A new, more sustainable design of the creek is needed, and it has the potential to serve as a catalyst for further revitalization of the adjacent community. This project would also reduce long term dredging costs.

SUPERVISOR DISTRICT: V

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 3

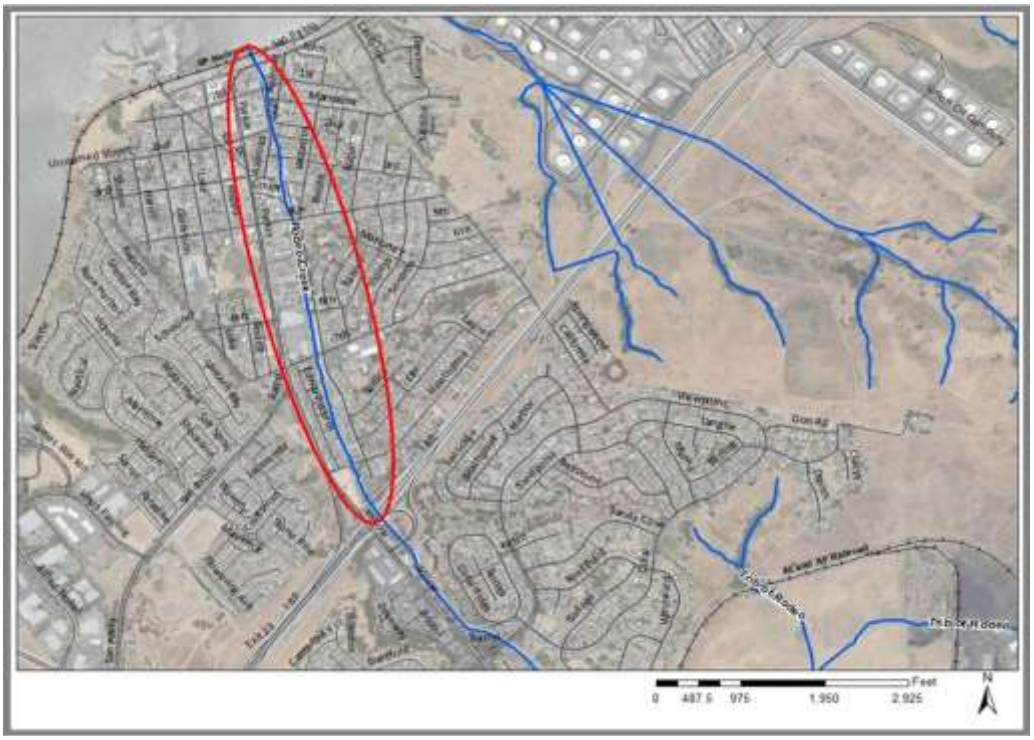
FUNDING SOURCE(S): Unfunded

TOTAL PROJECT COST: $10,285,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $10,285,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $10,285,000 |

AFFECTED AREA: Rodeo



EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: DA 67 - Tice Creek Bypass

WORK ORDER: WO TBD ID: 117

PROJECT DESCRIPTION: Construct 66-inch bypass pipe in Tice Valley Boulevard, Meadow Road and Lancaster to provide a bypass for storm flows in Tice Creek

PROJECT NEED: The 2004 completion of the Rossmoor Detention Basin significantly reduced flood risk for this area providing approximately a 20-year level of protection from Tice Creek. This long-planned bypass pipe would provide additional conveyance while allowing Tice Creek to remain in it's natural state.

SUPERVISOR DISTRICT: II

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 5

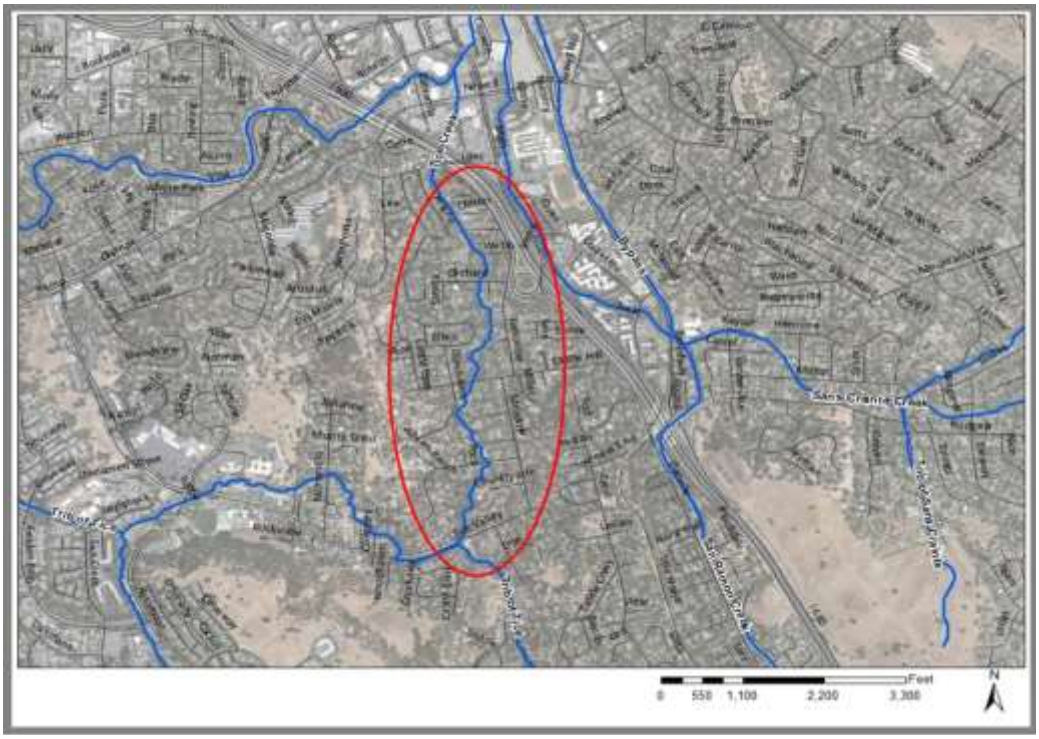
FUNDING SOURCE(S): Grant funds, City of Walnut Creek funds, other funds TBD.

TOTAL PROJECT COST: $2,481,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $2,481,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $2,481,000 |

AFFECTED AREA: Walnut Creek, Unincorporated County




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: DA 33A Concord Boulevard Culvert Replacement

WORK ORDER: WO TBD ID: 120

PROJECT DESCRIPTION: Replace an undersized 60-inch culvert under Concord Blvd with a 117-inch by 79-inch arch culvert

PROJECT NEED: The existing culvert is undersized and stormwater backs up and inundates Concord Blvd. The replacement culvert will be able to pass a 25-year storm event, lessening the risk of flooding on Concord Blvd. This is a cooperative project with the City of Concord. Per the 5-24-2005 JEPA, DA 33A will contribute a maximum of 90% of available funds which is currently approximately $209k.

SUPERVISOR DISTRICT: IV

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 4

FUNDING SOURCE(S): Drainage Area 33A funds

TOTAL PROJECT COST: $297,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $297,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Drainage Area 33A | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $209,779 |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $87,221 |

AFFECTED AREA: Concord

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Pine Creek Reservoir Sediment Removal and Capacity Restoration

WORK ORDER: WO TBD ID: 124

PROJECT DESCRIPTION: Remove accumulated sediment in Pine Creek Reservoir to restore design flood storage capacity. Create wetlands in new reservoir bottom as mitigation of impacts. Rehabilitate primary and emergency spillways to extend design life.

PROJECT NEED: Another CIP project will first perform a functional assessment to verify continued need for reservoir. If found to still be needed, then this project will restore design functionality and extend the design life.

SUPERVISOR DISTRICT: IV

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 4

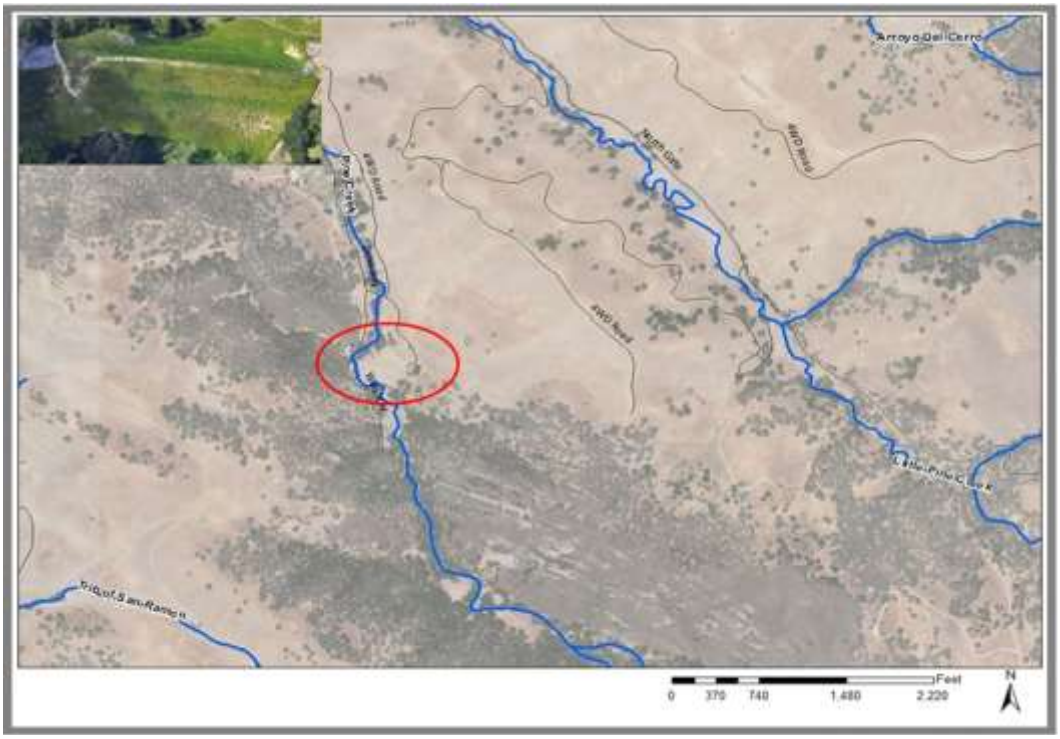
FUNDING SOURCE(S): Flood Control Zone 3B

TOTAL PROJECT COST: $5,000,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $5,000,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Flood Control Zone 3B | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $5,000,000 |

AFFECTED AREA: Walnut Creek, Unincorporated County




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: Seismic evaluation is covered under a separate CIP entry because seismic work will likely be combined with other dams.

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: San Ramon Creek Sediment Removal near San Ramon Bypass

WORK ORDER: WO TBD ID: 125

PROJECT DESCRIPTION: Desilt San Ramon Creek downstream of the San Ramon Bypass diversion structure in Alamo to the bypass channel at the San Ramon PP Corridor

PROJECT NEED: The San Ramon Creek Bypass Channel has a complex series of weirs allowing both low flows and high flows to continue down San Ramon Creek. Flows between those extremes are bypassed through the bypass system. The grades in San Ramon Creek downstream of the low flow pipe outfall prevent those low flows from passing into San Ramon Creek. This project would allow base flows to remain in the natural channel.

SUPERVISOR DISTRICT: IV

PROGRAM TYPE: system Preservation

PROJECT PRIORITY: 4

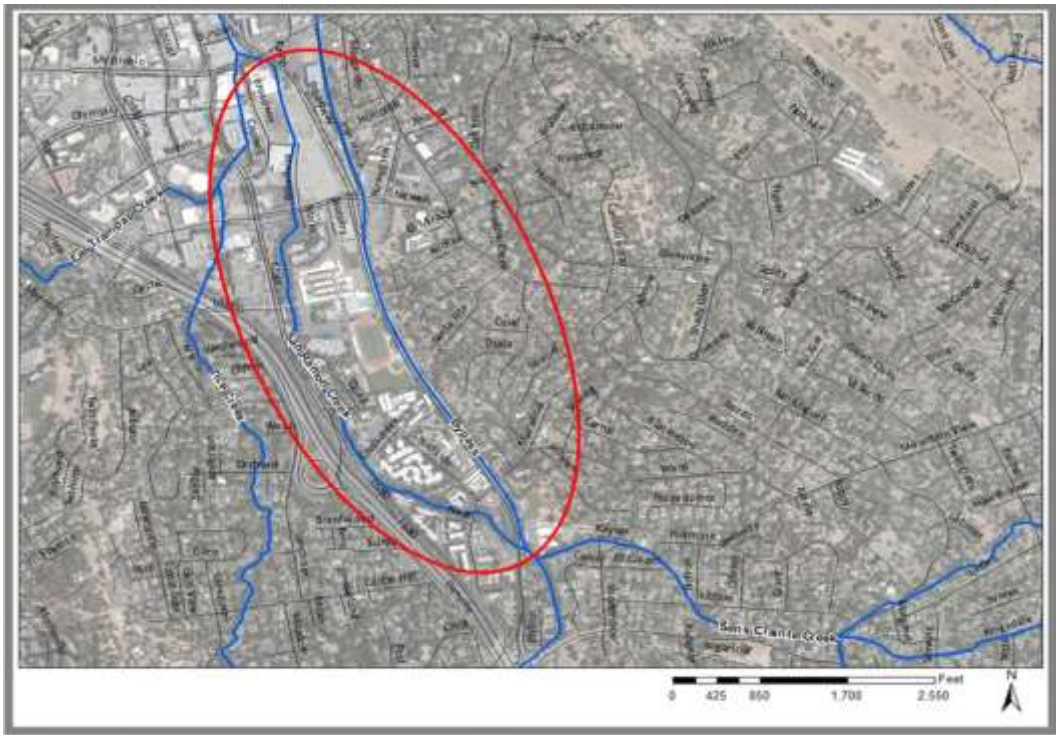
FUNDING SOURCE(S): Flood Control Zone 3B

TOTAL PROJECT COST: $363,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $363,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Flood Control Zone 3B | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $363,000 |

AFFECTED AREA: District IV




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Green Valley Creek Improvements up to 1st Crossing of Diablo Road

WORK ORDER: WO TBD ID: 128

PROJECT DESCRIPTION: Hire specialized consultants to assess conditions of existing facilities. Two-phase approach: start with initial assessment, and proceed to more detailed assessment as warranted.

PROJECT NEED: The existing channel is incised and lacks the capacity to pass the 100-year flood event. The project is needed to lower the flood risk to the surrounding neighborhood.

SUPERVISOR DISTRICT: II

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 4

FUNDING SOURCE(S): Flood Control Zone 3B

TOTAL PROJECT COST: $6,600,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $6,600,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Flood Control Zone 3B | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $6,600,000 |

AFFECTED AREA: Danville

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Green Valley Creek Improvements Upstream of 2nd Crossing of Diablo Road

WORK ORDER: WO TBD ID: 129

PROJECT DESCRIPTION: Hire specialized consultants to assess conditions of existing facilities. Two-phase approach: start with initial assessment, and proceed to more detailed assessment as warranted.

PROJECT NEED: Green Valley Creek at this location has erosion pressures and capacity issues. Past creek improvements stopped just downstream. This project will improve erosion and capacity conditions.

SUPERVISOR DISTRICT: II

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 5

FUNDING SOURCE(S): Flood Control Zone 3B & Town of Danville

TOTAL PROJECT COST: $2,024,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $1,804,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Flood Control Zone 3B | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $1,804,000 |

AFFECTED AREA: Danville

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: DA 48B Line A at Port Chicago Highway

WORK ORDER: WO TBD ID: 201

PROJECT DESCRIPTION: Design and Construct 595 LF of 84-inch storm drain crossing Port Chicago Highway near Skipper Drive. This is a portion of DA 48B, Line A.

PROJECT NEED: The existing 60-inch pipe under Port Chicago Highway is undersized and in poor condition. Construction of the replacement 84-inch storm drain will extend the service life of the facility and reduce flood risk for the surrounding community.

SUPERVISOR DISTRICT: V

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 5

FUNDING SOURCE(S): Contra Costa County Redevelopment, DA 48B

TOTAL PROJECT COST: $429,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $429,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Drainage Area 48B | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $429,000 |

AFFECTED AREA: Bay Point

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE:

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: West Antioch Creek Improvements - L Street to 10th Street

WORK ORDER: WO TBD ID: 203

PROJECT DESCRIPTION: Design and construct channel improvements from the downstream end of "L" Street Crossing to the upstream end of the 10th Street culverts in conjunction with the City of Antioch

PROJECT NEED: The current channel was constructed only to an interim capacity and currently does not contain a 100-year storm event. Bottlenecks include the UPRR arch culvert and the narrow channel through the fairgrounds. This project will need to be constructed prior to constructing the third 10-foot pipe under Highway 4.

SUPERVISOR DISTRICT: V

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 5

FUNDING SOURCE(S): Drainage Area 55, City of Antioch, Grants, developer funds (upon development of the fairgrounds)

TOTAL PROJECT COST: $4,906,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $4,906,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $4,906,000 |

AFFECTED AREA: Antioch

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: Project needs to proceed before CIP#204.

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: West Antioch Creek Improvements at Highway 4

WORK ORDER: WO TBD ID: 204

PROJECT DESCRIPTION: Complete the storm drain system between "L" Street and Fitzuren Road. Work includes a new headwall downstream of "L" Street, one 8' by 10' box culvert under "L" Street, a single 10' diameter storm drain up to and under Highway 4 to connect to the exiting 10' pipes just north of Fitzuren Road. This results in a complete, triple 10' storm drain system.

PROJECT NEED: Caltrans / CCTA has constructed a second bore under the highway as part of freeway widening in 2015. This CIP project completes the third bore between Fitzuren Road and "L" Street, and should not be constructed until downstream improvements (W. Antioch Creek at 10th Street, and W. Antioch Creek 10th Street to "L" Street) are constructed. See project #203.

SUPERVISOR DISTRICT: III & V

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 5

FUNDING SOURCE(S): Drainage Area 55, City of Antioch, Grants

TOTAL PROJECT COST: $2,200,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $2,200,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $2,200,000 |

AFFECTED AREA: Antioch

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE: Project should follow construction of project #203.

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Fitzuren Road Remainder Parcel

WORK ORDER: WO TBD ID: 205

PROJECT DESCRIPTION: Prepare conceptual plans and facilitate development of three District-owned parcels on Fitzuren Road. Market these parcels for a commercial use, such as a restaurant or neighborhood retail.

PROJECT NEED: These parcels were purchased in the 1980s to allow the construction of three large storm drains to carry West Antioch Creek. They were purchased with the intent of developing the unused portion once the storm drains were installed. The storm drain was designed to maximize the unused portion of the parcels and thus maximize the revenue generating potential for the District and DA 55. This project will follow the construction of the final 10' storm drain through the parcel.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 5

FUNDING SOURCE(S): Drainage Area 55, Flood Control District

TOTAL PROJECT COST: $215,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $215,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Drainage Area 55 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $215,000 |

AFFECTED AREA: Antioch

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE: Project should follow construction of project #204.

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: East Antioch Creek Marsh Restoration

WORK ORDER: WO TBD ID: 206

PROJECT DESCRIPTION: Design and construct marsh and floodplain improvements on East Antioch Creek downstream of Cavallo Road. Includes marina outlet channel (or equivalent), hazardous material clean-up on affected portion of Hickmont site, and three new box culverts under Wilbur Avenue.

PROJECT NEED: Provide flood protection in the lower watershed of East Antioch Creek in accordance with the adopted Drainage Area 56 (DA 56) plan

SUPERVISOR DISTRICT: V

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 5

FUNDING SOURCE(S): Drainage Area 56

TOTAL PROJECT COST: $7,585,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $7,585,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $7,585,000 |

AFFECTED AREA: Antioch

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): Yes

NOTE:

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: DA 109 - Kellogg Creek Project Development

WORK ORDER: TBD ID: 225

PROJECT DESCRIPTION: Re-analyze the Kellogg Creek (Drainage Area 109) Plan and develop projects for future implementation

PROJECT NEED: The current DA 109 plan is conceptual, and while sufficient to collect funds for improvements, the plan lacks the detail to develop and prioritize projects in the watershed. This effort will re-study the DA 109 plan to define specific projects for implementation, rank those projects, and then begin implementation in priority order.

SUPERVISOR DISTRICT: III

PROGRAM TYPE: System Expansion

PROJECT PRIORITY: 5

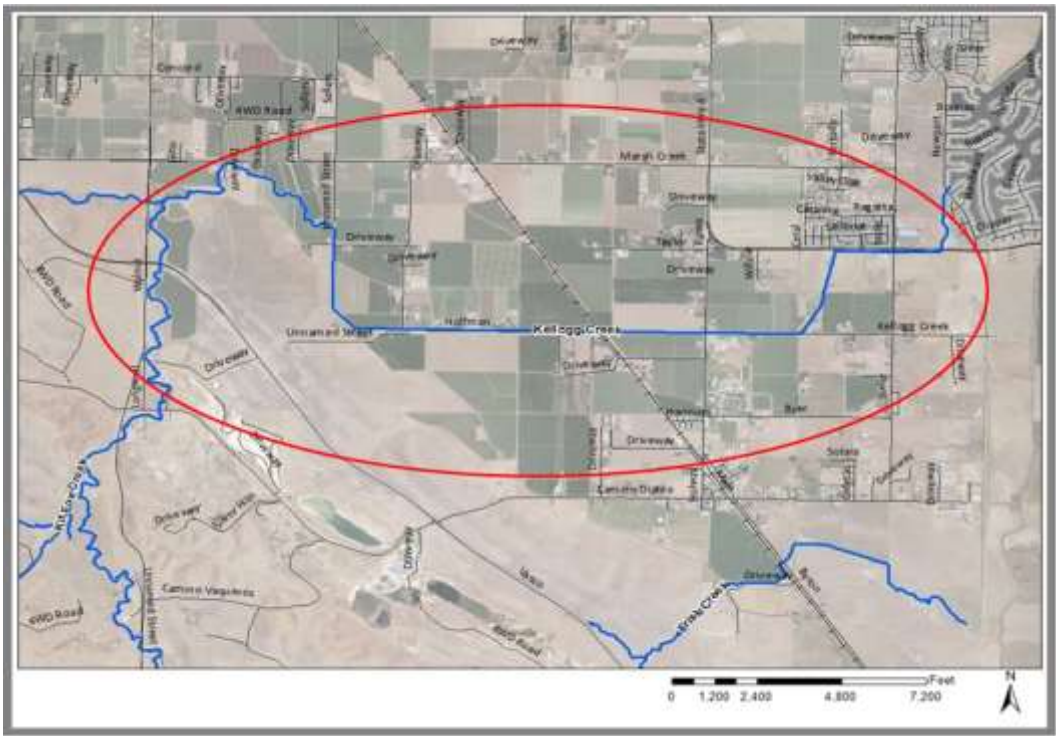
FUNDING SOURCE(S): DA 109 Funds

TOTAL PROJECT COST: $270,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $270,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Drainage Area 109 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $270,000 |

AFFECTED AREA: Town of Discovery Bay




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): YES

NOTE:

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Canada di Cierbo Habitat Improvement

WORK ORDER: WO TBD ID: 23

PROJECT DESCRIPTION: Create a mitigation bank for County and District mitigation needs. Acquire right of way, develop restoration plan, implement plan and reap benefits.

PROJECT NEED: Public projects often have unavoidable habitat impacts. Often, the remedy is to 'buy in' to a bank which is often located outside of the county. While this provides habitat mitigation, it does little to actually offset the impacts locally. The west part of CCC is underserved for this type of bank. Canada di Cierbo seeks to remedy this and provide quality, local mitigation and habitat improvement.

SUPERVISOR DISTRICT: V

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 5

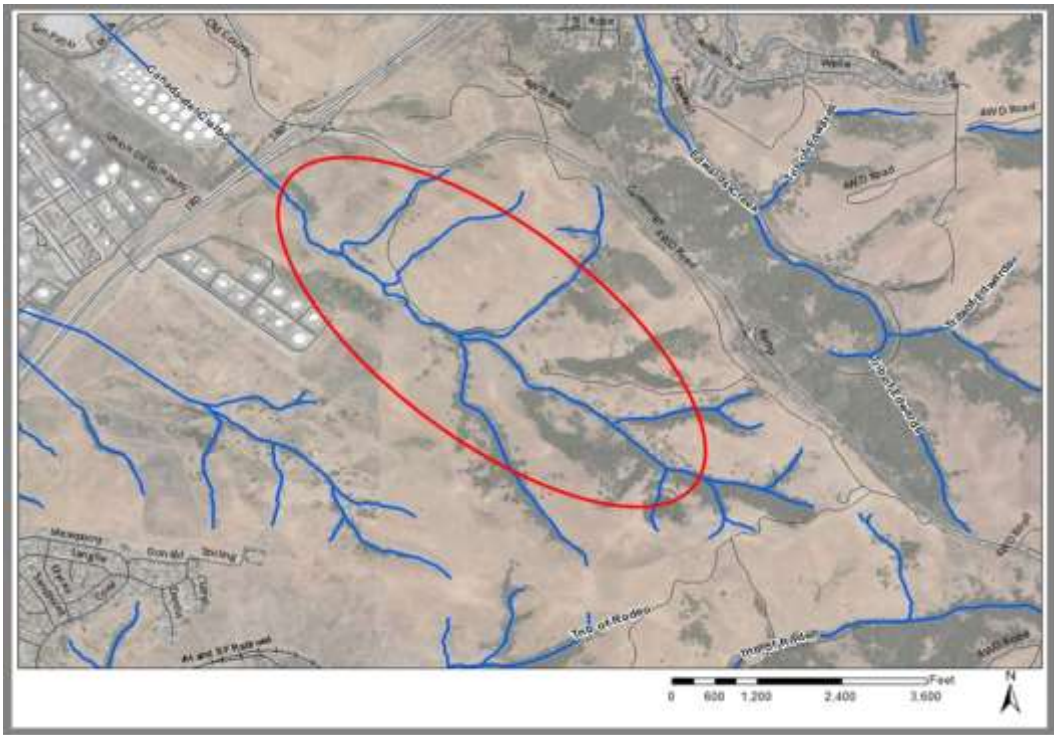
FUNDING SOURCE(S): TBD

TOTAL PROJECT COST: $3,000,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $3,000,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $3,000,000 |

AFFECTED AREA: Crockett, Unincorporated County




EAST COUNTY HABITAT CONSERVATION PLAN (Y/N):

NOTE:

# UNPROGRAMMED FUTURE CAPITAL IMPROVEMENT PROJECT SUMMARY REPORT

PROJECT NAME: Pinole Creek Capacity Assessment

WORK ORDER: TBD ID: 26

PROJECT DESCRIPTION: Assess creek capacity and watershed conditions and develop alternatives for improving flood protection in the area.

PROJECT NEED: Watershed conditions have changed significantly with land development projects decreasing flood protection in the area. This project is intended to study watershed and creek conditions and develop alternatives for improving flood protection levels.

SUPERVISOR DISTRICT: I

PROGRAM TYPE: System Preservation

PROJECT PRIORITY: 5

FUNDING SOURCE(S):

TOTAL PROJECT COST: $300,000

PLANNED PROJECT EXPENDITURES AND FUNDING SOURCE(S)

| | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/24 | Future |
|---|---|---|---|---|---|---|---|---|
| PROJECT EXPENDITURES: | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $300,000 |
| FUNDING SOURCE(S): | | | | | | | | |
| Unfunded | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $300,000 |

AFFECTED AREA: Cities of Hercules and Pinole

EAST COUNTY HABITAT CONSERVATION PLAN (Y/N): NO

NOTE: Zone 9 (Pinole Creek) is significantly underfunded. Funding for this item is very uncertain.

Contra Costa County

To: Board of Supervisors

From: Keith Freitas, Airports Director

Date: December 11, 2018

Subject: 2018 REPORT FROM AVIATION ADVISORY BODY

**RECOMMENDATION(S):**

RECEIVE and ACCEPT the 2018 Annual Report submitted by the Aviation Advisory Committee.

**FISCAL IMPACT:**

Not applicable.

**BACKGROUND:**

On June 18, 2002, the Board of Supervisors (Board) adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, on the second Tuesday in December. The attached report fulfills this requirement for the Aviation Advisory Committee.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Beth Lee, (925) 681-4200

**cc:**

CONSEQUENCE OF NEGATIVE ACTION:
Not applicable.

ATTACHMENTS
2018 AAC Annual Report

# CONTRA COSTA COUNTY
# Aviation Advisory Committee

**2018 Annual Report**

**Advisory Board Meeting Time/Location:** 10:00am on the 2nd Thursday of every one (1) month at either Buchanan Field or Byron Airport.

**Advisory Body Chair:** Maurice Gunderson

**Airport Staff:** Keith Freitas/Beth Lee/Russel Milburn

## Activities

- Monthly review of noise statistics, operations report, airport development projects, airfield updates
- Discussions of airport projects and programs to disseminate information and solicit input from members and public
- Discussions of issues facing the airports and airport community
- Input to the Airports Director, Airport Committee, and Board of Supervisors on issues affecting the Contra Costa County Airports and surrounding communities
- Participation in community outreach efforts
- Quarterly review of the Airports' year to date and end of year forecast financial reports
- Annual review of input on the Part 150 Noise Mitigation recommendations

## Accomplishments

Discussed and advised on the following:

- Airport administration activities to enhance airport economic development including:
  - Progressing on updating the Byron General Plan Amendment to bring conformity between the adopted Master Plan and County General Plan relative to allowable uses at both Airports
  - Progressing on the development of a 3-acre industrial business park
  - Progressing on negotiation to execute a long-term lease with the number one ranked entity to develop 4.6-acres at Buchanan Field
  - Receiving greater stakeholder and community involvement regarding the Economic Development and Incentive Program (EDIP) and strategic planning processes
  - Progressing in the growth of the Byron Airport including projects to connect Armstrong and Vasco road, and upgrade airport utilities infrastructure.

**Accomplishments** (continued)

- Aviation Advisory Committee (AAC) projects:
  - Update and revision of AAC bylaws
  - Addition of two AAC members
    - Airport Pacheco Neighbor representing community of Pacheco
    - Airport Byron Neighbor representing the vicinity of Byron Airport (Knightsen, Brentwood, Byron, Discovery Bay)

- Resolution (No. 2018/462) – Recognition from Board of Supervisors for contributions from Buchanan Field and Byron Airports to the aeronautical community and economic growth of Contra Costa County

- Resolution (No. 2018/524) – Establishing new rates and charges for Buchanan Field and Byron Airports effective January 1, 2019

- Completion of Buchanan Field Airport 2018 physical hangar inspections

- Airport Land Use Commission (ALUC)
  - Progressing on the development regarding Concord area construction projects and advising on their impact on air navigation and airport users

- Buchanan Field and Byron Airport construction projects including:
  - F-row hangar reskinning and door replacement project at Buchanan Field Airport
  - Security enhancements to both Airports which include:
    - Additional security cameras
    - New security gate access system at Byron Airport to match the current security system at Buchanan Field
    - Increased security patrols throughout both airports during day and night

- Airport hangar management activities and concerns including:
  - Use of hangars for purposes other than aircraft storage (hangar inspections)
  - hangar waiting list processes and progressing on the implementation of north and south facing lists

- Airport noise impact on communities including:
  - Addressing various Buchanan Field & Byron noise complaints

- Encouraged additional Airport staff, AAC members, and Board of Supervisors, as well as the general public to be more involved with Contra Costa County Airports and aviation communities

**Attendance/Representation**

- AAC is composed of members representing each of the supervisorial districts, the cities of Concord and Pleasant Hill, the Airport Business Association, community of Pacheco, surrounding communities of Byron Airport (Brentwood, Byron, Knightsen, Discovery Bay), and three at large positions for a total of 13 members

- Quorums have been achieved at all but one meeting in June with good participation from members for 2018

- The AAC is a diverse group of aviation professionals, retired executives, members of the public, consultants and educators. There is a balanced mix of pilots and non-pilots.

- Several committee members are also involved in other county and city advisory bodies, committees, and commissions

**Current AAC member roster is as follows:**

| AAC Members | Representing | 2018 Appointment Status | Term Expiration Date |
|---|---|---|---|
| Dale Roberts | District I | | 2/29/2020 |
| Mike Bruno | Airport Business Association | | 2/28/2019 |
| Eric Meinbress | Member at large | | 2/29/2020 |
| Ronald Reagan | District III | Reappointed | 2/28/2021 |
| Derek Mims | City of Pleasant Hill | Reappointed | 2/28/2021 |
| Russell Roe | District V | | 2/29/2020 |
| Keith McMahon | City of Concord | | 2/28/2019 |
| Roger Bass | District II | Reappointed | 2/28/2021 |
| Maurice Gunderson | Member at large | Reappointed | 2/28/2021 |
| Tom Weber | District IV | | 2/29/2020 |
| Emily Barnett | Member at large | | 2/28/2019 |
| Donna Dietrich | Pacheco Neighbor | Recruiting | 2/28/2021 |
| Steven Starratt | Byron Neighbor | Recruiting | 2/28/2021 |

**Current AAC Officers:**

| AAC Member | Position | Election Status |
|---|---|---|
| Maurice Gunderson | Chair | Elected |
| Tom Weber | Vice Chair | Elected |
| Emily Barnett | Secretary | Elected |

## Training/Certification

- It is mandatory for all Committee members to complete County training regarding the Ralph M. Brown Act and the County's Better Government Ordinance, and complete the County's Ethics Orientation within 90 days of the appointment

## Proposed Objectives for 2019

- Contact contractor assigned to the Byron Airport General Plan Amendment and create project milestones with deadlines to enforce expedited completion of the commissioned study and other efforts to improve growth, infrastructure and road access at Byron Airport
- Continue to advise and review the EDIP program including promoting progress on EDIP and strategic priority projects
- Continue to advise, monitor, and review the Buchanan Field and Byron Airports' construction and maintenance projects
- Continue to advise, monitor, and review activities and incidents impacting airport security
- Continue to grow and develop community and tenant outreach efforts for both airports
- Continue to advise, monitor, and review the Airports' budget, noise statistics, and overall operations
- Continue to work with the surrounding communities regarding noise concerns and other aviation related issues
- Continue regular discussions with Airport Staff on various airport developments (current and future), projects and issues, as well as disseminate information and offer recommendations
- Continue to provide the general public an open forum for discussions on aviation related matters

KF:MG:az
G:\AAC\Annual Reports\2018\2018 AAC Report V4 FINAL.doc

c: Keith Freitas, Airports
Beth Lee, Airports
Russell Milburn, Airports
Maurice Gunderson, AAC
Tom Weber, AAC
Emily Barnett, AAC

Contra Costa County

To: Board of Supervisors

From: Sharon Offord Hymes, Risk Manager

Date: December 11, 2018

Subject: Contract with Contra Costa County Schools Insurance Group

**RECOMMENDATION(S):**

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 $188,686 to perform medical billing reviews for the period effective January 1, 2019 through December 31, 2019.

**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 billing reviews for Risk Management at a lower annual review cost than the previous provider. This contract allows the County to continue receiving the same services at the same cost.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County would not be able to maintain compliance of the California Department of Industrial Relations.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Sharon Hymes-Offord (925) 335-1400

**cc:**

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 11, 2018

Subject: Claims

**RECOMMENDATION(S):**
DENY claims filed by Backcountry.com, LLC, Robin & Jason Gholston, David B. Ketroser, Maria Moreno, and Shirley S. Willmore.

**FISCAL IMPACT:**
No fiscal impact.

**BACKGROUND:**
Backcountry.com, LLC: Personal injury indemnification claim in on-going litigation arising out of bicycle accident in undisclosed amount. Robin & Jason Gholston: Property claim for damage to fence and tree removal in the amount of $8,500 arising out of alleged failure to maintain trees. David B. Ketroser: Personal injury claim for ADA violation in the amount of $4,000., plus injunctive relief. Maria Moreno: Property claim for damage to vehicle in an undisclosed amount to vehicle allegedly caused by a County employee.< Shirley S. Willmore: Property claim for damage to car stereo from a CD borrowed from County library in the amount of $989.33.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

Contact: Scott Selby
925.335.1400

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: December 11, 2018

Subject: Certificate of Recognition on the Occasion of the Retirement of Hercules City Council Member Myrna de Vera

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Dominic Aliano
925-608-4200

By: , Deputy

**cc:**

ATTACHMENTS

Resolution No.
2018/602

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

**In the matter of:** Resolution No. 2018/602

Honoring Hercules City Council Member Myrna de Vera, on the occasion of her retirement from the Hercules City Council

**WHEREAS,** The people of the City of Hercules elected Council Member Myrna de Vera on November 2, 2010 and re-elected her to a second term on November 2, 2014;

**WHEREAS,** During Council Member Myrna de Vera's tenure in office, the Hercules City Council appointed her as Mayor three times: on June 21, 2011, December 10, 2013, and December 12, 2017;

**WHEREAS,** Council Member Myrna de Vera represented Hercules in various regional appointments: West Contra Costa Transit Authority (WestCat), Pinole-Hercules Wastewater Treatment Plant, West County Mayors and Supervisors Association, the Contra Costa Mayors Conference, and the Contra Costa Transportation Agency;

**WHEREAS,** Council Member Myrna de Vera supported local organizations such as: the Hercules Library Foundation, Filipino Americans of Contra Costa, Chinese Association of Hercules, Saint Patrick Catholic Church, and the Bay Front Chamber of Commerce;

**WHEREAS,** Council Member Myrna de Vera increased resident participation through advisory committees, balanced Hercules' budget, worked with her colleagues to complete the first phases for the Regional Intermodal Transit Center and other developments such as: the Bay Trail, Muir Pointe, Alexandria by the Bay, the Bayfront Development, Sycamore Crossings, and Safeway;

**WHEREAS,** Council Member Myrna de Vera was the recipient of the American Dream Award by Congressman Mike Thompson in July of 2017;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Contra Costa County do hereby extend this **Certificate of Recognition on the Occasion of the Retirement of Hercules City Council Member Myrna de Vera** as an expression of our appreciation for your 8 years of dedicated service to the City of Hercules, and to extend our wishes for further success in your future endeavors.

_____
KAREN MITCHOFF
Chair, District IV Supervisor

_____
JOHN GIOIA
District I Supervisor

_____
CANDACE ANDERSEN
District II Supervisor

_____

_____

DIANE BURGIS
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: December 11, 2018

David J. Twa,

By: _____, Deputy

Contra Costa County

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Date: December 11, 2018

Subject: APPOINTMENT TO THE COUNTYWIDE BICYCLE ADVISORY COMMITTEE

**RECOMMENDATION(S):**

REAPPOINT the following person to the District 2 Seat of the Countywide Bicycle Advisory Committee for a two year term with an expiration date of December 31, 2020, as recommended by Supervisor Candace Andersen:
Glenn Umont
Alamo, CA 94507

**FISCAL IMPACT:**

NONE

**BACKGROUND:**

The committee provides input to the County and the cities of the County on bicycle projects for Transportation Development Act (TDA) funds to construct bicycle/pedestrian projects and also provides advice to cities and the County on bicycle planning matters.

The committee consists of sixteen members. One representative from each of the five Supervisorial districts, one representative from eight bicycle organizations that use the roads in Contra Costa County. One representative from the Mayor's Conference, the East Bay Regional Park District and the bicycle industry. The California Highway Patrol and Superintendent of Schools serve as resources

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact:
925-957-8860

By: , Deputy

**cc:** District 2 Supervisor, Maddy Book, Bike Committee, Appointee

BACKGROUND: (CONT'D)

only. The qualifications for membership on the committee are to live or work in the County. Each representative should designate an alternate who must also live or work in the County.
Supervisor Andersen has been pleased with Mr. Umont's participation and would like him to continue for another term.

CONSEQUENCE OF NEGATIVE ACTION:

The District 2 Seat will become vacant.

CHILDREN'S IMPACT STATEMENT:

NONE

Contra Costa County

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Date: December 11, 2018

Subject: EMERGENCY MEDICAL CARE COMMITTEE

**RECOMMENDATION(S):**
APPOINT Karin Schnaider to the District 3 seat on the Emergency Medical Care Committee to a term expiring September 30, 2020, as recommended by Supervisor Diane Burgis.

Karin Schnaider
Brentwood, CA 94513

**FISCAL IMPACT:**
None.

**BACKGROUND:**
The duties of the Emergency Medical Care Committee (EMCC) are specified in the California Health and Safety Code Section 1797.274 and 1797.276. Their duties are to review the operations of each of the following at least annually:

1. Ambulance services operating within the county. 2. Emergency medical care offered within the county, including programs for training large numbers of people in cardiopulmonary resuscitation and lifesaving first aid techniques. 3. First aid practices in the county. Additionally, the EMCC shall, at least annually, report

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

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Clerks Notes:

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ATTESTED: December 11, 2018

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

Contact: LEA CASTLEBERRY
(925) 252-4500

By: , Deputy

**cc:**

BACKGROUND: (CONT'D)
to the Authority, and the local EMS Agency its observation and recommendations relative to its review of the ambulance services emergency medical care, and first air practices, and programs for training people in cardiopulmonary resuscitation and lifesaving first aid techniques, and public participation in such programs in the county. The EMCC shall submit its observations and recommendations to the County Board of Supervisors which it serves and shall act in an advisory capacity to the County Board of Supervisors, and to the County EMS Agency, on all matters relating to emergency medical services as directed by the Board.

The Contra Costa County Board of Supervisors first established the EMCC in 1968 (Resolution 68/404) and reconfirmed the EMCC in 1980 (Resolution 80/1019). The Board abolished the EMCC (Resolution 94/343), recognizing that the Health Services Director may wish to reconstitute such a committee. The Board reinstated the EMCC as a Board advisory committee at its February 24, 1998 meeting, per SD2. The membership of the EMCC was prescribed per C.30, June 9, 1998. Bylaws adopted April 24, 2001, per C.190.

The EMCC consists of five consumer representatives, one from each of the five supervisorial districts, and representatives of the following groups and organizations:

American Heart Association*American Red Cross*California Highway Patrol*Contra Costa Ambulance Provider*Air Medical Transportation Provider*Emergency Department Physicians*Emergency Nurses Association*Contra Costa Fire Chiefs' Association*Field Paramedics (1 private/1 public)*County Health Services*Hospital Council-Bay Area Division*Contra Costa EMS Training Institution*County Office of Emergency Services*Contra Costa Police Chiefs' Association*Contra Costa Public Managers' Association*Sheriff-Coroner Communication Division*Alameda-Contra Costa Medical Association*Base Hospital*Trauma Center*Community Awareness and Emergency Response (CAER)*Communications Center Managers Association*EMS Director

Applications were accepted and the recommendation to appoint the above individual was then determined.

Contra Costa County

To: Crockett/Carquinez Fire Protection District Board of Directors

From: Federal D. Glover, District V Supervisor

Date: December 11, 2018

Subject: Resignation of Frederick Maria from the Crockett-Carquinez Fire Protection District Fire Advisory Commission

**RECOMMENDATION(S):**
ACCEPT the resignation of Frederick Maria, DECLARE a vacancy on the Crockett-Carquinez Fire Protection District Fire Advisory Commission Appointee 3, effective immediately, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Federal Glover.

**FISCAL IMPACT:**
NONE

**BACKGROUND:**
The Crockett-Carquinez Fire Protection District Advisory Commission reviews and advises on annual operations and capital budgets; reviews Fire District expenditures; advises the Fire Chief on district service matters; and serves as a liaison between the Board of Supervisors and the community served by the fire district.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Dominic Aliano
925-608-4200

**cc:**

Contra Costa County

To: Board of Supervisors

From: Federal D. Glover, District V Supervisor

Date: December 11, 2018

Subject: REAPPOINT JOHN F. JONES AS DISTRICT V REGULAR POSITION REPRESENTATIVE ON THE COUNTY CHILDREN AND FAMILIES COMMISSION

**RECOMMENDATION(S):**

REAPPOINT the following individual to the First 5 Contra Costa Children and Families Commission for a term to expire on December 31, 2021, as recommended by Supervisor Federal D. Glover:

John F. Jones

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Contra Costa County Board of Supervisors established the First 5 Contra Costa Children and Families Commission on June 15, 1999 (Ordinance 99-15). The Board appointed nine Commission members and nine Alternate members on September 1, 1999. Members include one Supervisor from the County Board of Supervisors, the directors of the County departments of Health Services and Employment and Human Services, and a representative from the County Administrator's Office of Children's Services. The other five members of the Commission are appointed by the Board of Supervisors and represent each Supervisorial District. Commissioners and Alternate Commission members

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: December 11, 2018

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

Contact: Vincent Manuel (925) 608-4200

By: , Deputy

**cc:**

BACKGROUND: (CONT'D)

represent various disciplines and backgrounds including pediatrics, early childhood education, child welfare, and schools. Alternate members, including second representatives from the Board of Supervisors, the county agencies mentioned above, and the five districts, hold all the powers of the appointed Commissioners except voting privileges. Mr. Jones is very interested in continuing to serve on the Commission and Supervisor Glover supports his reappointment.

CONSEQUENCE OF NEGATIVE ACTION:

Positon would remain vacant.

CHILDREN'S IMPACT STATEMENT:

This appointment supports all of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable and Nurturing"; and 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families."

Contra Costa County

To: Board of Supervisors

From: FAMILY & HUMAN SERVICES COMMITTEE

Date: December 11, 2018

Subject: RECOMMENDATIONS FO APPOINTMENT TO THE ADVISORY COUNCIL ON AGING

**RECOMMENDATION(S):**

APPOINT Jill Kleiner to the At Large #19 seat with a term expiring September 30, 2019, and Steve Lipson to the At Large #6 seat, and Jatin Mehta to the At Large #8 seat with terms expiring September 30, 2020, on the Advisory Council on Aging.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

On December 6, 2011 the Board of Supervisors adopted Resolution No. 2011/497 adopting policy governing appointments to boards, committees, and commissions that are advisory to the Board of Supervisors. Included in this resolution was a requirement that applications for at large/countywide seats be reviewed by a Board of Supervisors committee.

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

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☑ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Julie DiMaggio Enea (925) 335-1077

**cc:**

BACKGROUND: (CONT'D)

The Advisory Council on Aging consists of 40 members serving two-year staggered terms, each ending on September 30. The Council consists of representatives of the target population and the general public, including older low-income and military persons; at least one-half of the membership must be made up of actual consumers of services under the Area Plan.

The Council includes: 19 representatives, one recommended from each Local Committee on Aging; 1 representative from the Nutrition Project Council, 1 Retired Senior Volunteer Program, and 19 members at large.

There are currently 29 seats filled on the Advisory Council on Aging and 11 vacancies. These vacant seats include: Local Committee Pinole, Local Committee Richmond, Local Committee Pittsburg, Local Committee San Ramon, Local Committee San Pablo, Local Committee Martinez, Local Committee Oakley, and Member-At-Large seats 6, 8, 10 and 19.

The Family and Human Services Committee reviewed and approved the recommended appointments on December 3, 2018. Board approval of the three appointments will bring the vacancy level down to 8, with 32 filled seats.

ATTACHMENTS

Candidate Application_Jill Kleiner_Aging

Candidate Application_Steve Lipson_Aging

Candidate Application_Mehta Jatin_Aging

# Application Form

## Profile

### Which Boards would you like to apply for?

**Advisory Council on Aging**: Submitted

Seat Name (if applicable)

### Describe why you are interested in serving on this advisory board/commission (please limit your response to one paragraph).

Having recently retired from a 30+ year career as a Retirement Plan consultant to Fortune 500 companies as well as volunteering 20+ years for the Western Pension and Benefits Council, including being president of their governing board of 11 chapters, I'm thrilled to have time to become more involved in my community.

### This application is used for all boards and commissions

Jill — First Name
M — Middle Initial
Kleiner — Last Name

[redacted] — Email Address

[redacted] — Home Address
Suite or Apt

Moraga — City
CA — State
[redacted] — Postal Code

[redacted] — Primary Phone

N/A - Retired 1/2/18 — Employer
Job Title
Occupation

### Do you, or a business in which you have a financial interest, have a contract with Contra Costa Co.?

○ Yes ◉ No

### Is a member of your family (or step-family) employed by Contra Costa Co.?

○ Yes ◉ No

## Education History

### Select the highest level of education you have received:

☑ Other

College undergrad degree

If "Other" was Selected Give Highest Grade or Educational Level Achieved

### College/ University A

UC Berkeley

Name of College Attended

Statistics

Course of Study / Major

enough for degree

Units Completed

### Type of Units Completed

☑ Quarter

### Degree Awarded?

◉ Yes ○ No

BA

Degree Type

1985

Date Degree Awarded

### College/ University B

Name of College Attended

Course of Study / Major

Units Completed

## Type of Units Completed

None Selected

## Degree Awarded?

○ Yes ○ No

Degree Type

Date Degree Awarded

## College/ University C

Name of College Attended

Course of Study / Major

Units Completed

## Type of Units Completed

None Selected

## Degree Awarded?

○ Yes ○ No

Degree Type

Date Degree Awarded

### Other schools / training completed:

Course Studied

Hours Completed

### Certificate Awarded?

○ Yes ○ No

## Work History

Please provide information on your last three positions, including your current one if you are working.

### 1st (Most Recent)

3/5/2001-1/2/18

Dates (Month, Day, Year) From - To

40

Hours per Week Worked?

### Volunteer Work?

○ Yes ◉ No

Senior Retirement Consultant

Position Title

### Employer's Name and Address

Willis Towers Watson 345 California Street San Francisco, CA 94104

## Duties Performed

Recently retired after a 30+ career in the retirement field. Consulted with fortune 500 and larger employers on their Defined Contribution Plans (401(k), 403(b), nonqualified plans, etc), including plan design, vendor selection, governance, compliance, and regulatory/legislative updates and trends.

---

## 2nd

7/1/14-7/1/15

Dates (Month, Day, Year) From - To

varies

Hours per Week Worked?

## Volunteer Work?

(•) Yes ( ) No

President of Governing Board

Position Title

## Employer's Name and Address

Western Pension and Benefits Council - Governing Board of 11 chapters across the west

## Duties Performed

Member of the Western Pension and Benefits Council over 20+ years performing various duties from being on committees to chairing San Francisco Chapter Program Committee and Spring Conference to Board Member at Large to Board Treasurer to VP and then President of SF chapter. Once SF VP level also joined Governing board of 11 chapters, with roles of secretary, VP marketing, & finally President of Gov Board.

---

## 3rd

1996-2001

Dates (Month, Day, Year) From - To

40

Hours per Week Worked?

### Volunteer Work?

○ Yes ◉ No

Director

Position Title

### Employer's Name and Address

PriceWaterhouseCoopers 333 Market Street San Francisco, CA

### Duties Performed

Defined contribution retirement plan relationship manager for clients and managed outsourcing teams. Responsible for selling and retaining clients as well as developing colleagues.

Upload a Resume

## Final Questions

### How did you learn about this vacancy?

☑ Newspaper Advertisement

If "Other" was selected please explain

### . Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

○ Yes ◉ No

### If Yes, please identify the nature of the relationship:

### Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

○ Yes ◉ No

**If Yes, please identify the nature of the relationship:**

Print Form

RECEIVED
AUG 1 8 2018
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

Contra Costa County

**For Office Use Only**
Date Received:

**For Reviewers Use Only:**
Accepted Rejected

# BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

**MAIL OR DELIVER TO:**
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
**PLEASE TYPE OR PRINT IN INK**
**(Each Position Requires a Separate Application)**

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

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

representative/member-at-large
**PRINT EXACT SEAT NAME (if applicable)**

1. **Name:** Lipson (Last Name) Steve (First Name) B (Middle Name)

2. **Address:** [redacted] (No.) (Street) El Cerrito. (Apt.) (City) [redacted] (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: BS degree, Electrical Engineering

| Names of colleges / universities attended | Course of Study / Major | Degree Awarded | Units Completed | | Degree Type | Date Degree Awarded |
|---|---|---|---|---|---|---|
| | | | Semester | Quarter | | |
| A) University of Michigan | Electrical Engineering | Yes No ☐☒ | 4 | | | |
| B) Wayne State University | Electrical Engineering | Yes No ☒☐ | | 9 | BS | 1983 |
| C) | | Yes No ☐☐ | | | | |
| D) Other schools / training completed: | Course Studied | Hours Completed | Certificate Awarded: Yes No ☐☐ | | | |

**THIS FORM IS A PUBLIC DOCUMENT**

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

| | | |
|---|---|---|
| A) Dates (Month, Day, Year)<br>From: Aug 2016 To: present<br>Total: Yrs. 2 Mos.<br>Hrs. per week 20. Volunteer ☒ | Title: Founder/Director<br>Employer's Name and Address: ElderTech | Duties Performed: Establish partnerships between senior centers, churches, high schools and school districts with the goal of providing older adults with one-on-one mobile technologies tutoring. Supervised intergenerational tutoring sessions, designed tutorial cirriculum, authored TechTalks. |
| B) Dates (Month, Day, Year)<br>From: Mch 2015 To: present<br>Total: Yrs. 3 Mos. 3<br>Hrs. per week 1. Volunteer ☒ | Title: committee member/Chairman<br>Employer's Name and Address: City of E Cerrito<br>El Cerrito Committee on Aging | Duties Performed: 15 months as a committee member examining and advocating for the needs of older adults in El Cerrito and subsequently making appropriate recommendations to City Council. Active on several subcommittees. 2 Years as Committee Chair. |
| C) Dates (Month, Day, Year)<br>From: Mch 2008 To: mch 2016<br>Total: Yrs. 8 Mos.<br>Hrs. per week 1.5. Volunteer ☒ | Title: commissioner/Vice Chair<br>Employer's Name and Address: City of El Cerrito<br>Park and Rec Commission | Duties Performed: 7 years as a commissioner examining and advocating for the park and rec needs of El Cerrito residents and subsequently making appropriate recommendations to City Council. Active on several subcommittees. 1 year as Commission Vice Chair. |
| D) Dates (Month, Day, Year)<br>From: 1999 To: Present<br>Total: Yrs. Mos.<br>Hrs. per week . Volunteer ☐ | Title: Author/Co-Author<br>Employer's Name and Address: Osborne/McGraw Hill<br>Microsoft Press<br>ElderTech Academy | Duties Performed: Write books, articles, and collateral materials addressing the technology needs of older adults. Co-authored 2 books with Mary Furlong, founder of SeniorNet,for Microsoft Press and Osborne/McGraw Hill. |

7. How did you learn about this vacancy?

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

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: Sy B. Jr Date: Aug 7, 2018

## 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.

Print Form

Contra Costa County

| For Office Use Only |
|---|
| Date Received: |

| For Reviewers Use Only: | |
|---|---|
| Accepted | Rejected |

KL
JUN 15 2018
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

# BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

**MAIL OR DELIVER TO:**
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
**PLEASE TYPE OR PRINT IN INK**
**(Each Position Requires a Separate Application)**

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

ADVISORY COUNCIL ON AGING
PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

AT-LARGE SEAT MEMBER
PRINT EXACT SEAT NAME (if applicable)

1. **Name:** MEHTA (Last Name) JATIN (First Name) K [redacted] (Middle Name)

2. **Address:** [redacted] (No.) (Street) (Apt.) BRENTWOOD (City) [redacted] (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 MASTERS

| Names of colleges / universities attended | Course of Study / Major | Degree Awarded | Units Completed | | Degree Type | Date Degree Awarded |
|---|---|---|---|---|---|---|
| | | | Semester | Quarter | | |
| A) The University of Toledo, OH | M.S in Pharmaceutical sciences | Yes No ☒☐ | 43 | | M.S. | 5/10/03 |
| B) The University of Pune, India | M.S in pharmacy (Pharmacology) | Yes No ☐☐ | 36 | | M.S | 12/1999 |
| C) Shivaji University India | Pharmacy | Yes No ☐☐ | 136 | | B. Pharmacy | 1/27/1997 |
| D) Other schools / training completed: | Course Studied | Hours Completed | | | Certificate Awarded: Yes No ☐☐ | |

**THIS FORM IS A PUBLIC DOCUMENT**

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

| A) Dates (Month, Day, Year) From / To | Title / Employer's Name and Address | Duties Performed |
|---|---|---|
| From: ~~12/10/03~~ 9/13 To: Present<br>Total: Yrs. 04 Mos. 09<br>Hrs. per week 40. Volunteer ☐ | Title: PHARMACY MANAGER<br>Employer's Name and Address: RITE AID<br>20 E. 18th ST.<br>ANTIOCH, CA - 94509 | - Dispensing prescriptions<br>- Consulting customers on health conditions & proper usage of medications.<br>- Immunizations.<br>- Compliance with federal, state & local laws. |
| **B) Dates (Month, Day, Year) From / To** | **Title / Employer's Name and Address** | **Duties Performed** |
| From: 08/2008 To: 08/13<br>Total: Yrs. 5 Mos.<br>Hrs. per week 40. Volunteer ☐ | Title: PHARMACIST<br>Employer's Name and Address: RITE AID<br>4100 LONE TREE WAY<br>ANTIOCH, CA | SAME AS DESCRIBED ABOVE |
| **C) Dates (Month, Day, Year) From / To** | **Title / Employer's Name and Address** | **Duties Performed** |
| From: 12/10/03 To: 7/2008<br>Total: Yrs. 4 Mos. 7<br>Hrs. per week 40. Volunteer ☐ | Title: PHARMACIST<br>Employer's Name and Address: RITE AID<br>~~CH~~ CLEVELAND, TN | SAME AS DESCRIBED ABOVE |
| **D) Dates (Month, Day, Year) From / To** | **Title / Employer's Name and Address** | **Duties Performed** |
| From: To:<br>Total: Yrs. Mos.<br>Hrs. per week . Volunteer ☐ | Title:<br>Employer's Name and Address: | |

**THIS FORM IS A PUBLIC DOCUMENT**

7. **How did you learn about this vacancy?**

☐CCC Homepage ☐ Walk-In ☐Newspaper Advertisement ☐District Supervisor ☒Other AAA representative Mr. Jaime Ray

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:** 6/10/18

## Important Information

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

**THIS FORM IS A PUBLIC DOCUMENT**

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services

Date: December 11, 2018

Subject: Add one (1) Public Health Nurse position in the Health Services Department

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22389 to add one (1) permanent full-time Public Health Nurse (VVXA) position at salary plan and grade level LT2-1832 ($8,982-$11,217) in the Health Services Department. (Represented)

**FISCAL IMPACT:**

Upon approval, this action has an annual cost of approximately $225,373 with $51,257 with pension costs already included. The entire cost is fully funded by the Health Resources and Services Administration, an agency of the U.S. Department of Health and Human Services.

**BACKGROUND:**

The Health Services Department is requesting to add one (1) permanent full-time Public Health Nurse position allocated to the Health Care for the Homeless and Choosing Change program. The program provides comprehensive outpatient treatment for substance use disorder treatment plans, medication, counseling and connection to recovery services. Patients from the program are given buprenorphine as a treatment for opioid addiction in addition to the group counseling sessions. The program serves a variety of clients including a growing number of homeless.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Sabrina Pearson, (925) 957-5240

**cc:**

BACKGROUND: (CONT'D)

The primary duties of the new position is to provide case management to homeless individuals, field case visits to include clients' homes or other sites, care coordination and linkages to services.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Health Care for the Homeless and Choosing Change program will not have the appropriate level of staffing to provide services which will adversely impact patient care.

ATTACHMENTS

P300 22389_Add 1 PH Nurse in HSD

# POSITION ADJUSTMENT REQUEST

NO. 22389
DATE 11/21/18

Department Health Services Budget Unit No. 0450 Org No. 6377 Department No./ Agency No. A18

Action Requested: Add one (1) Public Health Nurse (VVXA) position in the Health Services Department.

Proposed Effective Date: 12/11/2018

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 $225,373 Net County Cost 0

Total this FY $93,905 N.C.C. this FY $0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% Health Resources and Services Administrators

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Sabrina Pearson
_____
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

_____ _____
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE _____

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.
☐ _____(Date)

_____ _____
(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 11/26/18

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☒ Other: Approve as recommended by the department.

/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:

P300 (M347) Rev 3/15/01

# REQUEST FOR PROJECT POSITIONS

Department _____ Date 11/21/2018 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: Contra Costa County Fire Protection District Board of Directors

From: Jeff Carman, Chief, Contra Costa County Fire Protection District

Date: December 11, 2018

Subject: Adding and Deleting Positions in the Contra Costa County Fire Protection District

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22391 authorizing the addition and deletion of certain positions in the Contra Costa County Fire Protection District.

**FISCAL IMPACT:**

The cost of adding one Assistant Fire Chief-Exempt position and canceling one Fire Marshal position is estimated at $39,650 annually. This will be an ongoing cost the District needs to include when developing future recommended budgets.

The estimated cost of adding a total of 18 (combined) Firefighter Recruit and Firefighter-Paramedic Recruit positions is $637,850 for fiscal year 2018-19. That estimate is based on a target academy start date in mid February 2019.

It is intended that the recruits hired into these newly added positions will primarily fill existing positions that will be vacated through attrition in the classifications of Firefighter, Firefighter-Paramedic, Fire Engineer, Fire Captain, Battalion Chief, and (possibly) Assistant Fire Chief-Ex. This action may result in the District carrying some filled positions in excess of minimum staffing for a brief period of time. Relief positions fill minimum staffing absences

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

Contact: Jackie Lorrekovich, Chief Admin Svcs (925) 941-3300 x1300

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

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:** Jackie Lorrekovich

FISCAL IMPACT: (CONT'D)
caused by industrial injuries, use of paid leave accruals, training, special assignments, and strike teams. Use of relief positions reduces reliance on overtime to fill minimum staffing vacancies.

The above recommendations will be funded with CCCFPD General Operating Fund revenue.

BACKGROUND:
The attached Position Adjustment Resolution (P300) recommends the addition and deletion of several positions within the Contra Costa County Fire Protection District (District).

## Add one (1) full-time Assistant Fire Chief-Exempt (RPB1) (unrepresented) position and cancel vacant Fire Marshal (RJGA) (unrepresented) position number 5269.

With the recent departure of the incumbent Fire Marshal, the District has the opportunity to align this vacant position to a more appropriate classification based on the size of the agency, size of the Fire Prevention Bureau, scope and breadth of responsibilities, and reporting relationships (both up and down). The Fire Marshal position reports to the Deputy Fire Chief and oversees the Fire Prevention Bureau, which involves a tremendous amount of responsibility for mandated inspections, new and existing construction permits, arson investigations, and exterior hazard control. It is our recommendation that this position be filled by an Assistant Fire Chief-Exempt going forward.

## Add ten (10) Firefighter Recruit (RPWD) (represented) positions and eight (8) Firefighter-Paramedic Recruit (RP7A) (represented) positions.

The hiring process for a recruit is protracted. After Merit System testing is completed and an eligible list established, the District must interview all Band A candidates. Band A will typically consist of well over 100 candidates. Candidates then undergo a thorough background investigation, and upon completion of a background investigation, medical screen. The recruit academy typically runs 16-18 weeks, and there is generally an adjustment period after the recruits graduate and are placed into shift assignments (i.e., before being allowed to act as the solo firefighter on a crew that consists of a firefighter, engineer, and captain). All steps of the pre-employment assessments and the recruit academy involve a certain amount of attrition. Additionally, all engineer, captain, battalion chief, and some assistant fire chief vacancies are filled through internal promotions. Those vacancies eventually must be filled at the recruit level.

Consequently, the District must plan to start the recruit testing and hiring process at least one year prior to anticipated vacancies. While Academy 52 is currently underway, the District calculates it will need to have another recruit academy (Academy 53) beginning in February 2019 to be able to have enough firefighters to fill anticipated vacancies that will occur between now and the end of Academy 53. This action establishes those positions.

## Delete certain vacant, unfunded positions as listed in Attachment A to the Position Adjustment Resolution (P300).

This action deletes a number of vacant, unfunded positions within the Contra Costa County Fire Protection District. This is essentially a clean up item to abolish vacant, unfunded positions that are no longer used by the District.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in addition and deletion of targeted positions, which may affect the start date of Recruit Academy 53, and as a result, the District's ability to fill budgeted positions as the SAFER grant period of performance starts, Fire Station 16 is reopened, March retirements occur, and the 2019 fire season begins.

ATTACHMENTS

P300 No. 22391

P300 No. 22391 - Attachment A

# POSITION ADJUSTMENT REQUEST

NO. 22391
DATE 11/26/18

Department No./
Department Contra Costa County Fire Protection District Budget Unit No. 7300 Org No. 7300 Agency No. 70

Action Requested: ADOPT Position Adjustment Resolution No. 22391 authorizing the addition and deletion of certain positions in the Contra Costa County Fire Protection District as defined in Atttachment A.

Proposed Effective Date: 12/01/2018

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 $39,650.00 Net County Cost $0.00

Total this FY $677,500.00 N.C.C. this FY $0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jackie Lorrekovich
_____
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Paul Reyes 11/26/18
_____ _____
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/29/2018
ADOPT Position Adjustment Resolution No. 22391 authorizing the addition and deletion of certain positions in the Contra Costa County Fire Protection District as defined in Atttachment A.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.
☒ 11/30/2018(Date)

Marta Goc 11/29/2018
_____ _____
(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/6/2018
☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Paul Reyes
_____
(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:

P300 (M347) Rev 3/15/01

# REQUEST FOR PROJECT POSITIONS

Department _____ Date _____ 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 FIRE PROTECTION DISTRICT
POSITIONS TO BE **ADDED** AND **DELETED**

**DEPARTMENT: Contra Costa County Fire Protection District (7300)**

EFFECTIVE: December 1, 2018 **ADD POSITIONS**

| Position # | Job Title | Job Code | Org # | From FT/PT | to FT/PT | Vacant/ Filled |
|---|---|---|---|---|---|---|
| NEW | Assistant Fire Chief-Exempt | RPB1 | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter Recruit | RPWD | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter Recruit | RPWD | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter Recruit | RPWD | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter Recruit | RPWD | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter Recruit | RPWD | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter Recruit | RPWD | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter Recruit | RPWD | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter Recruit | RPWD | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter Recruit | RPWD | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter Recruit | RPWD | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter-Paramedic Recruit | RP7A | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter-Paramedic Recruit | RP7A | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter-Paramedic Recruit | RP7A | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter-Paramedic Recruit | RP7A | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter-Paramedic Recruit | RP7A | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter-Paramedic Recruit | RP7A | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter-Paramedic Recruit | RP7A | 7300 | 0 | 40/40 | NEW |
| NEW | Firefighter-Paramedic Recruit | RP7A | 7300 | 0 | 40/40 | NEW |

EFFECTIVE: Close of Business November 30, 2018 **DELETE POSITIONS**

| Position # | Job Title | Job Code | Org # | From FT/PT | to FT/PT | Vacant/ Filled |
|---|---|---|---|---|---|---|
| 5264 | Asst Fire Chief Group I | RPBA | 7300 | 40/40 | 0 | Vacant |
| 5265 | Asst Fire Chief Group I | RPBA | 7300 | 40/40 | 0 | Vacant |
| 5314 | Battalion Chief-40 Hour | RPHE | 7300 | 40/40 | 0 | Vacant |
| 5321 | Battalion Chief-56 Hour | RPHA | 7300 | 40/40 | 0 | Vacant |
| 12035 | Battalion Chief-56 Hour | RPHA | 7300 | 40/40 | 0 | Vacant |
| 5306 | Fire Education Coordinator | RJHD | 7300 | 40/40 | 0 | Vacant |
| 10528 | Fire EMS Quality Improvement Coord | RWSD | 7300 | 40/40 | 0 | Vacant |
| 6704 | Fire Equipment Mechanic I | PMVC | 7300 | 40/40 | 0 | Vacant |

EFFECTIVE: Close of Business November 30, 2018 **DELETE POSITIONS**

| Position # | Job Title | Job Code | Org # | From FT/PT | to FT/PT | Vacant/ Filled |
|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| 5269 | Fire Marshal | RJGA | 7300 | 40/40 | 0 | Vacant |
| 5270 | Fire Marshal | RJGA | 7300 | 40/40 | 0 | Vacant |
| 10826 | Fire Prevention Captain | RPTD | 7300 | 40/40 | 0 | Vacant |
| 5298 | Fire Prevention Technician | RJWC | 7300 | 40/40 | 0 | Vacant |
| 5300 | Fire Prevention Technician | RJWC | 7300 | 40/40 | 0 | Vacant |
| 12032 | Fire Prevention Technician | RJWC | 7300 | 40/40 | 0 | Vacant |
| 12451 | Fire Prevention Technician | RJWC | 7300 | 40/40 | 0 | Vacant |
| 5683 | Office Manager | JJHC | 7300 | 40/40 | 0 | Vacant |
| 5680 | Storekeeper | 91VA | 7300 | 40/40 | 0 | Vacant |
| 5276 | Supervising Fire Inspector | RJHC | 7300 | 40/40 | 0 | Vacant |
| 5277 | Supervising Fire Inspector | RJHC | 7300 | 40/40 | 0 | Vacant |

Contra Costa County

To: Board of Supervisors

From: Melinda Cervantes, County Librarian

Date: December 11, 2018

Subject: Increase hours of two positions and Cancel one position at the Library

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22386 to increase the hours of one (1) Community Library Manager (3AGG) (represented) position number 6651 and incumbent from part-time (32/40) to full-time at salary plan and grade ZAX 1624 ($6,115 - $7,809); increase the hours of one (1) vacant Library Assistant-Journey Level (3KVB) (represented) position number 6250 from part-time (20/40) hours to full-time at salary plan and grade QXX 1030 ($3,395 - $4,336) and flag it as Spanish bilingual; and cancel one (1) vacant part-time (20/40) Library Assistant-Journey Level (3KVB) (represented) position number 11856 at salary plan and grade QXX 1030 ($3,395 - $4,336) in the Library Department.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual cost to the Library Fund of approximately $10,120. No fiscal impact to the County general fund.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Samuel Treanor (925) 608-7702

**cc:** Jeremy Treanor

BACKGROUND:

Increasing the Oakley Community Library Manager position from 32/40 hours to 40/40 hours will align the manager's schedule to the library's open hours, which are currently 40 hours per week, and will allow the manager to more effectively balance the demands of the position. The Oakley Community Library serves the community of Oakley and operates 5 days a week for 8 hours a day. The Community Library Manager is only allocated to work 4 of those days, leaving the library without a manager one day a week.

Creating one full-time Library Assistant-Journey Level position will reduce benefits costs and increase the Library's competitive ability to fill positions. Canceling one Library Assistant-Journey Level position and increasing the hours of another Library Assistant-Journey Level position and flagging it as bilingual Spanish results in a net savings of $14,516 annually. Flagging the position as bilingual is necessary because approximately 24% of the population served by the Oakley Community Library is Spanish speaking. Having a bilingual employee available would enable the Library to serve a substantial portion of its population more effectively.

CONSEQUENCE OF NEGATIVE ACTION:

If this position change is not approved, the Oakley Community Library will lack a manager for one of its open days. The Library will also not realize a cost savings in benefits costs for its Library Assistant - Journey Level position and will be competitively disadvantaged in filling its vacant positions.

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

P300 22386 Increase hrs of CLM and LAJ-Cancel PT LAJ

Attachment 1 to P300 22386

# POSITION ADJUSTMENT REQUEST

NO. 22386
DATE 10/12/2018

Department No./
Department County Library Budget Unit No. 0621 Org No. 3764 Agency No. 85

Action Requested: Increase one (1) 32/40 Community Library Manager Position number 6651 to 40/40 Community Library Manager. Increase one (1) 20/40 Library Assistant-Journey Level position number 6250 to 40/40 Library Assistant-Journey Level and flag it as bilingual. Cancel one (1) 20/40 Library Assistant-Journey Level position number 11856.

Proposed Effective Date: 12/1/2018

Classification Questionnaire attached: Yes ☒ No ☐ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $10,120.00 Net County Cost $0.00

Total this FY $5,903.00 N.C.C. this FY $0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Library Fund

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Melinda S. Cervantes
_____
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

BR for JE 11/20/2018
_____ _____
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/27/2018
See Attachment 1.

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 11/27/2018
_____ _____
(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/6/2018
☒ 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:

P300 (M347) Rev 3/15/01

# REQUEST FOR PROJECT POSITIONS

Department _____ Date10/12/18 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

ADOPT Position Adjustment Resolution No. 22386 to increase the hours of one (1) Community Library Manager (3AGG) (represented) position number 6651 and incumbent from part-time (32/40) to full-time at salary plan and grade ZAX 1624 ($6,115.66 - $7,809.95); increase the hours of one (1) vacant Library Assistant-Journey Level (3KVB) (represented) position number 6250 from part-time (20/40) hours to full-time at salary plan and grade QXX 1030 ($3,395.75 - $4,336.51) and flag it as Spanish bilingual; and cancel one (1) vacant part-time (20/40) Library Assistant-Journey Level (3KVB) (represented) position number 11856 at salary plan and grade QXX 1030 ($3,395.75 - $4,336.51) in the Library Department.

Contra Costa County

To: Board of Supervisors

From: Melinda Cervantes, County Librarian

Date: December 11, 2018

Subject: Add one Librarian Specialist 40/40 position and cancel one Librarian 40/40 position

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22387 to add one (1) full-time Librarian Specialist (3AVA) (represented) position at Salary Plan and Grade QXX 1479 ($5,296 -$6,764) and cancel one (1) full-time Librarian (3AWA) (represented) position number 12930 at Salary plan and grade QXX 1341 ($4,620 - $5,900) in the Library Department.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual cost to the Library Fund of approximately $11,454. No fiscal impact to the County general fund.

**BACKGROUND:**

The position at issue serves and provides library services to incarcerated

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Samuel Treanor (925) 608-7702

**cc:**

BACKGROUND: (CONT'D)

youths at Juvenile Hall and the Orin Allen Youth Rehabilitation Facility. The most recent incumbent of the position accepted a Community Library Manager position, leaving the position vacant and jeopardizing library services for the affected youths. This Librarian position has been both notoriously difficult to fill and requires work that can exceed that of the Librarian classification. Consequently, eliminating the position at the Librarian level and adding a Librarian Specialist position will solve both of these problems.

CONSEQUENCE OF NEGATIVE ACTION:

If this position change is not approved, recruiting for the vacant position that serves Juvenile Hall and the Orin Allen Youth Facility will be more difficult and incarcerated minors will be unable to access library services.

ATTACHMENTS

P300 22387-Add Lib Spec Cancel Librarian

# POSITION ADJUSTMENT REQUEST

NO. 22387
DATE 11/12/2018

Department No./
Department County Library Budget Unit No. 0620 Org No. 3919 Agency No. 85

Action Requested: Add one (1) 40/40 Librarian Specialist (represented) position. Cancel one (1) 40/40 Librarian (represented) position number 12930.

Proposed Effective Date: 12/1/2018

Classification Questionnaire attached: Yes ☒ No ☐ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $11,454.00 Net County Cost $0.00

Total this FY $6,681.00 N.C.C. this FY $0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Library Fund

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Melinda S. Cervantes
_____
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

BR for JE 11/20/2018
_____ _____
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/28/2018
Add one (1) full-time Librarian Specialist (3AVA) (represented) position at salary plan and grade QXX 1479 ($5,296.76 - $6,764.18) and cancel one (1) full-time Librarian (3AWA) (represented) position number 12930 at salary plan and grade QXX 1341 ($4,620.29 - $5,900.30) in the Library Department.

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 11/28/2018
_____ _____
(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/6/2018
☒ 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:

P300 (M347) Rev 3/15/01

# REQUEST FOR PROJECT POSITIONS

Department _____ Date10/12/18 No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
   Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost

   a. Salary & Benefits Costs: _____ b. Support Costs: _____
   (services, supplies, equipment, etc.)

   c. Less revenue or expenditure: _____ d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
   a. potential future costs
   b. legal implications
   c. financial implications
   d. political implications
   e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
   - ☐ a. Competitive examination(s)
   - ☐ b. Existing employment list(s) Which one(s)? _____
   - ☐ c. Direct appointment of:
     - ☐ 1. Merit System employee who will be placed on leave from current job
     - ☐ 2. Non-County employee

   Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 11, 2018

Subject: California Department of Health and Human Services, Housing Bureau Gant Funding

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of its Aging and Adult Services Bureau, to apply for and accept funding from the California Department of Health and Human Services, Housing Bureau in an amount not to exceed $1,088,351 for the Adult Protective Services Home Safe Program for the period of January 1, 2019 through June 30, 2021.

**FISCAL IMPACT:**

County to receive an amount not to exceed $1,088,351 over a two and a half year period, January 1, 2019 through June 30, 2021, from the California Department of Health and Human Services. The required 1:1 match will be from cash, or in-kind 2011 Adult Protective Services (APS) Realignment Funds.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Elaine Burres 608-4960

By: , Deputy

**cc:**

BACKGROUND:

The goal of the Home Safe Program is to support the safety and housing stability of individuals involved in Adult Protective Services (APS) by providing housing-related assistance grounded in evidence-based practices for homeless assistance and prevention. Home Safe will serve APS clients that are experiencing homelessness or are at imminent risk of homelessness due to elder or dependent adult abuse, neglect, self-neglect, or financial exploitation. APS clients who are homeless or at risk of homelessness, as determined by APS, are eligible to receive Home Safe Program services. Clients must also voluntarily agree to participate in the program. The grant funding will be used to:

1. Support short-term housing interventions, including case management paired with one time, short term or shared housing assistance consistent with evidence-based practices;
2. Address program gaps and build capacity in areas needed to support partnerships between APS, coordinated entry systems, and local homelessness systems; and
3. Strengthen linkages & working relationships among agency partners working with APS clients to better meet the needs of vulnerable and homeless older adults at risk of homelessness.

Employment and Human Services, Aging and Adult Services Bureau, will partner with Contra Costa County Health Services, Health Housing and Homelessness Services (H3), and contracted partners to deliver housing prevention and intervention services.

The pros and cons of the grant are as follows:

Pros:

- Leverages existing APS services and housing partners to address steps of services to homeless older adults who are victims of crime, elder abuse, neglect, self-neglect or financial exploitation.
- Focuses on prevention in order for older adults to remain safely in their homes and avert homelessness and entry into shelters and other systems of care.
- Builds capacity for the County's housing and homelessness systems as part of state Homeless Emergency Aid Program (HEAP) to leverage Health Housing and Homelessness (H3) funding streams.

Cons:

- Sustainability of the program funding beyond the end of the grant funding term, June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the Adult Protective Services programs will continue to face an increasing number of vulnerable older adults clients becoming homeless without prevention or diversion activities to mitigate the rising costs of affordable housing, loss of housing subsidies, and lack of appropriate short-term housing options.

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 11, 2018

Subject: Head Start Program Improvement Grant

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Department director, or designee, to apply for and accept funding from the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start, in an amount not to exceed $755,851 for a supplemental, one-time grant to provide quality enhancement improvements at Head Start program centers.

**FISCAL IMPACT:**

The County will receive a one-time federal grant in an amount not to exceed $755,851. As Grantee, the County is required to generate a 20% non-federal match ($188,963), however the Department will seek a waiver of the match requirement. The match is usually achieved through collaboration with State Child Development programs and the volunteer hours accrued by Head Start parents and community partners. With this grant, there will be no community or parent involvement. Historically, the Department has been successful in receiving match waivers for similar grant programs. If the request for waiver for the non-federal share is not granted, the match will come from the use of County-owned Head Start facilities and/or County General fund dollars.

[CFDA 93.600]

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: CSB (925) 681-4261

By: , Deputy

**cc:** Christina Reich, Haydee Ilan

BACKGROUND:

Contra Costa County submits an application annually to the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start, as the Head Start grantee. This board order presents an opportunity for the County to apply for a supplemental, one-time grant to support health and safety quality improvements at County Head Start and Early Head Start programs. The funding term will be November 1, 2018 through May 31, 2019. The grant was unanimously approved by the Head Start Policy Council on November 28, 2018.

If the grant is received, the funds are proposed to be utilized to re-roof the main building of Balboa Children's Center (Richmond); installation of a CCTV system at Marsh Creek Children's Center (Brentwood); re-roof the building for Crescent Park Children's Center (Richmond); upgrade and install additional classroom cameras at GM III Children's Center (Richmond).

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will be unable to apply for a grant to cover the cost of implementing facility and safety improvements.

CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the Employment & Human Services Department’s Head Start program supports three of Contra Costa County’s community outcomes - Outcome 1: Children Ready for and Succeeding in School, Outcome 3: Families that are Economically Self-sufficient, and Outcome 4: Families that are Safe, Stable, and Nurturing. These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

ATTACHMENTS

Budget narrative

**2018 PROGRAM IMPROVEMENT CH GRANT BUDGET**

Community Services Bureau (CSB) is submitting this request for supplemental funding under the Head Start Program in the amount of $755,851 to comply with federal rating requirements and to cover two major needs directly related to improving the quality of health and safety of children in our centers. CSB made a review and assessment of the safety of physical environments of our existing centers in order that this program can holistically support and provide safe learning environments for our children. Our Licensed Certified Playground Safety Inspector (CPSI) has identified additional needs to improve the quality of our existing building in two of our centers.

The following sections provide more detailed information:

**(6h) Other – Building maintenance and repair $720,851**

CSB is requesting funding to re-roof the buildings at our Balboa and Crescent Park centers due to recommendations from a recent annual inspection visit from Public Works Department. Due to concerns from the annual inspection, Public Works Department dispatched a roofing consultant for further inspection. The roofing consultant confirmed the roof for both centers are deteriorated and in need of major repair. These two centers have continuously experienced multiple roof leaks that County Building Maintenance has temporarily repaired. The frequency of roofing repairs has significantly increased within the past few years. As a result from these leaks, there may be a high probability of dry rot damage and mold. This imposes an immediate health and safety risk for our children, families and staff at these centers. Based on Public Works and roofing consultant's concerns, they highly recommend action be taken in order to address the dry rot. Priority is also focused on addressing possible health and safety concerns associated with water

damage (mold, mildew and fungus). In an effort to maintain a safe environment for our children, families and staff, it is a very high priority for CSB to resolve.

| | |
|---|---|
| Balboa Center | $488,885 |
| Crescent Park | 231,966 |
| **TOTAL** | **$720,851** |

**(6h) Other (Health and Safety) $ 35,000**

CSB is requesting funding to install new CCTV system for Marsh Creek and to upgrade the CCTV system of GM III into a digital system as well as add additional cameras in classrooms to cover blind spots.

| | |
|---|---|
| Marsh Creek | $18,000 |
| George Miller (GM) III | 17,000 |
| **TOTAL** | **$35,000** |

| | |
|---|---|
| **TOTAL SUPPLEMENTAL BUDGET** | **$755,851** |

| | |
|---|---|
| **NON FEDERAL MATCH** | **$ -0-** |

The bureau is requesting a waiver of non-federal match in the amount of $188,963. There is no community or parent involvement in these proposals and, therefore, it is not feasible to generate non-federal match.

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 11, 2018

Subject: 2019 Early Head Start Program Expansion Grant

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to apply for and accept funding in an amount not to exceed $1,308,000 from the Department of Health and Human Services Administration for Children and Families for Early Head Start supplemental funding, for the term of January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**

If awarded the County would receive supplemental revenues in an amount not to exceed $1,308,000. The County, as Grantee, would be required to generate a 20% non-federal in-kind match, in an amount not to exceed $327,000. The match will be met through collaboration with State Child Development programs and the volunteer hours accrued by Head Start parents and community partners.

[CFDA 93.708]

**BACKGROUND:**

The Administration for Children and Families (ACF) routinely provides expanded funding opportunities throughout the program year. The Office of Head Start recognizes that grantees will identify needs for additional funding during the initial implementation phase that were not apparent at the time of the initial

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

Contact: CSB (925) 681-4261

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

By: , Deputy

**cc:** Haydee Ilan, Christina Reich

BACKGROUND: (CONT'D)

award. The Employment and Human Services Department has identified the need for additional funds to address health and nutrition, disabilities and mental health, safety, and professional development for Early Head Start staff.

The Board approved submission of a grant application to ACF for Early Head Start Continuation funding on September 11, 2018 (c.49). This board order is to approve submission of a supplemental grant application for Early Head Start program expansion. The application submittal was approved by the Head Start Policy Council on November 28, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, supplemental funding to operate the program will not be received.

CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the Employment and Human Services Department's Head Start program supports three of Contra Costa County's community outcomes: (1) Children Ready for and Succeeding in School; (3) Families that are Economically Self-sufficient; and (4) Families that are Safe, Stable, and Nurturing. These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

ATTACHMENTS

Budget Narrative

**Contra Costa County Employment & Human Services Department**
**Community Services Bureau**
**2019 Early Head Start Program Expansion Grant Funding Application**

## EXECUTIVE SUMMARY
## INCOMING FUNDS NARRATIVE STATEMENT

**1. PROJECT/PROGRAM TITLE.** Early Head Start Program Expansion Grant Funding Application for Budget Period 1/1/19 through 12/31/19.

**2. FUNDING AGENCY.** Department of Health and Human Services, Administration for Children and Families (ACF), Office of Head Start (OHS).

**3. SUBMITTAL STATUS.** This is a submission of application for expansion grant funding for FY 2019.

**4. PROPOSED TERM.** Funding must be requested annually. The standard one-year budget period is from 1/1/19 through 12/31/19. The budget summary is below.

**5. CURRENT FUNDING.** Funding for Head Start and Early Head Start is provided by federal dollars. Contra Costa County, as Grantee, is required to generate a 20% non-federal match of the total project budget, which may be in cash or in-kind contributions, fairly valued.

**6. FUTURE FUNDING.** An application for continuation grant funding must be submitted each year.

**7. BUDGET SUMMARY**

| **Budget Categories:** | **FY 2019 EHS Program Operation** |
|---|---|
| Personnel | $ 207,900 |
| Fringe Benefits | $ 145,530 |
| T & TA | $ 65,000 |
| Travel | $ - |
| Supplies | $ 131,000 |
| Contractual | $ 595,200 |
| Loss of Subsidy | $ 30,800 |
| Other | $ 20,911 |
| Start Up | $ 68,000 |
| **Sub-Total of Direct Charges** | **$1,264,341** |
| Indirect Costs | $ 43,659 |
| **Total Federal Amount Being Requested** | **$1,308,000** |
| **Non-Federal Share** | **$ 327,000** |
| ***Total Federal and Non-Federal*** | ***$ 1,635,000*** |

**8. STAFFING REQUIREMENTS.** As Grantee, Contra Costa County operates the Early Head Start Program, which is administered and staffed by the Employment & Human Services Department, Community Services Bureau.

**9. PROGRAM NEED.** The Community Services Bureau serves the needs of low-income children (3-5 years of age under Head Start, and prenatal - 3 yrs under Early Head Start) and their families, by providing quality childcare, child development, and other services such as medical, mental health and dental needs.

**10. RELATIONSHIP TO OTHER PROGRAMS.** The Community Services Bureau's Early Head Start program combines Federal Head Start and State Child Development funding into one cohesive program. The Bureau also has strong collaborations with other departments within the County and partners with community based organizations, local private businesses, schools, non-profits, and volunteer organizations.

**11. PROJECT GOALS. (Same goals and objectives for both Head Start and Early Head Start)**

**Goal 1:** Through the use of multiple technologies, CSB will develop systems to enhance staff and client communication while coordinating program-wide approaches to effective data management and ensuring high quality service delivery.
**Goal 2:** Due to an 84% increase in Early Head Start slots (from 311 to 573) in two years, CSB will enhance its Early Head Start programming through a multi-faceted approach.
**Goal 3:** CSB will implement a "Grow Our Own" approach to hiring, developing, and retaining a robust staff across all service areas that are responsive to the clients and intrinsically motivated to be the best they can be through a variety of supports and services.
**Goal 4**: CSB will implement data-driven Parent, Family and Community Engagement (PFCE) services that embrace the PFCE framework and result in measurable impacts that achieve the mission of the organization.

**12. STATED OBJECTIVES.**

- By June 30, 2019, CSB will place interactive self-service kiosk stations at large centers and the administration building with user-friendly interface and software that interacts with CSB's data management system.
- By June 30, 2019, CSB will implement the use of an interactive web-portal and mobile application to improve communication between client and staff.
- By June 30, 2019, CSB will implement an Interactive Voice Response (IVR) and Short Message System (SMS) that allows a computer to interact with clients through the use of voice and/or text to input via keypad or their land line or mobile device.
- By June 2019, trainings based on Program for Infant and Toddler Care (PITC) and State of California Infant and Toddler Learning Foundations will continue to be implemented to support growing professional knowledge of caregiving practices.
- By June 2019, CSB will increase family collaboration and understanding of school

readiness through various family engagement activities based on the first assessment date in the child outcomes report.

- By June 2019, CSB will administer vision screenings to Early Head Start Children ages 6 months to 3 years using the Plusoptix Mobile Vision Screener to ensure the earliest possible identification of vision concerns.
- By June 2019, CSB will enhance nutrition and oral health education with parents and staff to reduce the risk of early onset dental decay in children under 3 years old.
- By December 31, 2019, CSB will collaborate with Diablo Valley College ECE Learning Communities to engage participants in the field of early childhood education.
- By December 31, 2019, CSB staff will have an opportunity to participate in the Peer Recognition Program and other trainings that facilitate increased staff competencies and morale.
- By December 31, 2019, CSB will collaborate with the YMCA of the Bay Area and Contra Costa College in the California Apprenticeship Initiative to engage participants in the early care and education field.
- By June 2019, CSB will strengthen father-child relationships through activities that promote healthy lifestyles.
- By June 2019, CLOUDS's Strength Building-Family Partnership Agreement (SB-FPA) will provide measurable family outcome reports.
- By June 2019, The Make Parenting A Pleasure (MPAP) Curriculum will expand the scope of trainings.

**13. ACTIVITY SUMMARY.** Program continues to provide high-quality services.

**14. EVALUATION METHOD(S).** Measurable, results-based child and family outcomes have been implemented, such as the required State of California's Desired Results Developmental Profile, for programs providing services through collaboration with the State of California Department of Education.

**15. CHANGES COMPARED TO PRIOR YEAR (if any).** Goals and Objectives cover FY 2018 – FY 2022. Policy Council has been involved in the development, review and evaluation process of the goals and objectives.

**16. POTENTIAL CONTROVERSIAL ISSUES.** None. Public perception of the Head Start and Early Head Start programs remain positive. The Policy Council approved submission of this grant at their November 28, 2018 meeting.

Contra Costa County

To: Board of Supervisors

From: Robin Lipetzky, Public Defender

Date: December 11, 2018

Subject: Wallace Alexander Gerbode Foundation Grant

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Defender, or designee, to apply for and accept a grant in the amount of up to $50,000 from Wallace Alexander Gerbode Foundation to support legal services for immigrants residing in Contra Costa County provided through Contra Costa's Stand Together Contra Costa program for the period July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

If approved, the Public Defender's Office will receive up to $50,000 from Wallace Alexander Gerbode Foundation. No County match required.

**BACKGROUND:**

On September 19, 2017, the Board of Supervisors unanimously voted to establish an immigrants rights program in Contra Costa County named Stand Together Contra Costa, and to approve $500,000 in County funds to underwrite the project from January 1, 2018 through June 30, 2018. On July 24, 2018, the Board of Supervisors approved and authorized the Public Defender to execute a contract with Catholic Charities of the Diocese of Oakland, DBA Catholic Charities of the East Bay, in amount not to exceed $872,553 to continue to provide civil legal and deportation defense and

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☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

Contact: Joanne Sanchez-Rosa, 925-225-8065

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

By: , Deputy

**cc:**

BACKGROUND: (CONT'D)

community services for Stand Together Contra Costa for the period from July 1, 2018 through June 30, 2019. In light of increasing needs for the program to address emergent issues in the immigration landscape, the Wallace Alexander Gerbode foundation has invited the Public Defender to apply for an additional $50,000 of funding for FY 2018-2019 of the program.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Public Defender's Office will not be able to accept the funds from Wallace Alexander Gerbode Foundation.

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher

Date: December 11, 2018

Subject: CORRECT Board action of November 13, 2018 for Community Services Block Grant Revenue Contract

**RECOMMENDATION(S):**
APPROVE clarification of board action of November 13, 2018 (C.30), which approved execution of a revenue agreement from California Department of Community Services and Development for the 2019 Community Services Block Grant, to change the payment limit from $847,381 to $850,578 with no change to term January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**
The County will receive a pass-through of federal funding from the California Department of Community Services and Development. There is no county match requirement.

State Contract Number: 19F-4007
County Contract Number: 39-813-48
[CFDA 93.569]

**BACKGROUND:**
The Employment and Human Services Department (Department) received notification of funding from the California Department of Community Services and Development on October 30, 2018. As the County's

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☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: December 11, 2018

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

Contact: CSB (925) 681-6308

By: , Deputy

**cc:** Nancy Sparks, Sam Mendoza, Christina Reich

BACKGROUND: (CONT'D)

Community Action Agency, the Department's Community Services Bureau regularly receives Community Services Block Grant (CSBG) funding to operate self-sufficiency programs under the advisement of the County's Economic Opportunity Council. The self-sufficiency programs have the goal of ameliorating poverty in Contra Costa County through programs that address housing, economic development and food security. Examples of programs to receive funding include those that provide employment training, housing payment assistance and food distribution.

The Board approved the funding allocation on November 13, 2018 (C.30) in the amount of $847,381. This allocation was an estimate provided by the state based on 2018 allocations. At this time, the state has the accurate 2019 allocation as confirmed by the federal budget. This board order is to clarify the new payment limit.

CONSEQUENCE OF NEGATIVE ACTION:

The Department will be hampered in its ability to operate self-sufficiency programs in the community, and to establish partnerships with community based agencies and public organizations.

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Submission of Grant Application #28-759-21 to the California Department of Resources Recycling and Recovery

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee (the Director of Environmental Health), to submit Grant Application #28-759-21 (TEA-26) to the California Department of Resources Recycling and Recovery (CalRecycle), to pay the County in an amount not to exceed $450,000, for the Environmental Health Waste Tire Enforcement Program, for the period from June 30, 2019 through September 30, 2020.

**FISCAL IMPACT:**

Approval of this application will result in an amount not to exceed $450,000 from CalRecycle for the Environmental Health Waste Tire Enforcement Program. The funds are allocated and available from CalRecycle for grants to solid waste Local Enforcement Agencies (LEA) and cities and counties with regulatory authority within the city and county government to perform enforcement/compliance and surveillance activities at waste tire facilities. No County match required.

**BACKGROUND:**

Contra Costa County's Environmental Health/General Programs is the solid waste LEA for the entire county, including all incorporated cities except for the City of Pittsburg.

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☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Marilyn Underwood, 925-692-2521

**cc:** Marcy Wilhelm

BACKGROUND: (CONT'D)

CalRecycle has been delegated the responsibility for the administration of the program within the state, setting up necessary procedures governing application by cities and counties under the program. Contra Costa County demonstrates it has sufficient staff resources, technical expertise, and/or experience with similar projects to carry out the proposed program.

Approval of Application #28-759-21 will allow Contra Costa County Environmental Health Division services to apply for funds to implementation the waste tire enforcement program through September 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this grant is not approved, the County will not be able to monitor and reduce illegal waste tire practices, educate and enforce proper waste tire management throughout the County, assist in reducing potential vector problems and prevent tire fires, nor protect public health and safety.

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Interagency Agreement #28-343-4 with West Contra Costa Unified School District

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #28-343-4 with West Contra Costa Unified School District, a government agency, to pay County an amount not to exceed $70,000, to provide school-based mobile clinic services, for the period from July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

Approval of this Interagency Agreement will result in a total payment to the County not to exceed $70,000. No County match required.

**BACKGROUND:**

This Agreement meets the social needs of County's population by providing mobile clinic services, including comprehensive physical exams, immunizations, tuberculosis testing, sports physicals, and well-child care to low-income and disadvantaged school children at Kennedy High School, DeAnza High School, and Pinole Valley High School. On March 17, 2017, the Board of Supervisors approved Interagency Agreement #28-343-2 (as amended by Amendment Agreement #28-343-3) with West Contra Costa Unified School District for the provision of school-based mobile

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☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Daniel Peddycord, 925-313-6712

**cc:** D Morgan, M Wilhelm

BACKGROUND: (CONT'D)

clinic services to children within the District through June 30, 2018 including County's agreement to indemnify the District. Approval of Interagency Agreement #28-343-4 will allow Agency to continue to pay County for the provision of school-based mobile clinic services through June 30, 2019, including County's agreement to indemnify the District.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Agency will not pay County for West Contra Costa County low-income and disadvantaged school children to receive preventive health screenings, well-child examinations, and primary health care services from County's mobile clinics.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School" and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in the number of healthy children within the District.

ATTACHMENTS

Contra Costa County

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Date: December 11, 2018

Subject: California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/601 approving and authorizing the Sheriff-Coroner or designee, to apply for and accept the California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement in an initial amount of $738,249 for marine patrol and boating regulation enforcement for the period July 1, 2019 through the end of available funding.

**FISCAL IMPACT:**

Initial Revenue of $738,249, 100% State funds. The Office of the Sheriff receives annual funding from the California Department of Parks and Recreation, Division of Boating and Waterways that is incorporated in the baseline budget. No County match.

**BACKGROUND:**

California Department of Parks and Recreation, Division of Boating and Waterways (DBW) provides funding to maintain the service level of the Office of the Sheriff's Marine Patrol Unit on the Delta Waterways. Marine patrol operations cost roughly $2.4 million per year of which DBW has awarded $638,249 for each of the past seven years. Beginning July 1, 2016, DBW funded an additional $100,000 for a total initial amount of $738,249. DBW funding provides the ability for more vigilant enforcement of boating regulations.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Mary Jane Robb, (925) 335-1557

**cc:**

CONSEQUENCE OF NEGATIVE ACTION:

Failure to secure State funding will result in a further reduction in Marine Patrol Services.

ATTACHMENTS

Resolution No. 2018/601

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/601

IN THE MATTER OF: Applying for and Accepting the FY 2019/2020 California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement.

WHEREAS, the County of Contra Costa is seeking funds available through the California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisor's: Authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Chief of Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any action necessary for the purpose of obtaining financial assistance provided by California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement.

I hereby certify that this 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: Mary Jane Robb, (925) 335-1557

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:**

Contra Costa County

To: Contra Costa County Fire Protection District Board of Directors

From: Jeff Carman, Chief, Contra Costa County Fire Protection District

Date: December 11, 2018

Subject: 2019 State Homeland Security Grant

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the 2019 State Homeland Security Grant Program in an amount not to exceed $1,200,000 for a land mobile radio site in the city of Antioch.

**FISCAL IMPACT:**

Federal funds passed through the state of California. There is a possible 25% local agency match requirement.

**BACKGROUND:**

The State Homeland Security Grant Program (SHSGP) supports the implementation of risk-driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, state, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability targets are established during the THIRA process, and assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The East Bay Regional Communications System Authority (EBRCSA) has built a two county, Alameda and Contra Costa,

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: December 11, 2018

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

Contact: Lewis Broschard, Deputy Chief
925-941-3300 ext 1101

By: , Deputy

**cc:**

BACKGROUND: (CONT'D)

Project 25 Land Mobile Radio System serving Fire, Police, Sheriff, and Emergency Medical Services. The system provides seamless interagency communication in those two counties. In addition, there is interoperable radio communications between Santa Clara, San Francisco, San Mateo, and Marin Counties.

The Contra Costa County Fire Protection District is requesting funding to add a Land Mobile Radio Site in the city of Antioch. The city of Antioch has an area which is not covered by EBRCSA and communications can only be added with an additional site.

CONSEQUENCE OF NEGATIVE ACTION:

An area in the city of Antioch is not adequately served by the current radio system. First responders must use an old radio system which is not maintained or available to all who may respond in an emergency.

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 11, 2018

Subject: Substantial Amendment to the FY 2018/19 Annual Action Plan HOME Investment Partnerships Act Program

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Substantial Amendment to the FY 2018/19 Annual Action Plan for the HOME Investment Partnerships Act (HOME) funds to allocate $1,145,000 in HOME grant funds to Satellite Affordable Housing Associates, to finance a portion of Veteran's Square, a 30-unit affordable housing development in Pittsburg, as recommended by the Affordable Housing Finance Committee.

**FISCAL IMPACT:**

No General Fund impact. HOME funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development. (100% Federal)

**BACKGROUND:**

On June 26, 2018, the Board of Supervisors (the "Board") approved the Contra Costa County Annual Action Plan for FY 2018/19 HOME funds (the "Action Plan"). A portion of the HOME funds were not allocated in the Action Plan and were set aside for future projects. Subsequent to the approval of the Action Plan, the HOME program received program income that is also available for eligible HOME projects.

On September 12, 2018, Satellite Affordable Housing Associates (SAHA) applied for HOME funds for Veteran's Square, a proposed new construction development consisting of 30 units of multifamily housing on a 0.5 acre infill site near downtown Pittsburg, California (the "Project").

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☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Kristen Lackey (925) 674-7888

**cc:**

BACKGROUND: (CONT'D)

As proposed, the project will have 28 one-bedroom units and one two-bedroom unit affordable to households at or below 60% area median income. Eleven of the units will be affordable to households at or below 30% area median income and one unit will be reserved for the manager. Twenty-two of the units will be reserved for homeless veterans and veterans with a disability. The Housing Authority of the County of Contra Costa has committed 100% project based rental assistance in the form of a combination of Section 8 and Rental Assistance Demonstration (RAD) vouchers. The project will include a community room, a landscaped courtyard, and parking for both cars and bicycles. SHELTER, Inc. of Contra Costa County will provide case management and supportive services to the veterans residing in the development.

The City of Pittsburg is supportive of the project and has committed to providing loans and fee deferrals totaling over $1.1 million. The project is eligible for HOME funds and is consistent with the Contra Costa Consortium Consolidated Plan. The Affordable Housing Finance Committee recommended the allocation of $1,145,000 of HOME funds at its meeting held on October 22, 2018.

The County will enter into various legal documents with SAHA, or a limited partnership affiliate of SAHA, for this funding. The form of these documents will be submitted for Board of Supervisors approval at a later date.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the Substantial Amendment, Veteran's Square will not be built and there would be a loss of 29 affordable units in Pittsburg.

CHILDREN'S IMPACT STATEMENT:

Preserving and maintaining affordable housing supports Outcome #3 of the children's outcomes: Families that are Economically Self Sufficient.

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 11, 2018

Subject: 2018-19 KinderCare Learning Centers LLC Childcare Services Contract Amendment 1

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with KinderCare Learning Centers LLC to increase the payment limit by $45,368.08 to a new payment limit of $520,890.08, with no change to term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This contract is 49.2% funded by federal grant funds from the Administration for Children and Families (Head Start Program). The remaining 50.8% of the contract is State funded through the California Department of Education. There is no County match requirement.
[CFDA 93.600]

**BACKGROUND:**

Contra Costa County receives funds from the U.S. Department of Health and Human Services, Administration for Children and Families (ACF) to provide Head Start and Early Head Start program services to program eligible County residents. The Employment and Human Services Department, in turn, contracts with a number of community-based organizations to provide a wider distribution of services.

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☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

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ATTESTED: December 11, 2018

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

Contact: CSB (925) 681-6333

By: , Deputy

**cc:** Monica DeVera, Haydee Ilan, Ressie Dayco

BACKGROUND: (CONT'D)

On September 11, 2018 (c.115), the Board approved the original contract, which provided funding for 32 childcare program slots for children ages 0 to 3 years. The contract also provides $59,100 in program improvement funding and funding for 16 childcare program slots in the State General Childcare program. This amendment is to pass through the State increased daily reimbursement rate for the State General Childcare program from $38.87 to $41.04.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to pass through the State mandated increased daily reimbursement rate.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department, Community Services Bureau, supports three of Contra Costa County's community outcomes - Outcome 1: Children Ready for and Succeeding in School, Outcome 3: Families that are Economically Self-sufficient, and Outcome 4: Families that are Safe, Stable, and Nurturing. These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 11, 2018

Subject: Contract extension with Craft Consulting Group for Northern Waterfront Strategic Action Plan

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Conservation and Development, or designee, to execute a contract amendment with Gary Craft (dba Craft Consulting Group), to extend the term from December 31, 2018 through June 30, 2019, with no change to the payment limit of $125,514, to continue to provide services on the preparation of the Strategic Action Plan and related tasks for the Northern Waterfront Economic Development Initiative.

**FISCAL IMPACT:**

There is no fiscal impact because there is no increase in fees proposed. The costs of the contract are covered by General Funds specifically allocated in the FY2017-18 Budget to economic development and the Northern Waterfront Economic Development Initiative.

**BACKGROUND:**

The Department of Conservation and Development (DCD) has an existing contract with Craft to create a Strategic Action Plan for the Northern Waterfront Economic Development Initiative (NWEDI). The service plan for this contract is primarily concerned with the Action Plan, and is intended to be consistent with the framework provided by the staff report of the April 11,

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Amalia Cunningham, 925-674-7869

**cc:**

BACKGROUND: (CONT'D)
2017 meeting of the Board of Supervisors' NWEDI Ad Hoc Committee. At the time the contract with Craft was approved last year, the timeline for the work was the best estimate available. The contract was originally set to expire on June 30, 2018, and in May, the Board approved an extension to December 31, 2018.

However, since then due to the high volume of public input and meetings, calendaring meetings, and the need for thorough outreach to partner cities on what will become a joint document, it is clear the contract term does not allow sufficient time for the work to be performed. Additionally, the original distribution of funding among specific tasks needs adjustment to accommodate more revisions and the addition of one more city (Brentwood) to the partners, although no new funds are needed. At this point, the public review draft of the SAP has been submitted and will be reviewed at the Northern Waterfront Ad Hoc Committee meeting on December 5, 2018. Some amount of work to edit the document to better reflect comments made on the public review draft is expected thereafter, before bringing the document to the full Board for review, and then to the partner cities' City Councils.

Extending Craft's contract through June 2019 allows enough time for the consultant to finish editing and presenting the Strategic Action Plan to the various committees and agencies over coming months. The remaining work is anticipated to fit within the existing contract budget and the form of the amendment has been approved by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:
Without a contract extension, Craft will not be able to continue services on the Strategic Action Plan.

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 11, 2018

Subject: Microsoft Volume Licensing Enterprise Enrollment Agreement with Crayon Software Experts, L.L.C.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a Microsoft Enterprise Agreement with Microsoft Corporation, for Microsoft software licensing for servers and end-users, for the term of January 1, 2019 to December 31, 2021, and make payment to reseller Crayon Software Experts, L.L.C. in an amount not to exceed $2,371,715.

**FISCAL IMPACT:**

The administrative overhead funds are allocated as follows:

Year 1 (2019) - $778,427 - 42% State ($326,939), 48% Federal ($373,645) and 10% County ($77,843);
Year 2 (2020) - $796,644 - 42% State ($334,590), 48% Federal ($382,389) and 10% County ($79,665); and,
Year 3 (2021) - $796,644 - 42% State ($334,590), 48% Federal ($382,389) and 10% County ($79,665).

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: V. Kaplan, (925) 608-4963

**cc:**

BACKGROUND:

The Department of Employment and Human Services (EHSD) is requesting to execute the Microsoft Enterprise Agreement with Microsoft Corporation, and pay third-party reseller Crayon Software Experts, L.L.C. for Microsoft software products and support services. By establishing an Enterprise License Agreement with Microsoft, EHSD is able to negotiate significant cost savings by taking advantage of Microsoft's new licensing structure.

In accordance with Administrative Bulletin No. 611.0, County Departments are required to get 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:

The Employment and Human Services Department will be at risk for not meeting standards for performance, reliability, and cost effectiveness.

Contra Costa County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 11, 2018

Subject: Contract Amendment No. 3 with Francisco & Associates, Inc., Countywide.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Contract Amendment No. 3 with Francisco & Associates, Inc., to extend the term from December 31, 2018 to December 31, 2019, to change the contractor business address, and to amend the scope of services to continue providing pipeline franchise administration services with no change to the payment limit, Countywide. Project No.: Various

**FISCAL IMPACT:**

100% Pipeline Franchise Fees.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

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ATTESTED: December 11, 2018

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

Contact: Carrie Ricci, 925-313-2235

By: , Deputy

**cc:**

BACKGROUND:

The Public Works Department administers the countywide pipeline franchise agreements. Pipeline franchise agreements are approved by the Board of Supervisors and allow pipeline companies to install and maintain their pipelines in the County road right-of-way. Companies are required to agree to the terms and conditions of the County Pipeline Franchise Ordinance and provide insurance and performance bonds.

Francisco & Associates, Inc. will assist with the administration of the County's pipeline franchise agreements. This includes calculating the annual pipeline fee amounts and preparation of the invoices. Francisco & Associates, Inc. also assists with the preparation of pipeline maps and franchise agreements.

On January 1, 2014, the Purchasing Agent approved a contract with Francisco & Associates, Inc., with a payment limit not to exceed $50,000, to provide pipeline franchise administration services.

On May 1, 2015, the Purchasing Agent approved contract Amendment No. 1 to increase the payment limit from $50,000 to $100,000, with no change to the original term to provide pipeline franchise administration services.

On November 15, 2016, the Board of Supervisors approved contract Amendment No. 2 to increase the payment limit from $100,000 to $125,000 and extend the term of the contract from December 31, 2016 to December 31, 2018.

Upon approving Amendment No. 3, starting January 1, 2019, Francisco & Associates, Inc. will continue to assist with the administration of the County's pipeline franchise agreements by adding to the scope of services and extending the term of the contract.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of this amendment, the Public Works Department will not have the assistance needed to administer pipeline franchises.

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 11, 2018

Subject: 2018-19 San Ramon Valley Unified School District Childcare Services Agreement Amendment

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an inter-agency agreement amendment with San Ramon Valley Unified School District to increase the payment limit by $12,614.40 to a new payment limit of $237,686.40, with no change to term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This contract is 100% funded by state funding from the California Department of Education. No County match is required.

**BACKGROUND:**

Contra Costa County receives funds from the California Department of Education to administer State Preschool services to program eligible children and families in Contra Costa County. The Employment and Human Services Department, in turn, contracts with a number of community-based organizations to provide a wider distribution of services.

On May 22, 2018 (c.110), the Board approved the agreement with San Ramon Valley Unified School District, to fund 48 program slots for program eligible children who receive school district services. This amendment is to pass through the State daily reimbursement rate increase from $26.05 to $27.51.

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☑ APPROVE ☐ OTHER

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ATTESTED: December 11, 2018

Contact: CSB, (925) 681-6389

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

By: , Deputy

**cc:** Nasim Eghlima, Christina Reich, Ressie Dayco

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to pass through daily rate increase to San Ramon Valley Unified School District.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department, Community Services Bureau, supports three of Contra Costa County's community outcomes - Outcome 1: Children Ready for and Succeeding in School, Outcome 3: Families that are Economically Self-sufficient, and Outcome 4: Families that are Safe, Stable, and Nurturing. These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

Contra Costa County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 11, 2018

Subject: Approve a contract with Harris & Associates, Inc. for On-Call Assessment Engineering Services, Countywide.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with Harris & Associates, Inc., in the amount not to exceed $300,000 to provide on-call assessment engineering services, for the period January 1, 2019 to December 31, 2021, Countywide. Project No.: Various.

**FISCAL IMPACT:**

100% Special Revenue Funds.

**BACKGROUND:**

The Public Works Department is involved in the formation, annexation and administration of assessment districts throughout the County. As part of this regular work, consultant services are required to augment staff and provide special technical assistance on an on-call basis. After a solicitation process, Harris & Associates, Inc. was one of two firms selected to provide assessment engineering services. These services include the preparation of the annual Engineer's Report for the Countywide Lighting and Landscaping Districts (LL-2), the preparation of annual

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Rochelle Johnson (925) 313-2299

**cc:** Slava Gospodchikov - Engineering Services , Rochelle Johnson - Special Districts, Carl Roner- Special Districts, Scott Anderson - Special Districts, Paulette Denison- Finance, Scott Alman, Harris & Associates, Inc.

BACKGROUND: (CONT'D)

reports for County Service Areas, sanitation districts and water districts, the preparation of preliminary and final tax rolls, conducting feasibility, rate and nexus studies, the preparation of documents for assessment district formation, proceedings and annexations, and other assessment engineering services as needed.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, this Consulting Services Agreement would not be executed. This would delay assessment engineering processes for various special districts in the County, interrupting funding and delivery of public services.

Contra Costa County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 11, 2018

Subject: Approve a contract with Francisco & Associates, Inc., for On-Call Assessment Engineering Services, Countywide.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with Francisco & Associates, Inc., in the amount not to exceed $400,000, to provide on-call assessment engineering services, for the period January 1, 2019 to December 31, 2021, Countywide. Project No.: Various.

**FISCAL IMPACT:**

100% Special Revenue Funds.

**BACKGROUND:**

The Public Works Department is involved in the formation, annexation and administration of assessment districts throughout the County. As part of this regular work, consultant services are required to augment staff and provide special technical assistance on an on-call basis. After a solicitation process, Francisco & Associates, Inc. was one of two firms selected to provide assessment engineering services. These services include the preparation of the annual Engineer's Report for the Countywide Lighting and Landscaping Districts (LL-2), the preparation of

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Rochelle Johnson (925)313-2299

**cc:** Slava Gospodchikov - Engineering Services , Rochelle Johnson - Special Districts, Carl Roner- Special Districts, Scott Anderson - Special Districts, Paulette Denison- Finance, Francisco & Associates, Inc.

BACKGROUND: (CONT'D)

annual reports for County Service Areas, sanitation districts and water districts, the preparation of preliminary and final tax rolls, conducting feasibility, rate and nexus studies, the preparation of documents for assessment district formation, proceedings and annexations, and other assessment engineering services as needed.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, this Consulting Services Agreement would not be executed. This would delay assessment engineering processes for various special districts in the County, interrupting funding and delivery of public services.

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 11, 2018

Subject: APPROVE and AUTHORIZE Conservation and Development Director, or designee, to execute Software as a Service Agreement with Community Climate Solutions

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or his designee, to execute a Software as a Service Agreement with Community Climate Solutions in an amount not to exceed $50,000, including modified indemnification language, to provide an internet-based community engagement platform for tracking community carbon dioxide ($CO_2$) emission reductions, for the period of January 1, 2019 through December 31, 2020.

**FISCAL IMPACT:**

The costs associated with this agreement will be covered by a Climate Protection grant from the Bay Area Air Quality Management District.

**BACKGROUND:**

On October 9, 2018, the Board of Supervisors authorized the Director of the Department of Conservation and Development to accept a Climate Protection Grant from the Bay Area Air Quality Management District for the Cleaner Contra Costa program. In partnership with the cities of Antioch, San Pablo, and Walnut Creek and local community-based organizations, Cleaner Contra Costa will launch a "Go $CO_2$ Free" online platform and conduct marketing and outreach to encourage community participation. The platform will serve as a tool for public engagement and behavior change to reduce greenhouse gas emissions from

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ATTESTED: December 11, 2018

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

Contact: Jody London, 925-674-7871

By: , Deputy

**cc:**

BACKGROUND: (CONT'D)
individual households.

The County's Climate Action Plan prioritizes educating County residents and providing opportunities for them to take actions that support the Climate Action Plan. Identifying successful strategies for influencing the millions of decisions that are made every day that have an impact on the health of our community is an important and emerging area of focus for climate action.

Community Climate Solutions provides a vendor-hosted, internet-based, customized community engagement platform for tracking community $CO_2$ emission reductions. County residents will be able to access the platform through a web browser and track their efforts to reduce $CO_2$ emissions. The vendor will assist the County to customize the platform for the community and its residents. The County will receive aggregated emission reduction reports for the purpose of evaluating the Cleaner Contra Costa program's impact on the community.

The community engagement platform will be hosted on the internet by the vendor. The agreement obligates the vendor to indemnify the County for third-party losses arising out of the vendor's negligence or willful misconduct in performing the agreement, provided that the vendor's indemnity obligation is capped at its insurance limits under the agreement: $1,000,000 for general liability and $1,000,000 for cyber insurance. The agreement obligates the County to indemnify the vendor for third-party losses arising out of the County's negligence or willful misconduct in its use of the platform.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to authorize this agreement would result in the County being unable to meet the terms of the grant from the Bay Area Air Quality Management District.

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Contract #27-662-8 with Yaron Friedman, M.D., Inc.

**RECOMMENDATION(S):**
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-662-8 with Yaron Friedman, M.D, Inc., a corporation, in an amount not to exceed $1,000,000, to provide obstetrics and gynecology (OB-GYN) services for Contra Costa Health Plan (CCHP) members, for the period from January 1, 2019 through December 31, 2020.

**FISCAL IMPACT:**
This Contract is funded 100% by CCHP Enterprise Fund II. (Rate increase)

**BACKGROUND:**
On January 17, 2017, the Board of Supervisors approved Contract #27-662-7, with Yaron Friedman, M.D., Inc., to provide OB-GYN services for CCHP members, for the period from January 1, 2017 through December 31, 2018.

Approval of Contract #27-662-8 will allow Contractor to continue providing OB-GYN services through December 31, 2020.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Sharron Mackey, 925-313-6004

**cc:** K Cyr, M Wilhelm

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.

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Contract #76-631 with Susan P. Willman, M.D., Medical Corporation

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-631 with Susan P. Willman, M.D., Medical Corporation, in an amount not to exceed $194,300, to provide obstetrics and gynecology services for Contra Costa Regional Medical Center (CCRMC) and Health Centers patients, for the period December 1, 2018 through November 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**

Under Contract #76-631, the Contractor will provide obstetrics and gynecology services at CCRMC and Contra Costa Health Centers, including consultation, training, medical and surgical procedures, for the period from December 1, 2018 through November 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, patients requiring obstetrics and gynecology services at CCRMC and Contra Costa Health Centers will not have access to Contractor's services.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Samir Shah, M.D.
925-370-5525

**cc:** A Floyd , M Wilhelm

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Contract #76-566-2 with Kirsten Schick, D.C.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-566-2 with Kirsten Schick, D.C., an individual, in an amount not to exceed $134,400 for the provision of chiropractic services to Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers patients for the period January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**

In November 2017, the County Administrator approved and the Purchasing Services Manager executed Contract #76-566-1 with Kirsten Schick, D.C., to provide chiropractic services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from January 1, 2018 through December 31, 2018.

Approval of Contract #76-566-2 will allow Contractor to continue to provide chiropractic services at CCRMC and Contra Costa Health Centers through December 31, 2019.

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☑ APPROVE ☐ OTHER

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

By: , Deputy

Contact: Samir Shah, M.D.
925-370-5525

**cc:** A Floyd , M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring chiropractic services at CCRMC and Contra Costa Health Centers will not have access to Contractor's services.

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Contract #27-964-2 with Valerie Keim, MFT

**RECOMMENDATION(S):**
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-964-2 with Valerie Keim, MFT, an individual, in an amount not to exceed $150,000, to provide outpatient psychotherapy services to Contra Costa Health Plan (CCHP) members for the period January 1, 2019 through December 31, 2020.

**FISCAL IMPACT:**
This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**
On December 26, 2016 the Board of Supervisors approved Contract #27-964-1 with Valerie Keim, MFT, to provide outpatient psychotherapy services to CCHP members for the period January 1, 2017 through December 31, 2018.

Approval of Contract #27-964-2 will allow the Contractor to continue providing outpatient psychotherapy services to CCHP members through December 31, 2020.

**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.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Sharron Mackey, 925-313-6004

**cc:** K Cyr, M Wilhelm

Contra Costa County

To: Board of Supervisors

From: Marc Shorr, Chief Information Officer

Date: December 11, 2018

Subject: Approve an order form with Pictometry International Corp, for aerial imagery

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Department of Information Technology's Chief Information Officer, or designee, to execute a contract with Pictometry International Corp., in an amount not to exceed $294,561 to provide digital aerial data products, data licensing, and services to the Department of Information Technology's Geographical Information Systems unit for the period December 11, 2018 through December 10, 2021.

**FISCAL IMPACT:**

$294,561 (100% User Fees). 41% of this agreement is and will be budgeted under GIS Org #1693 FY 18/19, 19/20, 20/21. The remaining 51% is charged to participating departments via DoIT's billing process.

**BACKGROUND:**

Aerial imagery has become critical for a variety of planning, safety and environmental uses by many County departments that contribute to the GIS budget, including the Department of Conservation and Development, Public Works, County Assessor, County Clerk / Recorder Office, Sheriff Department, Department of Information Technology, Board of Supervisor Offices and the County Administrator Office. The last high-resolution imagery was purchased in 2014 and this new acquisition will allow County staff to have the most up to date picture of what is on the ground. Under this agreement, the contractor will collect aerial photography via aircraft, using high precision GPS (global positioning system) technology. The

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

Contact: Scott Sullivan (925) 313-1288

By: , Deputy

**cc:**

BACKGROUND: (CONT'D)

contractor will then spatially rectify the images, making them compatible with DoIT's GIS Computer Mapping Systems. The final products will be immediately available to all County staff via the County's Enterprise GIS system. This will be the County's fifth aerial imagery acquisition. The final cost to the County may be reduced if additional contributing partners are secured prior to the flight. The County is receiving preferred pricing by using Pictometry's existing agreement with the County of Los Angeles, affording the project a $88,871 discount.

The following local agencies will be permitted to use the digital aerial images and software. The breakdown of funding by these local agencies is as follows (rounds up to 101%):

| | |
|---|---|
| CCC GIS | 41% |
| CCC Assessor | 8% |
| CCC DCD | 8% |
| CCC Public Works | 8% |
| Central Sanitary District | 11% |
| East Bay Regional Parks | 8% |
| City of Concord | 6% |
| City of Pittsburg | 4% |
| City of Richmond | 2% |
| City of Walnut Creek | 5% |

In accordance with Administrative Bulletin No. 611.0, the Board reserves the right to review and approval purchases over $100,000. The County Administrator's Office has reviewed this request and recommends approval.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the aerial photography acquisition will not be funded, which will impact the accuracy of a wide variety of public safety and environmental GIS projects and business applications throughout Contra Costa County.

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Contract #27-826-4 with Diablo Valley Perinatal Associates, Inc.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-826-4 with Diablo Valley Perinatal Associates, Inc., a corporation, in an amount not to exceed $1,000,000, to provide perinatology services to Contra Costa Health Plan (CCHP) members for the period from January 1, 2019 through December 31, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (Rate increase)

**BACKGROUND:**

On January 10, 2017, the Board of Supervisors approved Contract #27-826-3 with Diablo Valley Perinatal Associates, Inc., to provide perinatology services to CCHP members for the period from January 1, 2017 through December 31, 2018.

Approval of Contract #27-826-4 will allow the Contractor to continue to provide perinatology services to CCHP members through December 31, 2020.

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Sharron Mackey, 925-313-6004

**cc:** K Cyr, M Wilhelm

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.

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Contract #76-630 with Hank H. Sun, M.D.

**RECOMMENDATION(S):**
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-630 with Hank H. Sun, M.D., an individual, in an amount not to exceed $380,000, to provide anesthesia services for Contra Costa Regional Medical Center (CCRMC) and Health Centers patients, for the period from October 1, 2018 through September 30, 2019.

**FISCAL IMPACT:**
This Contract is funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**
Under Contract #76-630, the Contractor will provide anesthesia services at CCRMC and Contra Costa Health Centers, including consultation, training, medical and surgical procedures, for the period from October 1, 2018 through September 30, 2019.

**CONSEQUENCE OF NEGATIVE ACTION:**
If this contract is not approved, patients requiring anesthesia services at CCRMC and Contra Costa Health Centers will not have access to Contractor's services.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Samir Shah, M.D.
925-370-5525

**cc:** A Floyd , M Wilhelm

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 11, 2018

Subject: Authorize a Modification to the Existing Contract with Lawrence G. Mallon, Esquire, Navigation Consultant

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Lawrence G. Mallon, Esquire, to extend the term from December 31, 2018 through December 31, 2020 with no increase to the payment limit of $150,000 to provide technical assistance services related to the San Francisco to Stockton Navigation Improvement Study and other navigation projects.

**FISCAL IMPACT:**

All costs are covered by the Ship Channel Maintenance Assessment District.

**BACKGROUND:**

The San Francisco Bay to Stockton Navigation Improvement Study is part of a long-term effort to improve deep draft navigation from the San Francisco Bay to Stockton by deepening the existing ship channel. The Port of Stockton (Port) is the U.S. Army Corps of Engineers' (USACE's) non-federal sponsor for the study and Contra Costa County Water Agency (Water Agency) and local refineries are contributing partners to the Port. The ship channel is currently maintained to a depth of 35-feet.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Ryan Hernandez, 925-674-7824

**cc:**

BACKGROUND: (CONT'D)

The project objectives are to deepen the ship channel thereby reducing transportation costs and increasing economic efficiency of maritime commerce en route to refineries along the northern Contra Costa County waterfront. This will also improve maritime navigation by reducing public safety risks due to possible groundings or collisions, and reduce potential environmental effects from increased vessel trips in the channels associated with current light loading.

Mr. Mallon has been involved in the navigation project over the years and brings a considerable amount of institutional knowledge about the project and the USACE's planning process, among other expertise. This study includes the preparation of an Environmental Impact Report. Mr. Mallon participates in meetings, reviews documents and provides advice on achieving a successful navigation improvement project but there continues to be a substantial amount of work left to do.

The term of this contract currently expires on December 31, 2018. The Department seeks to extend Mr. Mallon's contract for another two years, to expire on December 31, 2020, to ensure that he remains under contract to the County through the completion of the navigation improvement study.

CONSEQUENCE OF NEGATIVE ACTION:

The contract with Lawrence G. Mallon, Esquire will expire on December 31, 2018, leaving the Department without critical expertise and significant institutional knowledge of the San Francisco to Stockton Navigation Improvement Study.

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 11, 2018

Subject: Contract with STAND! For Families Free of Violence for Grant for Improving Criminal Justice Response Program Services

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with STAND! For Families Free of Violence, in an amount not to exceed $103,626, to provide services to victims of domestic violence, sexual abuse, human trafficking, and/or stalking, through the Federal Grant for Improving Criminal Justice Response Program Services, for the period January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**

This contract increases Department expenditures in the budgeted amount of $103,626, funded 100% by a Federal Department of Justice grant, with no County match requirement.

[CFDA 16.590]

**BACKGROUND:**

The Contra Costa Alliance to End Abuse (Alliance), a consortium of local public agencies created to address local domestic violence issues, applied for and received funds from the U.S. Department of Justice, Office on Violence against Women, Improving Criminal Justice Response Program ("Project").

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Gina Chenoweth 8-4961

By: , Deputy

**cc:**

BACKGROUND: (CONT'D)

The primary purpose of the Project is to develop and strengthen effective responses to violence against women. The goals and objectives of the Project are as follows: 1) strengthened support and advocacy for victims of domestic violence (DV), sexual assault (SA), human trafficking (HT), and stalking; 2) enhanced judicial handling of Cases of DV, SA, HT, and stalking; 3) enhanced law enforcement response to DV, SA, HT, and stalking; and 4) enhanced and revitalize the coordinated community response to DV, SA, HT, and stalking.

Alliance is engaging Contractor to assist in carrying out activities consistent with the funding application, including advocacy and supportive services delivered by bilingual staff to victims of DV, SA, HT, and/or stalking, including members of the lesbian, gay, bisexual, transgender, queer (LGBTQ) community in the County.

CONSEQUENCE OF NEGATIVE ACTION:

The availability of services to assist in the prevention of domestic violence, sexual abuse, human trafficking, and/or stalking in Contra Costa County will be hindered.

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Contract #27-729-6 with Park L. Hsieh, O.D., A Professional Optometric Corporation

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-729-6 with Park L. Hsieh, O.D., A Professional Optometric Corporation, in an amount not to exceed $200,000, to provide optometry services to Contra Costa Health Plan (CCHP) members for the period from January 1, 2019 through December 31, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (Rate increase)

**BACKGROUND:**

On December 20, 2016, the Board of Supervisors approved Contract #27-729-5 with Park L. Hsieh, O.D., A Professional Optometric Corporation, to provide optometry services to CCHP members for the period from January 1, 2017 through December 31, 2018.

Approval of Contract #27-729-6 will allow Contractor to continue providing optometry services through December 31, 2020.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Sharron Mackey, 925-313-6004

**cc:** K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 11, 2018

Subject: Amend Contract with CoCoKids, Inc.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with CoCoKids, Inc., a non-profit public benefit corporation, effective January 1, 2019, to increase the payment limit by $269,611 to a new payment limit of $1,143,473 to provide additional Emergency Child Care Bridge Program for Foster Children services, with no change to term January 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

The contract amendment will increase expenditures by $269,611. The cost of the contract is covered 91% by State funding and 9% by Federal Title IV-E funding.

**BACKGROUND:**

The lack of access to child care for potential eligible families seeking to take in a foster child is one of the top barriers to placing young foster children with families. The passage of Senate Bill (SB) 89, established the Emergency Child Care Bridge Program for Foster Children (Bridge Program). The Bridge Program provides services that include six-month payment (or voucher) for child care, as well as assistance from a child care navigator for eligible relative caregivers,

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: V. Kaplan, (925) 608-4963

**cc:**

BACKGROUND: (CONT'D)
eligible families, or parenting youth in foster care. Trauma-informed care training and coaching is also provided to child care providers who care for children in foster care.

The purpose of this program is to increase the number of foster children successfully placed in home-based family care, increase capacity of child care programs to meet the needs of foster children in their care, and maximize funding to support the child care needs of eligible families.

The original contract, in the amount of $269,974, was approved by the Board of Supervisors at its January 9, 2018 meeting (C.61). An amendment, in the amount of $28,821, was approved by the Board of Supervisors at its February 27, 2018 meeting (C.58). An amendment in the amount of $575,067 and an extension to extend the term through June 30, 2019 was approved by the Board of Supervisors at its July 10, 2018 meeting (C.92). This contract amendment will increase the payment limit due to the County receiving additional funds from the State. As the State implements the new program, the number of Counties participating has fluctuated and thus the final allocation increased for January 1 through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:
Availability of ideal placement for foster children with eligible families may be limited.

CHILDREN'S IMPACT STATEMENT:
This contract supports all five of Contra Costa County’s community outcomes established in the Children's Report Card: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Economically Self Sufficient; (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families, by providing safe housing and support to assist youth while transitioning from foster care to independent living.

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Contract #74-433-10 with Michael Levin, M.D.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-433-10 with Michael Levin, M.D., an individual, in an amount not to exceed $285,496, to provide outpatient psychiatric services in Central County Adult Mental Health Clinics, and expert testimony in Lanterman Petris Short (LPS) conservatorship trials, for the period from January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**

This Contract is funded 100% by Mental Health Realignment. (Rate increase)

**BACKGROUND:**

On October 17, 2017, the Board of Supervisors approved Contract #74-433-8, (as amended by Contract Amendment Agreement #74-433-9) with Michael Levin, M.D. for the provision of outpatient psychiatric services, including diagnosing, counseling, evaluating, medical and therapeutic treatment, consulting, training to other clinical staff, and expert testimony in LPS conservatorship trials, for the period from January 1, 2018 through December 31, 2018.

Approval of Contract #74-433-10 will allow the Contractor

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Matthew White, M.D., 925-957-5201

**cc:** E Suisala , M Wilhelm

BACKGROUND: (CONT'D)

to continue providing outpatient psychiatric services at the Central County Adult Mental Health Clinic including the provision of expert psychiatric testimony in LPS conservatorship trials, through December 31, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's outpatient psychiatric, or LPS conservatorship services.

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Contract #24-086-145(15) with Crestwood Behavioral Health, Inc.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-086-145(15) with Crestwood Behavioral Health, Inc., a corporation, including mutual indemnification, in an amount not to exceed $95,000, to provide emergency residential care placement services to mentally ill adults, for the period from January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**

This Contract is funded 100% Mental Health Realignment. (No rate increase)

**BACKGROUND:**

On January 16, 2018, the Board of Supervisors approved Contract #24-086-145(14) with Crestwood Behavioral Health, Inc., to provide emergency residential care placement services for the period from January 1, 2018 through December 31, 2018.

Approval of Contract #24-086-145(15) will allow the Contractor to continue to provide emergency residential care placement services through December 31, 2019. This contract includes mutual indemnification.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Matthew White, M.D., 925-957-5201

**cc:** E Suisala , M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer emergency residential facilities to provide services to Supplemental Security Income eligible clients in the Continuing Care Program.

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Purchase Order with Henry Schein, Inc.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Henry Schein, Inc., in an amount not to exceed $400,000 for the purchase of dental supplies, equipment, and instruments, for the dental services at the Contra Costa Regional Medical Center, Contra Costa Health Centers, and Detention Facilities for the period from January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**

100% funded by Hospital Enterprise I Fund.

**BACKGROUND:**

The Dental Units at CCRMC, Contra Costa Health Centers, and Detention Facilities have used Henry Schein, Inc. for many years. Henry Schein, Inc. continues to provide specialty equipment and supplies to all of the above referenced groups at an institutional discount due to the high usage of their supplies and our long standing business relationship.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Jaspreet Benepal, 925-370-5101

**cc:** Margaret Harris, Marcy Wilhelm

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Contract #27-764-8 with Oliver Wyman Actuarial Consulting, Inc.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27–764–8 with Oliver Wyman Actuarial Consulting, Inc., a corporation, in an amount not to exceed $405,000, to provide actuarial services for Contra Costa Health Plan (CCHP) for the period from December 1, 2018 through November 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (No Rate increase)

**BACKGROUND:**

The Health Services Department and CCHP are required by state and federal regulations to provide various certified actuarial documents in order to maintain its authorization to provide health care services to its members and recipients. This Contractor has an established record of providing this expertise.

On December 6, 2016, the Board of Supervisors approved Contract #27–764–7 with Oliver

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

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Clerks Notes:

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Patricia Tanquary, 925-313-6004

**cc:** E Suisala , M Wilhelm

BACKGROUND: (CONT'D)

Wyman Actuarial Consulting, Inc., for provision of actuarial services for the period from December 1, 2016 through November 30, 2018.

Approval of Contract #27–764–8 will allow Contractor to continue providing services through November 30, 2020, including changes to County's Standard indemnification language.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP will need to solicit and engage a new contractor leading to delays and potential failure to comply with state and federal regulations to provide various certified actuarial documents, and would not be able to set rates or offer services for Health Plan's Medicare Select care; Healthy Families; County Employee Plans A, B, and A2; Individual; and Small/Large Group members.

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Purchase Order with Arjo, Inc.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Arjo Inc., in an amount not to exceed $1,000,000 for rental of patient care equipment and the purchase of therapeutic medical supplies and products for the Operating Room at the Contra Costa Regional Medical Center (CCRMC), for the period from September 1, 2018 through October 31, 2020.

**FISCAL IMPACT:**

100% funded by the Hospital Enterprise Fund I.

**BACKGROUND:**

In addition to existing beds, CCRMC rents specialty beds periodically throughout the year. It is less expensive to rent these beds, which cost in between $60,000 and $100,000 each than it would be to purchase them outright. Owning the beds would require CCRMC staff to clean the beds before and after each use and store the beds off campus while transporting them to and from the hospital as needed. CCRMC would also need to remove the standard beds and store them off campus until the specialty bed was no longer required.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Jaspreet Benepal, 925-370-5101

**cc:** Margaret Harris , Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Health Service Department would have to rent specialty beds at a higher cost to the County, store beds off-site when not needed, and pay necessary staff to clean beds after each use, thus affecting patient care.

Contra Costa County

To: Board of Supervisors

From: Melinda Self, Child Support Services Director

Date: December 11, 2018

Subject: Approve and Authorize Contract with Laboratory Corporation of America Holdings

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Child Support Services, or designee, to execute a contract containing modified indemnification with Laboratory Corporation of America Holding, in an amount of $50,000, for genetic parentage testing services for the period January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**

These services will be funded by allocations from the Federal Government at 66% and State of California at 34%. No County match is required.

**BACKGROUND:**

The Department of Child Support Services provides on-site genetic testing to clients twice per month through Laboratory Corporation of America Holding. Genetic testing is used to determine biological parentage by comparing the DNA markers of the mother, alleged father, and child. By establishing paternity, the Department of Child Support Services can establish a court order and assist in collecting financial and medical support of children.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Jessica Shepard, 925-313-4454

**cc:**

CONSEQUENCE OF NEGATIVE ACTION:

If this action were not approved, it would limit the ability for DCSS to determine paternity and the county would be out of compliance with a state mandate.

CHILDREN'S IMPACT STATEMENT:

This recommended service supports one or more of Contra Costa County's community outcomes, including: 3) Families that are Economically Self Sufficient; and 4) Families that are Safe, Stable and Nurturing.

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 11, 2018

Subject: Annual Report for the North Richmond Mitigation Fee Joint Expenditure Planning Committee

**RECOMMENDATION(S):**

1. ACCEPT the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee Annual Report for 2018 (Exhibit A).

2. ACCEPT the corrected North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee Annual Report for 2017 (Exhibit D).

**FISCAL IMPACT:**

There is no fiscal impact associated with the recommended actions.

**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, and proposed work plan or objectives for the following year, on the second Tuesday in December.

The 2018 Annual

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Justin Sullivan, (925) 674-7812

**cc:**

BACKGROUND: (CONT'D)

Report for the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee (Committee) is attached as Exhibit A. This Committee was formed in 2006, pursuant to the terms of a Memorandum of Understanding between the County and the City of Richmond. This Committee was formed to develop recommendations for the use of funding derived from the collection of the North Richmond Waste & Recovery Mitigation Fee, which is subject to the joint-control of the City and County.

The Waste & Recovery Mitigation Fee was established by the City and County as permitting conditions of approval to mitigate potential impacts on North Richmond from the proposed expansion of waste processing and resource recovery operations located at the foot of Parr Boulevard in North Richmond ("Project"). One of the mitigation measures in the 2003 Environmental Impact Report (EIR) for this Project called for the establishment of a Mitigation Fee to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond and adjacent areas.

This Committee is charged with preparing an Expenditure Plan to facilitate joint administration of this funding for the benefit of unincorporated and incorporated North Richmond. Each Expenditure Plan recommended by the Committee is subject to the final approval of the Richmond City Council and the Contra Costa County Board of Supervisors. A copy of the current Expenditure Plan for 2018/2019 (covering July 2018 thru June 2019), is attached as Exhibit B. A recommendation by the Committee on a new Expenditure Plan for the 2019/2020 fiscal year is expected to be made in May 2019.

The revised 2017 annual report reflects corrected meeting attendance for Committee Members and Alternates.

CONSEQUENCE OF NEGATIVE ACTION:

The 2018 Advisory Body Annual Report submitted on behalf of the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee in accordance with Resolution No. 2002/377 would not be formally accepted.

ATTACHMENTS

Exhibit A - 2018 Annual Report

Exhibit B - Approved 2018/19 Expenditure Plan

Exhibit C - Training Certificates

Exhibit D - Corrected 2017 Annual Report

**2018 Advisory Body Annual Report**

**Advisory Body Name:**

North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee (NRMFC)

**Advisory Body Meeting Time/Location:**

Meetings are regularly scheduled for twice a year, with special meetings scheduled from time to time at the discretion of the Committee. The meeting dates and times for the 2018 calendar year are identified in Section 3 of this document (page 2). This year, all meetings were held at Richmond City Hall located at 440 Civic Center Drive in Richmond.

**Chair (during the reporting period):**

Edwardo Martinez, Richmond City Councilmember

**Staff persons (during the reporting period):**

Contra Costa County Department of Conservation & Development:

- Deidra Dingman, Demian Hardman & Justin Sullivan

Richmond City Manager's Office:

- Lori Reese-Brown & LaShonda Wilson

**Reporting Period:** January 1, 2018 – December 31, 2018

**1. Activities**

The NRMFC made recommendations to the County Board of Supervisors and Richmond City Council on the use of money collected through a Waste & Recovery Mitigation Fee established as result of an Environmental Impact Report to mitigate impacts from the expansion of the West Contra Costa Sanitary Landfill (WCCSL) Bulk Materials Processing Center (BMPC) located in the North Richmond area. The Committee provided feedback to City/County Committee staff about recommended uses of the mitigation fee for the purpose of defraying the annual costs associated with the collection and disposal of illegally dumped waste in the North Richmond area as a result of the BMPC expansion.

**2. Accomplishments**

In 2018, the NRMFC received a Tonnage & Revenue update along with informational reports on all expenditure plan strategies. Projected tonnage revenue reports indicated unusually higher revenue for the 2018/2019 fiscal year. Staff provided two scenarios for distributing funds. Based on staff's suggestions, the committee recommended adoption of the 2018/19 Expenditure Plan (Attached as Exhibit B), which includes the changes shown in the table below:

| Expenditure Plan Strategy | Budget Changes in the 2018/19 Expenditure Plan |
|---|---|
| Strategy 1 – Bulky Item Pick-ups | No Change |
| Strategy 2 – Neighborhood Clean-ups | No Change |
| Strategy 3 – Prevention Service Coordinator | Increased budget by $7,789.25 |
| Strategy 4 – City/County Right-of-Way Pick-up & Tagging Abatement | No Change |
| Strategy 5 – Code Enforcement (County) | No Change |
| Strategy 6 – Illegal Dumping Law Enforcement | No Change |
| Strategy 7 – Surveillance Cameras | No Change |
| Strategy 8 – Community Services Coordinator | Increased budget by $13,964.04 |
| Strategy 9 – Community-Based Projects | Increased budget by $29,091.51 |

| | |
|---|---|
| Strategy 10 – North Richmond Green Community Service Programs | No Change |
| Strategy 11 – North Richmond Green Campaign | No Change |
| Strategy 12 – Community Garden Projects | Decreased budget by $11,749.19 |
| Contingency | No Change |

The Committee also recommended approval of the Second Amended 2017-2018 Expenditure Plan, which provided shifting of funds from contingency to staff costs.

## 3. Attendance/Representation

The seven-member Committee is comprised of three Richmond City Council members, one member of the Board of Supervisors, two North Richmond Municipal Advisory Council (MAC) members that are residents of unincorporated North Richmond, and one incorporated North Richmond (NR) resident. The Committee's Amended Bylaws provide for designation of alternates and procedures for removal of members based upon number of absences without prior notification. The level of participation for each Committee member is outlined in the table below as well as the status of a quorum being achieved for each meeting date.

The Alternate seat for Richmond City Councilmember was filled in early January 2018. The Alternate seats for the Incorporated North Richmond Resident and North Richmond MAC remain vacant. The City & County will continue seeking volunteers that can be appointed to fill the vacant seats in 2019.

**2018 Meeting Dates & Attendance**

| **Committee Members & Alternates** | **Mar 23** 2-4 pm | **May 26** 2-5 pm | **Oct 19** 2-4 pm | **Nov 9** 2-4pm | **Appointed By** |
|---|---|---|---|---|---|
| Dr. Henry Clark – North Richmond MAC | Yes | No | No | Yes | County |
| Jovanka Beckles – Richmond City Councilmember | Yes | Yes | No | No | City |
| Edwardo Martinez, CHAIR – Richmond City Councilmember | No | Yes | Yes | No | City |
| John Gioia, Supervisor – Board of Supervisors | No | No | No | No | County |
| Melvin Willis – Richmond City Councilmember | Yes | Yes | No | Yes | City |
| Beverly Scott, VICE CHAIR – North Richmond MAC | Yes | Yes | Yes | Yes | County |
| Annie King-Meredith – Incorporated N. Richmond Resident | Yes | Yes | No | Yes | City |
| | | | | | |
| Robert Rogers – Board of Supervisors, Alternate | Yes | Yes | Yes | Yes | County |
| Ada Recinos – Richmond City Councilmember, Alternate | No | No | No | No | City |
| North Richmond MAC Member, Alternate | VACANT | VACANT | VACANT | VACANT | County |
| Incorporated N. Richmond Resident, Alternate | VACANT | VACANT | VACANT | VACANT | City |
| ***Quorum achieved*** | **Yes** | **Yes** | **No** | **Yes** | |

## 4. Training/Certification

The County appointed Committee Members/Alternates have completed and submitted the required training certificates (Exhibit C).

## 5. Proposed Work Plan/Objectives for Next Year

The Committee will have its next meeting on May 31, 2019. Anticipated topics to be discussed at this meeting include budget planning for the next Expenditure Plan cycle (FY 2019/2020), including future revenue projections, proposed funding allocations for existing and potential new strategies. The committee will also consider recommending approval of a new 2019/2020 Expenditure Plan to the County Board of Supervisors and Richmond City Council.

# North Richmond Waste & Recovery Mitigation Fee
# 2018/19 Expenditure Plan

The Waste & Recovery Mitigation Fee was established as a result of the Draft Environmental Impact Report (EIR) dated November 2003 for the WCCSL Bulk Materials Processing Center (BMPC) and Related Actions (Project). The Project involved new and expanded processing and resource recovery operations on both the incorporated and unincorporated area of the Project site, which the EIR concluded would impact the host community. To mitigate this impact Mitigation Measure 4-5 called for a Mitigation Fee to benefit the host community, described as follows:

> "Mitigation Fee. The facility operator shall pay a Mitigation Fee of an amount to be determined by the applicable permitting authority(ies) ***to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond and adjacent areas*****.** The mitigation fee should be subject to the joint-control of the City and County and should be collected on all solid waste and processible materials received at the facility consistent with the existing mitigation fee collected at the Central IRRF."

In July 2004, the City of Richmond and Contra Costa County entered into a Memorandum of Understanding (MOU) agreeing to jointly administer Mitigation Fee monies collected from the BMPC for the benefit of the incorporated and unincorporated North Richmond area. This North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee (Committee) was formed pursuant to the terms of the MOU for the specific purpose of preparing a recommended Expenditure Plan. This Expenditure Plan provides a means to jointly administer the Mitigation Fee funding for the benefit of the host community, as described in the EIR. The Expenditure Plan is subject to final approval of the Richmond City Council and the Contra Costa County Board of Supervisors.

By approving this Expenditure Plan, the City Council and Board of Supervisors authorize the use of Mitigation Fee funding for only the purposes and in the amounts specified herein. The City and County have each designated their respective staff persons responsible for administering the development and implementation of the approved Expenditure Plan, which includes responsibility for drafting and interpreting Expenditure Plan language. However, the City and County have not delegated to the Committee or to staff the authority to expend funding for purposes not clearly identified in the Expenditure Plan document officially approved by their respective decision-making bodies.

Activities which can be funded in this Expenditure Plan period with the Mitigation Fee amounts specified within this Expenditure Plan are described herein as "Strategies" or "Staff Costs". Strategies are categorized as either "Core Services" or "Supplemental Enhancements". Core Services includes the higher funding priority strategies that most directly address the intended purpose of this City/County approved Mitigation Fee*, "to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond"*.

All references to the "Mitigation Fee Primary Funding Area" or "Mitigation Fee Funding Area" pertain to the geographic area shown in the attached map (Attachment 4).

| | |
|---|---|
| **Expenditure Plan Period:** | July 1, 2018 - June 30, 2019<br>*(unless otherwise specified herein)* |

# BUDGET

The funding allocation amounts included in this document apply to the Expenditure Plan Period specified on the first page unless otherwise specified herein. The total amount of funding allocated in the Expenditure Plan Budget is based on revenue projections provided by the BMPC operator, Republic Service, which are dependent upon multiple variables (e.g. number of tons of recovered materials vs. solid waste, per ton gate rate charged and amount of CPI-adjusted per ton Mitigation Fee). Actual Mitigation Fee revenue may deviate from revenue projections provided by Republic and used to prepare this Budget. A "Contingency" line item is included in the Budget to help accommodate variations between projected and actual revenue. Excess funding allocated to strategies and not expended by the end of each Expenditure Plan period is treated as "roll-over" funding for reallocation in a subsequent Expenditure Plan period.

The Budget includes some line items that are based on fixed costs, however there are other line items which are scalable and/or dependent on utilization thereby providing flexibility to reallocate amounts if and when a significant need is identified. Allocated funding may remain unspent due to under-utilization of a particular program. If the amount allocated to a particular line item is determined to exceed needs based upon usage, the remaining funding can only be reallocated by officially amending the Expenditure Plan. This Expenditure Plan may only be adjusted upon official action taken by both the City and County. Although there has been some interest in allowing flexibility for staff to adjust funding allocations under specific circumstances, the authority to approve or modify the Expenditure Plan rests solely with the City Council and Board of Supervisors.

Annual fiscal year Expenditure Plan cycle is expected to reduce margin of error of Mitigation Fee revenue projects, streamline financial reconciliation/budgeting process and minimize need to amend Expenditure Plans mid-cycle. Amending Expenditure Plans involve administrative burden and costs due to the joint approval needed from both the Richmond City Council and County Board of Supervisors. In order to minimize the amount of funding needed to cover staff costs incurred to amend the Expenditure Plan, staff will only recommend changes to the Expenditure Plan when necessary to address a significant and time-sensitive need.

| | # | Expenditure Plan (EP) Strategy<br>*(EP Cycle: July 1, 2018 thru June 30, 2019)* | Recommended Allocations |
|---|---|---|---|
| Core Services | 1 | Bulky Item Pick-ups & Disposal Vouchers | $ 2,000.00 |
| | 2 | Neighborhood Clean-ups | $ 30,000.00 |
| | 3 | Prevention Services Coordinator | $ 50,726.75 |
| | 4 | City/County Right-of-Way Pick-up & Tagging Abatement | $ 30,000.00 |
| | 5 | Code Enforcement - County | $ 102,056.22 |
| | 6 | Illegal Dumping Law Enforcement | $ 195,349.22 |
| | 7 | Surveillance Cameras | $ 2,000.00 |
| Supplemental Enhancements | 8 | Community Services Coordinator | $ 90,909.09 |
| | 9 | Community-Based Projects (See Attachment 2) | $ 172,180.85 |
| | 10 | North Richmond Green Community Service Programs | $ 20,042.00 |
| | 11 | North Richmond Green Campaign | $ 10,500.00 |
| | 12 | Neighborhood Community Garden Projects (See Attachment 3) | $ 46,733.25 |
| | | Contingency *(approx. 11% of Projected Revenue)* | $ 85,365.29 |
| **Subtotal (without Committee Staffing)** | | | $ 837,862.67 |
| | X | Committee Administration/Staffing | $ 81,140.22 |
| **Total Projected Revenue in 2018/19 (July 1, 2018 thru June 30, 2019)** | | | $ 749,247.60 |
| **Unexpended 2016/17 Revenue** | | | $ 169,755.29 |
| **Total 2018/19 Expenditure Plan Budget** | | | $ 919,002.89 |

## DESCRIPTION OF STRATEGIES RECOMMENDED FOR FUNDING

Funding allocation amounts for each strategy are specified in the Budget table on page 3. The following Strategies describe the activities allowed to be funded with the amounts allocated to each in the Budget (associated allowable agency staff costs are described in the Staff Costs section). Strategies are grouped based on relative funding priority levels and the "Core Services" category contains higher priority Strategies than the "Supplemental Enhancements" category. Higher funding priority Strategies are those which best address the Fee's intended purpose, ***"to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond"***) and "Supplemental Enhancements".

Level 1 Priority - PRIMARY CORE SERVICES STRATEGIES

- 1 - Bulky Item Pick-ups & Disposal Vouchers
- 2 - Neighborhood Clean-up Events
- 4 - City/County Right-of-Way Trash & Tagging Removal
- 5 - Code Enforcement - County
- 6 - Illegal Dumping Law Enforcement

Level 2 Priority - SECONDARY CORE SERVICES STRATEGIES

- 3 - Prevention Services Coordinator
- 7 - Surveillance Cameras

Level 3 Priority - PRIMARY SUPPLEMENTAL ENHANCEMENTS STRATEGIES

- 8 - Community Services Coordinator
- 9 - Community Based Projects (SOME)
- 11 - North Richmond Green Campaign
- 12 – Neighborhood Community Garden Projects

Level 4 Priority - SECONDARY SUPPLEMENTAL ENHANCEMENTS STRATEGIES

- 9 - Community Based Projects (SOME)
- 10 - North Richmond Green Community Service Programs

## *CORE SERVICES*

### 1. Bulky Item Pick-ups & Disposal Vouchers

Provide residents in the Mitigation Fee Primary Funding Area, who prove eligibility consistent with City/County procedures, with the option of choosing to:

- Request up to one on-call pick-up service per household per calendar year for bulky items that are not accepted in the current on-call clean-ups through Richmond Sanitary Service (RSS), only available to those with an active account with RSS; or
- Request up to twelve $5 vouchers per household for disposal at Republic's transfer station on Parr Blvd. per calendar year (vouchers expire after six months, Mitigation Fees only pay for vouchers that are actually redeemed).

*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond

Implementing Entity(ies):

Community Housing Development Corporation *(processes requests and issues Disposal Vouchers/arranges Bulky Item Pick-ups)*

Republic Services - Golden Bear Transfer Station & Richmond Sanitary Service *(reimbursed for Disposal Vouchers redeemed and Bulky Item Pick-ups provided)*

Reporting/Payment Requirements: Effective July 1, 2012, CHDC and Republic Services shall provide required data pertinent to Strategy 1 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

**2. Neighborhood Clean-ups**

Provide at least one neighborhood and/or creek clean-up event in the Mitigation Fee Funding Area; additional clean-up event may be scheduled as funding allows. *[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond

Implementing Entity(ies):

City Manager's Office *(coordinates scheduling of clean-up dates and associated arrangements in conjunction with partner entities)*

Republic Services - Richmond Sanitary Service *(reimbursed for providing/servicing clean-up boxes and disposing of debris placed in clean-up boxes)*

Reporting/Payment Requirements: Effective July 1, 2012, the City Manager's Office and Republic Services shall provide required data pertinent to Strategy 2 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

**3. Prevention Services Coordinator**

Fund at least a portion of a Prevention Services Coordinator (PSC) position (including salary/benefits/overhead and administering agency contracting charge[1]) on a contract basis to assist the City and County in implementing Strategy 1 as the point of contact for community members interested in claiming Disposal Vouchers or Bulky-Item Pick ups. Assist community members interested in reporting illegal dumping and seeking referral/resources. Track and report data related to illegally dumped waste collected by Republic Services Hot Spot Crew and handle associated referrals to applicable public agencies, including right-of-way referrals

[1] Administering agency contracting charge applies ($3,000 per contract)

for Strategy 4. The PSC may also assist City and County with administering funding allocated to selected non-profit organizations under Strategies 9 and 12.
*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC)
*(reimbursed actual cost for part-time position and issues Disposal Vouchers/arranges Bulky Item Pick-ups)*

Reporting/Payment Requirements: Effective July 1, 2012, CHDC shall provide required data pertinent to Strategy 1 and Strategy 3 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

**4. City/County Right-of-Way Pick-up & Tagging Abatement**

Fund consolidated pick-up program (including personnel, mileage, equipment rental and administrative costs) for removal of illegal dumping and tagging abatement* in the public right-of-way located within the unincorporated & incorporated Mitigation Fee Primary Funding Area. Funding is intended to pay for removal of illegal dumping that occurs as a result of referrals from the Prevention Services Coordinator for items/debris not collected by the designated Republic Services Hot Spot Route crew.

* Allocation of funding under this Strategy for this Expenditure Plan cycle is primarily intended to cover the cost incurred for City/County Right-of-Way Pick-up activities throughout the Primary Funding Area. Funds for Tagging Abatement are not proposed to be allocated in this Expenditure Plan cycle.

*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond

Implementing Entity: Richmond Police Department's Code Enforcement Division

Reporting/Payment Requirements: Effective July 1, 2012, the Richmond Police Department's Code Enforcement Division shall provide required data pertinent to Strategy 4 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

**5. Code Enforcement Staff - County**

Fund at least a portion of County code enforcement position (including salary/benefits and related vehicle and equipment costs), to assist with vacant/ abandoned lot abatements and fencing as well as other health/building/zoning violations related to illegal dumping and blight throughout the unincorporated Mitigation Funding Area.
*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: Contra Costa County

Implementing Entity: County Department of Conservation & Development's Building Inspection Division

Reporting/Payment Requirements: Effective July 1, 2012, the County Department of Conservation & Development's Building Inspection Division shall provide required data pertinent to Strategy 5 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

**6. Illegal Dumping Law Enforcement**

Fund majority of a full-time Sheriff Deputy (between approximately 90-100% of salary/benefits, overtime, uniform and related cell phone, equipment, and vehicle costs) to assist with law enforcement investigations and patrols to combat illegal dumping within the Mitigation Fee Primary Funding Area.
*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: Contra Costa County

Implementing Entity: County Sheriff's Office

Reporting/Payment Requirements: Effective July 1, 2012, the County Sheriff's Office shall provide required data pertinent to this Strategy based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

**7. Surveillance Cameras**

Fund the purchase of cameras, camera infrastructure, camera signage and costs related to maintenance, warranty, repair & relocation of surveillance camera system equipment within the Mitigation Fee Primary Funding Area to assist the dedicated Illegal Dumping Law Enforcement officer in targeting specific locations where illegal dumping occurs most regularly.
*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: Contra Costa County

Implementing Entity(ies):

Richmond Police Department *(operate, move and maintain eight Pan-Tilt-Zoom wireless video surveillance cameras and associated camera system infrastructure throughout NR -AND- install/clean/move FlashCam cameras located within the incorporated NR area if funding is available)*

County Sheriff's Department *(coordinate monitoring of FlashCams located throughout NR and identify/request relocation of surveillance cameras throughout NR as needed)*

County Public Works Department (*install/clean/move FlashCam cameras located within the unincorporated NR area upon request if funding is available)*

Reporting/Payment Requirements: Effective July 1, 2012, each Implementing Entity shall provide required data pertinent to each entity's applicable Strategy 8 responsibilities based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers) now or in the future.

## *SUPPLEMENTAL ENHANCEMENTS*

### 8. Community Services Coordinator

Fund at least a portion of a Community Services Coordinator (CSC) position to be staffed on a contract basis (including salary/benefits/overhead and administering agency contracting charge[2]). The CSC shall:

- serve as a link between the community of North Richmond, the City of Richmond, and Contra Costa County for issues related to beautification, illegal dumping, and blight using referral process identified by the City and County;
- coordinate outreach activities related to illegal dumping and beautification within the Primary Funding area, as specified by the City/County, including North Richmond Green community service programs and outreach activities described under Strategies 10 & 11; and
- be bilingual in order to assist with Spanish translation as needed.

*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC).

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 8, 10 & 11 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

### 9. Community Based Projects

Fund the development, implementation and oversight of a variety of community-based projects with specific focuses on anti-littering, environmental stewardship, blight reduction and/or beautification (including personnel/labor, administrative oversight, materials, equipment and related maintenance costs plus administering agency contracting charges[3]). Up to 15% of the Non-Profit Implementer Award Amount in Attachment 2 may be used for a fiscal sponsor or administrative oversite. Rather than funding stipend programs separately (including stipends, administrative oversight and related materials/equipment), new community-based

[2]Administering agency contracting charge is $3,000 per contract.

[3]Administering agency contracting charge is $3,000 per contract if directly contracting with City or County (in addition to the 20% allocation described in Administering Agencies section below).

projects/programs should include component for stipends, where appropriate, to pay local youth and/or other community members for assisting with illegal dumping prevention/abatement or beautification activities within the Mitigation Fee Primary Funding Area. Community Based Projects to be funded were solicited through an open Funding Request Proposal & Application process. Examples of potential project types that may be funded include but are not limited to:

a. Neighborhood Landscaping Improvements
b. Community Art Projects (e.g. Tile Art, Murals or Safe Routes/Popsicle Project)
c. Stipend Beautification Programs

Details, including recommended allocation amounts, for each of the selected Community Based Projects to be funded under this Expenditure Plan are contained in the Community Based Projects Tables included as Attachments 2 & 3. Funding for carry-over Projects in Attachment 3 is not included in the amount listed under Strategy 9 in the Budget.
*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agencies: Contra Costa County and City of Richmond and/or Community Housing Development Corporation (CHDC) on behalf of the City or County. CHDC may, under contract with either the City or County as a Administering Agency, administer Community Based Project contracts funded under this Strategy for some or all of the new Community Based Projects selected for funding in this Expenditure Plan. CHDC shall use no more than twenty (20) percent (%) of the total amount awarded to each Community-Based Project (after subtracting City/County contracting cost) listed in Attachment 2 to oversee project implementation, including facilitating review/assessment of reports' and deliverables. Payments to Implementing Entities for Community-Based Projects shall not be issued by CHDC without the written approval of City and County Committee Staff.

Implementing Entity: Various Non-Profit Organizations (see Community Based Projects Tables in Attachment 2 )

Reporting/Payment Requirements: Any Community Based Project contracts issued or amended by the City/County shall incorporate Reporting & Invoicing Requirements equivalent with those shown in Attachment 1. Community-Based Project contracts being administered by CHDC on behalf of either the City or County shall also incorporate Reporting and Invoicing Requirements equivalent with those shown in Attachment 1. Attachment 1 only applies to Community-Based Project contracts with the Implementing Entities. The City and/or County will issue advance payments to CHDC, as needed, to ensure there is adequate funding available to payments requested by Implementing Entities if and when authorized by City and County Staff. Additionally, CHDC would be subject to

contractual payment and reporting provisions that differ from those in Attachment 1 due to the nature of the services to be provided.

**10. North Richmond Green Community Services Programs**

Fund the following North Richmond Green programs on a contract basis[4] to the extent the specific details submitted are determined to align with the purpose of the Mitigation Fee and Expenditure Plan:

- *NR Little League Baseball Program* - Includes cost of registration and uniforms with customized North Richmond Green patches for up to 5-6 teams, season kick-off event/parade, equipment, stipends for game monitoring and oversight, food and transportation.
- *NR Adult Softball program* - Includes cost of registration, jerseys with North Richmond Green patches and hats for the men's and women's team.
- *NR Youth Twilight Basketball Program* - Includes cost of registration and uniforms with North Richmond Green patches for up to 5-6 teams, equipment, stipends for game monitoring and oversight, food and transportation.
- *NR Youth Eco Academy* - Youth projects to include school gardens, recycling efforts, habitat restoration, creek/bay/ocean water quality monitoring, beach/creek/neighborhood clean-ups and ecological field trips. May fund the cost of materials, transportation and fees associated with pre-approved community beautification projects such landscaping and murals.

*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC).

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 8, 10 & 11 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

**11. North Richmond Green Campaign**

Fund the design, printing and/or distribution of education and outreach materials on a contract basis[4] which must align with the purpose of the Mitigation Fee and Expenditure Plan and be pre-approved by Committee Staff. Outreach materials must include "Jointly funded by City of Richmond & Contra Costa County" unless otherwise specified herein. Outreach materials may be any of the types specified below, however must clearly intend to directly:

- Inform the community about Mitigation Fee funded programs/efforts,
- Increase participation in Mitigation funded programs/efforts,
- Reduce illegal dumping and blight in the Mitigation Fee Funding Area, and/or
- Promote beautification in the Mitigation Fee Funding Area.

The following type of outreach material expenditures may be funded if reviewed and pre-approved by Committee Staff:

[4] Administering agency contracting charge applies ($3,000 per contract)

- STIPENDS – Pay local community members (youth and adults) to distribute printed outreach materials door-to-door to promote mitigation-funded strategies *(Jointly Funded text not applicable to stipend expenses, only materials)*
- HANDOUTS/MAILERS – Newsletters, flyers, brochures or other documents intended to be handed out or mailed to local residents/organizations.
- T-SHIRTS - Shirts shall include the NRGreen.org website to encourage people to learn more about Mitigation funded programs/efforts *(local phone number should also be included when possible, however inclusion of Jointly Funded text may not be required)*
- NR GREEN FESTIVAL – Event held once per year and generally include information booths to raise awareness about mitigation-funded efforts and other local beautification efforts as well as fun activities for kids and food. Materials promoting the event shall include the NRGreen.org website as well as a local phone number.
- SIGNAGE – Printed or manufactured signage, which includes promotional banners for local events/parades, which should include the NRGreen.org website for Community members to learn more about Mitigation funded programs/efforts. Repair, replacement and removal of NRMF-funded Light Pole Banners.

*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC).

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 8, 10 & 11 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

**12. Neighborhood Community Garden Projects**

Fund on-going maintenance and up-keep of existing community gardens within the Primary Funding Area, which may include a component for stipends, where appropriate, to pay local youth and/or other community members for assisting with Community Garden upkeep and maintenance. Up to 15% of the Non-Profit Implementer Award Amount specified in Attachment 3 may be used for a fiscal sponsor or administrative oversite.

Neighborhood Community Garden Projects to be funded were solicited through an open Funding Request Proposal & Application process. Projects selected under this Strategy could be funded on an on-going basis if separately awarded funding in multiple Expenditure Plan cycles.

Details, including recommended allocation amounts, for each of the selected Neighborhood Community Garden Projects are included in Attachment 4.

*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agencies: Contra Costa County, City of Richmond and/or Community Housing Development Corporation (CHDC)[5] on behalf of the City or County. CHDC may, under contract with either the City or County as the Administering Agency, administer Neighborhood Community Garden Project contracts being funded under this Strategy for some or all of the Neighborhood Community Garden Project non-profit organizations selected for funding in this Expenditure Plan. CHDC shall use no more than twenty (20) percent (%) of the total amount awarded to each Project to oversee project implementation, including facilitating review/assessment of reports and deliverables. Payments to Implementing Entities for Neighborhood Community Garden Projects shall not be issued by CHDC without the written approval of both City and County Committee Staff.

Implementing Entity: Various Non-Profit Organizations (see Neighborhood Community Garden Projects Table in Attachment 3)

Reporting/Payment Requirements: Any Neighborhood Community Garden Project contracts issued or amended by the City/County shall incorporate Reporting & Invoicing Requirements equivalent with those shown in Attachment 1. Neighborhood Community Garden Project contracts being administered by CHDC on behalf of either the City or County shall also incorporate Reporting & Invoicing Requirements equivalent with those shown in Attachment 1. Attachment 1 only applies to the Neighborhood Community Garden Project contracts with the Implementing Entities. CHDC would be subject to contractual payment and reporting provisions that differ from those in Attachment 1 due to the nature of the services to be provided. The City and/or County will issue advance payments to CHDC, as needed, to ensure there is adequate funding available to payments requested by Implementing Entities if and when authorized by City and County Staff.

## *STAFF COSTS*

**Committee Administration/Staffing Funding:** The funding allocated for Committee Administration/Staffing may not be adequate to cover the full cost of staff time necessary for jointly staffing the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee as well as developing, administering and overseeing this Expenditure Plan for the specified period. Supplemental funding allocation may be necessary upon determining actual costs exceed the amount budgeted to cover the intended City/County costs for joint staffing.

**Strategy-Specific Funding:** The cost of City/County staff time spent providing direct implementation assistance and/or coordination for specific Strategies may be covered with a portion of the NRMF funding budgeted for each applicable Strategy. Additionally, a portion of the NRMF funding budgeted for Strategies will be used to pay fixed

[5] Administering agency contracting charge applies ($3,000 per contract)

administering agency contracting charge for each applicable contract (Currently $3,000 per contract. An additional $3,000 may be added to a contract amendment to add additional funding or nonprofits to a contract during an existing contract cycle) unless otherwise specified herein.

## Community-Based Project & Neighborhood Community Garden Project Reporting and Invoicing Requirements

***Substantially equivalent language to be included in all NRMF-funded Community Project Agreements/Amendments***

Agreements providing for payments using funding allocated for Community Projects must include provisions that address the requirements contained herein. Contractor shall submit Progress Reports covering each invoice period, using a City/County provided template similar to the attached, in conjunction with each monthly invoice in order to be eligible for payment. Contractor shall monitor, document, and report all Project activities associated with the tasks and deliverables described in the agreement and any eligible Project costs for which reimbursement will be requested. Upon completion of work or the end of the contract's term, Contractor shall submit a Final Report, using a City/County provided template similar to the attached, in conjunction with the final invoice.

### Task Deliverables

The agreement shall assign a dollar amount for each deliverable within each task. Contractor shall only be paid for completed deliverables submitted with all associated supporting documentation. The agreement may include assignment of one dollar amount to multiple deliverables for a specific task when appropriate to substantiate completion of the required task. The Contracting entity (City of County) may authorize partial payment to Contractor for submittal of incomplete deliverables if solely incomplete due to unusual and unforeseen circumstances beyond the control of the Contractor. Contractor must submit written request asking to receive payment for incomplete deliverable containing an explanation as to what factors beyond the Contractor's control specifically precluded the Contractor from submitting the completed deliverable and why such could not have been foreseen or avoided by Contractor.

### Timely Submittal of Invoices

A separate Reporting & Invoicing budget line item shall be included in the agreement to facilitate timely submittal of invoices, progress reports and other deliverables. Submittal of monthly invoices shall be included as a deliverable and the exact amount that is payable upon timely submittal of each invoice complete with all required supporting documentation shall be specified. The agreement shall provide that no portion of the Reporting & Invoicing budget line item be paid to Contractor for invoices submitted beyond 30 days of any monthly invoice period, or without the required documentation including completed Progress Reports.

### Pre-approval Required for Supplies and Materials

Unless the exact supplies and materials are specified as preauthorized in the Agreement, Contractor shall obtain pre-approval from the Contracting entity (City or County) prior to incurring supplies and materials expenses for which reimbursement will be requested. To request pre-approval, contractor shall provide written request identifying all proposed supplies and materials as well as an explanation demonstrating its reasonable cost and how said items will aid in the completion of each applicable required task.

### Attendance of Community Meetings and Events

Contractor shall attend one North Richmond Green meeting per quarter during the contract period. Documentation substantiating attendance of required meetings shall be included as a deliverable for this task and be included with all applicable monthly invoice(s). Contractor shall

attend first Mitigation Committee meeting following the end of the Expenditure cycle in which their project was funded to present their project outcomes.

**Acknowledgment Required on Outreach & Promotional Materials**

Any printed outreach materials or promotional items must include "Jointly funded by City of Richmond & Contra Costa County", with the exception of T-Shirts, which Contractor may request Contracting entity pre-approve to include only the NRGreen.org website address.

**Authorized Advance Payments**

In order to receive any potential payment in advance, such must be authorized for the specified Project in Attachment 2 or Attachment 3 of the Expenditure Plan approved by both the County Board of Supervisors and Richmond City Council. No Contractor authorized for advance payment may receive more than ten (10) percent (%) of the approved Implementing Entity Award for this Project. In order to receive any advance payment(s) provided for in the City and County approved Expenditure Plan, the Contractor shall submit a written request to both the City and County Committee Staff detailing the reason(s) advance payment is necessary and itemizing each specific cost that the requested advance payment amount (not to exceed 10% of total award) would pay for and how such costs will aid in the completion of each applicable required task.

**Conflict of Interest Provisions**

Contractor shall not employ, subcontract with, or make payment to any person, for the purpose of implementing a specified Project in Attachment 2 or Attachment 3 of the Expenditure Plan that is at the same time employed by Contra Costa County, City of Richmond or any entity that receives Expenditure Plan funding from the County or the City of Richmond, except upon written approval by the Contracting entity (either City or County).

**Payment Provisions**

Contractor shall submit invoices and required deliverables on a monthly basis consistent with the amounts and frequency contained in the "Eligible Costs" Section, which together may not total more than $ (enter applicable contract amount). Contractor will only receive payment for eligible costs if such amounts are included on invoices adequately substantiated with required supporting documentation that are all submitted to the Contracting entity on or before July 30th. Invoices or portions thereof for which required supporting documentation has not been submitted by July 30th (or 30 days after any contract end date prior to June 30th) shall not be eligible for payment.

1. **Invoices:** Invoices shall be submitted monthly and contain the following information in sufficient detail and be submitted in a form, which adequately demonstrates consistency with the "Service Plan" specified in the contract. Invoices shall be accompanied by the applicable deliverables.

    a. Itemization of any tasks partially or fully completed during the applicable calendar month for which completed deliverables are submitted and associated deliverable payment amount is being requested.
    b. Itemization of any supplies & materials expenses incurred for which reimbursement is being requested within that invoice period.

2. **Supporting Documentation**: The following required supporting documentation must be submitted with invoices when applicable as described below.

a. Every invoice must be accompanied by a Progress Report, with the exception of the final invoice, which must be accompanied by a Final Report. Both types of Reports must contain all of the information specified in the City/County provided Report templates, as well as any applicable details specified in the Service Plan as a Contractor's Obligation.

b. All applicable required deliverables associated with the requested payment amounts itemized on each monthly invoice.

c. If an invoice is requesting reimbursement of any supplies or materials not pre-authorized in the budget contained in the agreement, such invoice must be accompanied by copies of pre-approval from the Contracting entity, as well as actual itemized invoices or receipts for all applicable supplies and materials. If an invoice is requesting reimbursement for copying or printing, at least one copy of the printed item should accompany the invoice.

City/County shall review submitted invoices and supporting documentation within a reasonable period of time and remit payment to Contractor promptly upon determining the purpose and amount of payment requested are authorized under the Agreement.

G:\Conservation\Deidra\Illegal Dumping\BMPC Mitigation Fee Committee_EPs\2018-2019 Exp Plan\Post-Committee EP Changes - Final Versions\NRMF 2018-19 Exp Plan Attachment 1-Final-CLEAN-postCommittee.doc

**North Richmond Waste & Recovery Mitigation Fee Community-Based Project**

# Progress Report

**Organization:** _____

**Contact Person:** _____

**Progress Report Period:** _____ - _____

**Project Expenses to Date:** *Attach completed Progress Report to each Invoice being submitted for any reimbursable costs incurred during this Progress Report Period.*

## Brief Description of the Project:

*Provide a brief description of the project activities/services your Organization is providing with this North Richmond Mitigation Fee (NRMF) funding. Funded activities must be consistent with the signed Agreement.*

_____

## Tasks Accomplished to Date:

*Describe the various tasks that your Organization has completed in whole or in part during the Progress Report Period (can be bullet points). [Save for use/reference when preparing Final Progress Report.]*

_____

## Materials Produced to Date:

*Provide a listing of any materials/documents produced during this Progress Report period as a part of this project (e.g. pictures, surveys, handouts, work products, etc.) and attach copies of each.*

_____

## Number of Persons Served to Date:

*Provide total number served from the NRMF Funding Area during this Progress Report period.* _____

*Provide total number served from outside the NR Funding Area during this period.* _____

*Provide total number of residents paid with NRMF funding during this period.* _____

## North Richmond Green Meeting Attendance to Date:

*Specify which monthly North Richmond Green meetings (list meeting dates) your Community Based Project representative(s) attended during this Progress Report period. [Must attend at least once per quarter]*

*MEETING DATE(s):* _____ *ATTENDEE NAME(s):* _____

## Successes to Date:

*Identify whether and how your project is addressing the intended problems associated with illegal dumping (be specific). Describe any other beneficial outcomes/success stories resulting from your project activities to date.*

_____

## Challenges to Date:

*List any and all issues/problems (e.g. change in personnel, inadequate public awareness, applicability of regulatory restrictions/requirements, etc.) identified during this period which may impact the project's ability to achieve the intended outcome(s) identified by your Organization. Include all challenges/obstacles/barriers that may inhibit or compromise your ability to address the intended illegal dumping problem(s).*

_____

## Lessons Learned to Date & Feedback from Participants/Community:

*Share any lessons learned from participants, staff and/or the community during this Progress Report period.*

_____

*Provide any feedback about the NRMF-funded project/program received from participants and/or community members (such as copies of quotes, emails/letters and completed surveys/evaluations).*

_____

## Other Project Information:

*Provide any additional information about your organization's work that did not fit in any of the other sections, including description(s) of any additional services or enhanced activities provided beyond those specified.*

_____

**North Richmond Waste & Recovery Mitigation Fee Community-Based Project**

# Final Progress Report

**Organization:** _____

**Contact Person:** _____

**Contract Period:** _____ - _____

**Final Project Expenses:** *Attach completed Final Progress Report to the Final Invoice being submitted for any reimbursable costs not included on invoice(s) submitted with prior Progress Report(s).*

**Brief Description of the Project:**
*Provide a brief description of the project activities/services your Organization provided with this North Richmond Mitigation Fee (NRMF) funding. Funded activities must be consistent with the terms of your signed Agreement.*

_____

**Tasks Accomplished:**
*Describe all project tasks/activities that your Organization completed during the entire contract period. Summarize any work completed not previously reported and consolidate with updated information from prior Progress Reports.*

_____

**Materials Produced:**
*Provide a listing of any materials/documents produced as a part of the program (e.g. pictures, surveys, handouts, work products, etc.). Attach copies of anything not included with prior Progress Reports submitted.*

_____

**Number of Persons Served:**
*Provide total number served from the NRMF Funding Area during the entire contract period.* _____
*Provide total number served from outside the NR Funding Area during the entire contract period.* _____
*Provide total number of residents paid with NRMF funding during the entire contract period.* _____

**North Richmond Green Meeting Attendance:**
*Specify which monthly North Richmond Green meetings (list all meeting dates) your Community Based Project representative(s) attended during the contract period. [Must attend at least once per quarter]*
*MEETING DATE(s):* _____ *ATTENDEE NAME(s):* _____

**Successes:**
*Identify extent to which your project addressed the intended problems associated with illegal dumping and how (be specific). Describe any other beneficial outcomes/success stories resulting from your project activities.*

_____

**Challenges:**
*Explain why your Organization was not able to achieve the intended project outcomes and/or address the illegal dumping problems previously identified, if applicable. Include any challenges/obstacles/barriers (e.g. personnel changes, lack of public awareness, previously unknown regulatory restrictions/requirements, etc.) that compromised or inhibited your project's success in addressing problems associated with illegal dumping.*

_____

**Lessons Learned & Feedback from Participants/Community:**
*Share any lessons learned from participants, staff and/or the community during the contract period.*

_____

*Summarize all participant and/or community feedback received about this NRMF-funded project/program (attach any findings/summary of final project evaluation and copies of related documents not previously submitted).*

_____

**Other Project Information:**
*Provide any additional information about your organization's work that did not fit in any of the other sections, including description(s) of any additional services or enhanced activities provided beyond those specified.*

_____

# Attachment 2 - Community Based Projects Table (Strategy 9)

## *2018/2019 Expenditure Plan Funding Allocations for Projects recommended for City/County approval by the North Richmond Mitigation Fee Committee*

The NRMF Committee recommended at total of $172,180.85 be allocated in the 2018/2019 Fiscal Year for Community Based Projects (Strategy 9) . The Committee recommended allocation of this funding based on a Funding Request Proposal released on February 9, 2018 by Committee Staff and Proposals submitted by eligible non-profit organizations on March 6, 2018.[1] The project selections, funding recommendations and number of non-profits selected by the Committee are shown below for the 2018/2019 Expenditure Plan.

### *New Community Based Projects Recommended for Funding in 2018/2019*

| Implementing Entity Organization / *Fiscal Sponsor* *(if applicable)* | Project Title | Advance Payment Allowed (Up to 10% of Implementer Award Amount) Yes/No | Requested Amount | Total Award Amount | County Contracting Cost to Contract with CHDC[2] | CHDC Contracting Cost (20%) to Manage Non-Profits | Non-Profit Implementer Award Amount for Project[1] | Notes |
|---|---|---|---|---|---|---|---|---|
| City of Richmond | Richmond Tool Lending Library | No | $ 18,050.00 | $ 22,962.59 | $ 400.09 | $ 4,512.50 | $ 18,050.00 | |
| City of Richmond | Love Your Block | No | $ 17,490.00 | $ 22,250.16 | $ 387.66 | $ 4,372.50 | $ 17,490.00 | |
| Urban Tilth | Water is Life | No | $ 29,290.80 | $ 26,781.41 | $ 466.63 | $ 5,262.96 | $ 21,051.83 | |
| Social Progress Inc. / Fiscal Sponsor: Greater Richmond Inter-Faith Program | Brighter Beginnings in North Richmond | Yes | $ 29,999.76 | $ 26,781.41 | $ 466.63 | $ 5,262.96 | $ 21,051.83 | |
| Watershed Project | Curb Appeal | No | $ 29,986.25 | $ 26,781.41 | $ 466.63 | $ 5,262.96 | $ 21,051.83 | |
| Safe Return / Fiscal Sponsor: Social Good Fund | Home Again Project | Yes | $ 30,000.00 | $ 26,781.41 | $ 466.63 | $ 5,262.96 | $ 21,051.83 | |
| Men & Women of Valor | Community Working Together | Yes | $ 20,000.00 | $ 19,842.46 | $ 345.73 | $ 3,899.35 | $ 15,597.39 | |
| **Total Funding Requested/Allocated** | | | $ 174,816.81 | $ 172,180.85 | $ 3,000.00 | $ 33,836.17 | $ 135,344.69 | |

[1] Funding Proposal Application received by Men & Women of Valor was the wrong application. At their meeting on March 23, 2018, the NRMF Committee gave Men & Women of Valor 30 days to re-submit their application to the NRMF Committee using the correct application and submittal requirements. On April 22, Committee staff received the correct Funding Proposal application. The Men & Women of Valor Proposal application was considered at the NRMF Committee Meeting on June 8th and allocated funding as shown in this Attachment.

[2] Costs to have 3rd party organization (CHDC) manage and oversee contracts with Organizations selected for funding is up to twenty (20) percent (%) of award amount after first taking out City/County Contracting cost for $3,000 for City/County to contract directly with CHDC to have CHDC administer non-profit contracts. Amounts not needed for contracting costs may be made available to pay implementing entities for additional CBP costs.

# Attachment 3 - Neighborhood Community Garden Projects (Strategy 12)

***Funding Allocations for 2018/19 Neighborhood Community Garden Projects recommended for City/County approval by the North Richmond Mitigation Fee Committee***

The NRMF Committee recommended an allocation of **$46,733.25 for Neighborhood Community Garden Projects .** The Committee recommended allocation of this funding based on a Funding Request Proposal released on February 9, 2018 by Committee Staff and Proposals submitted by eligible non-profit organizations on March 6, 2018. The project selections, funding recommendations and number of non-profits selected by the Committee are shown below for the 2018/2019 Expenditure Plan.

***New Neighborhood Community Garden Projects Recommended for Funding in 2018/2019***

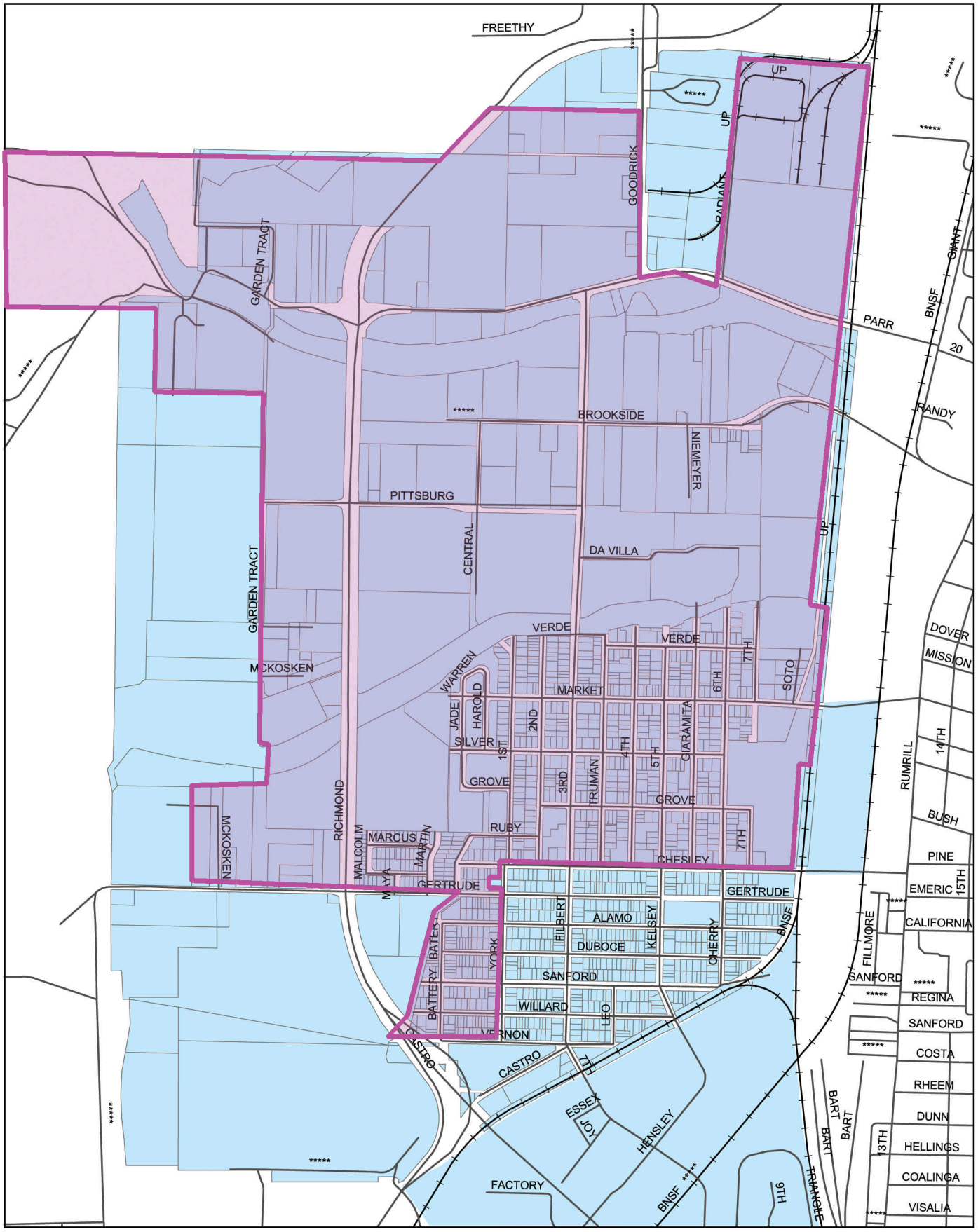
| Implementing Entity / *Fiscal Sponsor* *(if applicable)* | Project Title | Advance Payment Allowed (Up to 10% of Implementer Award Amount) Yes/No | Requested Amount | Total Award Amount | County Contracting Cost with CHDC[1] | CHDC Contracting Cost (20%) to Manage Non-Profits | Non-Profit Implementer Award Amount for Project | Notes |
|---|---|---|---|---|---|---|---|---|
| **Urban Tilth** | **Cultivating Hope: Maintaining North Richmond Gardens** | **No** | $ 19,894.60 | **$ 26,574.15** | $ 1,705.90 | $ 4,973.65 | $ 19,894.60 | |
| **Communities United Restoring Mother Earth (CURME) / Greater Richmond Interfaith Program** | **Lots of Crops** | **No** | $ 15,092.00 | **$ 20,159.10** | $ 1,294.10 | $ 3,773.00 | $ 15,092.00 | |
| **Total Funding Requested/Allocation Recommended** | | | **$ 34,986.60** | **$ 46,733.25** | **3,000.00** | **8,746.65** | **$ 34,986.60** | |

[1] Costs to have 3rd party organization (CHDC) manage and oversee contracts with Organizations selected for funding is up to twenty (20) percent (%) of award amount after first taking out City/County Contracting cost of $3,000 for City/County to contract directly with CHDC to have CHDC administer non-profit contracts.

# North Richmond Waste & Recovery Mitigation Fee Funding Area

Incorporated (City)

Unincorporated (County)

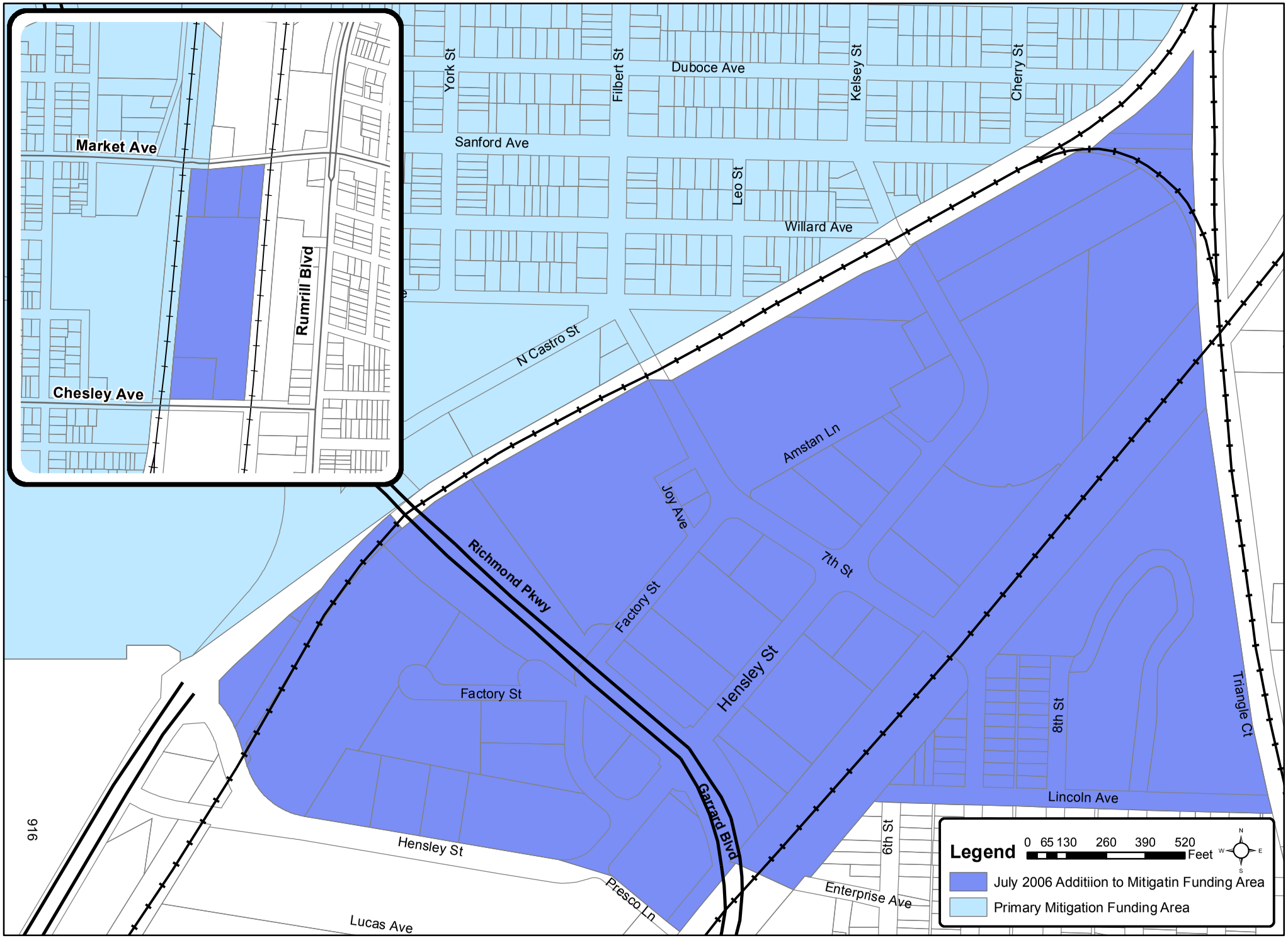



**Contra Costa County**
**Community Development Department**

*Southern boundary shown on back side*

**Map contains copyrighted information**
**Revised on 7/28/2006**

# Committee Approved Additions to Primary Mitigation Funding Area



Aug. 19, 2017

**Training Certification**
**For**
**Members of a County Advisory Body**

By signing below, I certify that on 8/19/17, I watched the entire Brown Act and Better Government Ordinance video, which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

By signing below, I certify that on _____, I watched the entire Ethics Orientation for County officials video which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

Henry Clark
(Name of Member)

8/19/2017
(Date)

NRMACA
(Name of Advisory Body)

Council member
(Member's Seat Name)

*Return this certification to the chair or staff of your advisory body. The advisory body staff should keep the original and send a copy to the Clerk of the Board of Supervisors. This certification should be included in your advisory body's annual report to the Board of Supervisors. All newly appointed members have 90 days to complete this training, and, it is recommended that the training be reviewed at two year intervals.*

**Training Certification**
**For**
**Members of a County Advisory Body**

By signing below, I certify that on 8/30/2017, I watched the entire Brown Act and Better Government Ordinance video, which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

By signing below, I certify that on 8/30/2017, I watched the entire Ethics Orientation for County officials video which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

Beverly A. Scott-Washington
(Name of Member)

8/31/2017
(Date)

NRMAC
(Name of Advisory Body)

NRMAC
(Member's Seat Name)

*Return this certification to the chair or staff of your advisory body. The advisory body staff should keep the original and send a copy to the Clerk of the Board of Supervisors. This certification should be included in your advisory body's annual report to the Board of Supervisors. All newly appointed members have 90 days to complete this training, and, it is recommended that the training be reviewed at two year intervals.*

**Training Certification**
**For**
**Members of a County Advisory Body**

By signing below, I certify that on 12/2/15, I watched the entire Brown Act and Better Government Ordinance video, which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

By signing below, I certify that on 12/2/15, I watched the entire Ethics Orientation for County officials video which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

Robert Rogers
(Name of Member)

12/2/15
(Date)

North Richmond Mitigation Fund
(Name of Advisory Body)

Sup. John Gioia's seat
(Member's Seat Name)

*Return this certification to the chair or staff of your advisory body. The advisory body staff should keep the original and send a copy to the Clerk of the Board of Supervisors. This certification should be included in your advisory body's annual report to the Board of Supervisors. All newly appointed members have 90 days to complete this training, and, it is recommended that the training be reviewed at two year intervals.*

**2017 Advisory Body Annual Report**

**Advisory Body Name:**

North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee (NRMFC)

**Advisory Body Meeting Time/Location:**

Meetings are regularly scheduled for twice a year, with special meetings scheduled from time to time at the discretion of the Committee. The meeting dates and times for the 2017 calendar year are identified in Section 3 of this document (page 2). This year, all meetings were held at Richmond City Hall located at 440 Civic Center Drive in Richmond.

**Chair (during the reporting period):**

Edwardo Martinez, Richmond City Councilmember

**Staff persons (during the reporting period):**

Contra Costa County Department of Conservation & Development:

- Demian Hardman, Justin Sullivan & Deidra Dingman

Richmond City Manager's Office:

- Lori Reese-Brown & LaShonda Wilson

**Reporting Period:** January 1, 2017 – December 31, 2017

## 1. Activities

The NRMFC made recommendations to the County Board of Supervisors and Richmond City Council on the use of money collected through a Waste & Recovery Mitigation Fee established as result of an Environmental Impact Report to mitigate impacts from the expansion of the West Contra Costa Sanitary Landfill (WCCSL) Bulk Materials Processing Center (BMPC) located in the North Richmond area. The Committee provided feedback to City/County Committee staff about recommended uses of the mitigation fee for the purpose of defraying the annual costs associated with the collection and disposal of illegally dumped waste in the North Richmond area as a result of the BMPC expansion.

## 2. Accomplishments

In 2017, the NRMFC received a Tonnage & Revenue update along with informational reports on all expenditure plan strategies. Projected tonnage revenue reports indicated higher revenue, similar to the 2016/17 fiscal year. Staff suggested increases to most strategies plus added a new strategy 13, Community Restoration Project. Based on staff's suggestions, the committee recommended adoption of the 2017/18 Expenditure Plan, which includes the changes shown in the table below:

| Expenditure Plan Strategy | Budget Changes in the 2017/18 Expenditure Plan |
|---|---|
| Strategy 1 – Bulky Item Pick-ups | No Change |
| Strategy 2 – Neighborhood Clean-ups | Increased budget by $19,500 |
| Strategy 3 – Prevention Service Coordinator | Increased budget by $12,067.50 |
| Strategy 4 – City/County Right-of-Way Pick-up & Tagging Abatement | Increased budget by $12,150 |
| Strategy 5 – Code Enforcement (County) | Increased budget by $4,858.82 |
| Strategy 6 – Illegal Dumping Law Enforcement | Increased budget by $9,302.34 |
| Strategy 7 – Surveillance Cameras | No Change |
| Strategy 8 – Community Services Coordinator | Increased budget by $13,686.91 |
| Strategy 9 – Community-Based Projects | Increased budget by $23,089.34 |

| Expenditure Plan Strategy | Budget Changes in the 2017/18 Expenditure Plan |
|---|---|
| Strategy 10 – North Richmond Green Community Service Programs | Decrease budget by $21,048 |
| Strategy 11 – North Richmond Green Campaign | No Change |
| Strategy 12 – Community Garden Projects | Increased budget by $476.18 |
| Strategy 13– Urban Farm Dedication Project | Awarded a budget of $105,000 |
| Contingency | Increased budget by $26,882.85 |

## 3. Attendance/Representation

The seven-member Committee is comprised of three Richmond City Council members, one member of the Board of Supervisors, two North Richmond Municipal Advisory Council (MAC) members that are residents of unincorporated North Richmond, and one incorporated North Richmond (NR) resident. Bylaws were approved for this Committee in 2008, which included designation of alternates and procedures for removal of members based upon number of absences without prior notification. The level of participation for each Committee member is outlined in the table below as well as the status of a quorum being achieved for each meeting date.

The Alternate seats for the incorporated North Richmond Resident and North Richmond MAC Member remain vacant. The City & County will continue seeking volunteers that can be appointed to fill the vacant seats in 2017.

**2017 Meeting Dates & Attendance**

| **Committee Members & Alternates** | **Feb 17** 2-4 pm | **May 26** 2-5 pm | **Appointed By** |
|---|---|---|---|
| Dr. Henry Clark – North Richmond MAC | No | No | County |
| Jovanka Beckles – Richmond City Councilmember | Yes | Yes | City |
| Edwardo Martinez, CHAIR – Richmond City Councilmember | Yes | Yes | City |
| John Gioia, Supervisor – Board of Supervisors | No | No | County |
| Gayle McLaughlin – Richmond City Councilmember | Yes | Yes | City |
| Beverly Scott, VICE CHAIR – North Richmond MAC | No | Yes | County |
| Annie King-Meredith – Incorporated N. Richmond Resident | Yes | Yes | City |
| | | | |
| Robert Rogers – Board of Supervisors, Alternate | Yes | Yes | County |
| Richmond City Councilmember, Alternate | VACANT | VACANT | City |
| N. Richmond MAC Member, Alternate | VACANT | VACANT | County |
| Incorporated N. Richmond Resident, Alternate | VACANT | VACANT | City |
| ***Quorum achieved*** | **Yes** | **Yes** | |

## 4. Training/Certification

The County appointed Committee Members/Alternates have completed and submitted the required training certificates (Exhibit C).

## 5. Proposed Work Plan/Objectives for Next Year

The Committee will have its next meeting on February 16, 2018. Anticipated topics to be discussed at this meeting are likely to include budget planning for the next Expenditure Plan cycle (FY 2018/2019),

including future revenue projections, proposed funding allocations for existing and potential new strategies. On May 25, 2018, the Committee is expected to receive updates about mitigation funded strategies from the Community Service Coordinator and currently funded non-profits. The committee will also consider recommending approval of a new 2018/2019 Expenditure Plan to the County Board of Supervisors and Richmond City Council.

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 11, 2018

Subject: Second Amended 2017/2018 North Richmond Waste and Recovery Mitigation Fee Expenditure Plan

**RECOMMENDATION(S):**

APPROVE the Second Amended 2017/2018 North Richmond Waste and Recovery Mitigation Fee Expenditure Plan (Exhibit A), with updated funding allocations applicable to previously approved activities for the period of July 1, 2017 through June 30, 2018, as recommended by the North Richmond Waste and Recovery Mitigation Fee Joint Expenditure Planning Committee.

**FISCAL IMPACT:**

The proposed action will not have an impact on the County's General Fund. Mitigation Fee revenue is used to cover the costs incurred by the County and City for any activities (Strategies) authorized to be funded under the applicable North Richmond Waste and Recovery Mitigation Fee Expenditure Plan approved by the County and City of Richmond.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Justin Sullivan (925)674-7812

**cc:**

BACKGROUND:

As a condition of approval in City and County approved use permits for the expanded Bulk Material Processing Center (BMPC) located in North Richmond, the BMPC operator is required to collect a per ton fee known as the North Richmond Mitigation Fee (NRMF). The NRMF purpose is to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond and adjacent areas. The NRMF funding collected by the operator is paid to the County and jointly administered by the City and County. New Expenditure Plans and/or modifications to existing Expenditure Plans (Amended Expenditure Plan) must be approved by both the County Board of Supervisors and Richmond City Council to officially authorize use of North Richmond Waste and Recovery Mitigation Fee funding.

Summary of Changes to the 2017/2018 NRMF Expenditure Plan: The 2017/2018 NRMF Expenditure Plan was approved by the County Board of Supervisors in June 2017 and Richmond City Council in July 2017. After the close of the 2017/2018 Expenditure Plan (EP) cycle, County staff identified unanticipated FY 2017/2018 Committee Administration/Staffing costs due primarily to added level of effort associated with an internal audit. The Second Amended 2017/2018 EP recommended by the Committee moves $75,516.72 from the "Contingency" line item to "Committee Administration/Staffing" to allow reimbursement for staffing costs in excess of the amount authorized in the Amended 2017/2018 EP. Additionally, two attachments related to previously implemented projects approved in the prior Expenditure Plan were mistakenly included in the 2017/2018 EP. The two attachments containing previously funded projects not intended to be carried over from 2016/17 (shown in Attachments 3 and 5 in the previously approved 2017/18 Amended EP) were removed in the recommended Second Amended 2017/18 EP. Funding tied to 2016/17 projects shown in the attachments which were removed from the Second Amended 2017/18 EP, totaling $115,800.72, was also removed from the Budget table, which reduced the total 2017/2018 budget from $1,100,708.00 to $984,907.28. As a result of the removal of Attachments 3 & 5, the table that was included as Attachment 4 in the Amended 2017/18 EP has been relabeled as Attachment 3 in the recommended Second Amended 2017/18 EP.

CONSEQUENCE OF NEGATIVE ACTION:

Each Expenditure Plan must receive final approval from the County Board of Supervisors and Richmond City Council. Expenditure Plans and any associated amendments recommended or approved by the NRMFC only take effect if/when approved by the Board of Supervisors and the Richmond City Council. Therefore, if the Second Amended 2017/2018 Expenditure Plan is not approved by the Board, the County would not be authorized to receive reimbursement for the Department of Conservation & Development's additional staff costs, in the amount of $75,516.72, incurred due primarily to the internal audit conducted during FY 2017/2018.

ATTACHMENTS

Second Amended 2017/2018 Expenditure Plan

Second Amended

# North Richmond Waste & Recovery Mitigation Fee 2017/18 Expenditure Plan

The Waste & Recovery Mitigation Fee was established as a result of the Draft Environmental Impact Report (EIR) dated November 2003 for the WCCSL Bulk Materials Processing Center (BMPC) and Related Actions (Project). The Project involved new and expanded processing and resource recovery operations on both the incorporated and unincorporated area of the Project site, which the EIR concluded would impact the host community. To mitigate this impact Mitigation Measure 4-5 called for a Mitigation Fee to benefit the host community, described as follows:

> "Mitigation Fee. The facility operator shall pay a Mitigation Fee of an amount to be determined by the applicable permitting authority(ies) ***to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond and adjacent areas*****.** The mitigation fee should be subject to the joint-control of the City and County and should be collected on all solid waste and processible materials received at the facility consistent with the existing mitigation fee collected at the Central IRRF."

In July 2004, the City of Richmond and Contra Costa County entered into a Memorandum of Understanding (MOU) agreeing to jointly administer Mitigation Fee monies collected from the BMPC for the benefit of the incorporated and unincorporated North Richmond area. This North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee (Committee) was formed pursuant to the terms of the MOU for the specific purpose of preparing a recommended Expenditure Plan. This Expenditure Plan provides a means to jointly administer the Mitigation Fee funding for the benefit of the host community, as described in the EIR. The Expenditure Plan is subject to final approval of the Richmond City Council and the Contra Costa County Board of Supervisors.

By approving this Expenditure Plan, the City Council and Board of Supervisors authorize the use of Mitigation Fee funding for only the purposes and in the amounts specified herein. The City and County have each designated their respective staff persons responsible for administering the development and implementation of the approved Expenditure Plan, which includes responsibility for drafting and interpreting Expenditure Plan language. However, the City and County have not delegated to the Committee or to staff the authority to expend funding for purposes not clearly identified in the Expenditure Plan document officially approved by their respective decision-making bodies.

Activities which can be funded in this Expenditure Plan period with the Mitigation Fee amounts specified within this Expenditure Plan are described herein as "Strategies" or "Staff Costs". Strategies are categorized as either "Core Services" or "Supplemental Enhancements". Core Services includes the higher funding priority strategies that most directly address the intended purpose of this City/County approved Mitigation Fee*, "to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond"*.

All references to the "Mitigation Fee Primary Funding Area" or "Mitigation Fee Funding Area" pertain to the geographic area shown in the attached map (Attachment 6).

| | |
|---|---|
| **Expenditure Plan Period:** | July 1, 2017 - June 30, 2018<br>*(unless otherwise specified herein)* |

# BUDGET

The funding allocation amounts included in this document apply to the Expenditure Plan Period specified on the first page unless otherwise specified herein. The total amount of funding allocated in the Expenditure Plan Budget is based on revenue projections provided by the BMPC operator, Republic Service, which are dependant upon multiple variables (e.g. number of tons of recovered materials vs. solid waste, per ton gate rate charged and amount of CPI-adjusted per ton Mitigation Fee). Actual Mitigation Fee revenue may deviate from revenue projections provided by Republic and used to prepare this Budget. A "Contingency" line item is included in the Budget to help accommodate variations between projected and actual revenue. Excess funding allocated to strategies and not expended by the end of each Expenditure Plan period is treated as "roll-over" funding for reallocation in a subsequent Expenditure Plan period.

The Budget includes some line items that are based on fixed costs, however there are other line items which are scalable and/or dependant on utilization thereby providing flexibility to reallocate amounts if and when a significant need is identified. Allocated funding may remain unspent due to under-utilization of a particular program. If the amount allocated to a particular line item is determined to exceed needs based upon usage, the remaining funding can only be reallocated by officially amending the Expenditure Plan. This Expenditure Plan may only be adjusted upon official action taken by both the City and County. Although there has been some interest in allowing flexibility for staff to adjust funding allocations under specific circumstances, the authority to approve or modify the Expenditure Plan rests solely with the City Council and Board of Supervisors.

Annual fiscal year Expenditure Plan cycle is expected to reduce margin of error of Mitigation Fee revenue projects, streamline financial reconciliation/budgeting process and minimize need to amend Expenditure Plans mid-cycle. Amending Expenditure Plans involve administrative burden and costs due to the joint approval needed from both the Richmond City Council and County Board of Supervisors. In order to minimize the amount of funding needed to cover staff costs incurred to amend the Expenditure Plan, staff will only recommend changes to the Expenditure Plan when necessary to address a significant and time-sensitive need.

## 2017/2018 Expenditure Plan - North Richmond Waste & Recovery Mitigation Fee

| | # | Expenditure Plan (EP) Strategy<br>*(EP Cycle: July 1, 2017 thru June 30, 2018)* | Amended Budget Allocations |
|---|---|---|---|
| Core Services | 1 | Bulky Item Pick-ups & Disposal Vouchers | $ 2,000.00 |
| | 2 | Neighborhood Clean-ups | $ 30,000.00 |
| | 3 | Prevention Services Coordinator | $ 42,937.50 |
| | 4 | City/County Right-of-Way Pick-up & Tagging Abatement | $ 30,000.00 |
| | 5 | Code Enforcement - County | $ 102,056.22 |
| | 6 | Illegal Dumping Law Enforcement | $ 195,349.22 |
| | 7 | Surveillance Cameras | $ 2,000.00 |
| Supplemental Enhancements | 8 | Community Services Coordinator | $ 76,945.05 |
| | 9 | Community-Based Projects[1] | $ 143,089.34 |
| | 10 | North Richmond Green Community Service Programs | $ 20,042.00 |
| | 11 | North Richmond Green Campaign | $ 10,500.00 |
| | 12 | Neighborhood Community Garden Projects[1] | $ 58,482.44 |
| | 13 | Urban Farm Park Dedication Project | $ 105,000.00 |
| | | Contingency *( decreased from 13.4% to 1.5% of the Projected Revenue)* | $ 9,848.57 |
| **Subtotal (without Committee Staffing)** | | | $ 828,250.34 |
| | | Committee Administration/Staffing | $ 156,656.94 |
| **Total Allocations to be Funded with 2017/18 Revenue & Unobligated Carry-Over Funding** | | | $ 984,907.28 |
| **Total Projected Revenue in 2017/18[2]** | | | $ 638,549.25 |
| **Carry-Over Funding from prior Expenditure Plan cycles[3]** | | | $ 346,358.03 |
| **Total 2017/18 Expenditure Plan Budget** | | | $ 984,907.28 |

[1] *Funding allocation(s) for Community-Based Projects under Strategy 9 of this Expenditure Plan are incorporated into the 2017/18 Community Based Projects Table (**Attachment 2**). Funding allocation(s) for Neighborhood Community Garden Project(s) under Strategy 12 are incorporated into the 2017/18 Neighborhood Community Garden Projects Table (**Attachment 3**).*

[2] *Total Projected Revenue shown above reflects the amount projected to be received between July 1, 2017 and June 30, 2018.*

[3] *Amount shown includes $110,604.62 of roll-over funding from Strategy 9 - Community Based Projects & Strategy 12 - Community Garden Projects in the 2015/16 Expenditure Plan as reflected in the updated 2015-16 Expenditure Plan Budget Summary Close-out document presented to the Committee in October 2018. Amount also includes two (2) Community Based Projects under Strategy 9 withdrew their request to use funding in the 2016-17 Expenditure Plan. Funding of $19,500 for the Davis Chapel Community Impact project and $19,500 for Verde Eco-Stewards Community Work Together project (Total of $39,000) is allocated as unobligated funding into the 2017-18 Expenditure Plan.*

## DESCRIPTION OF STRATEGIES RECOMMENDED FOR FUNDING

Funding allocation amounts for each strategy are specified in the Budget table on page 3. The following Strategies describe the activities allowed to be funded with the amounts allocated to each in the Budget (associated allowable agency staff costs are described in the Staff Costs section). Strategies are grouped based on relative funding priority levels and the "Core Services" category contains higher priority Strategies than the "Supplemental Enhancements" category. Higher funding priority Strategies are those which best address the Fee's intended purpose, ***"to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond"***) and "Supplemental Enhancements".

Level 1 Priority - PRIMARY CORE SERVICES STRATEGIES

- 1 - Bulky Item Pick-ups & Disposal Vouchers
- 2 - Neighborhood Clean-up Events
- 4 - City/County Right-of-Way Trash & Tagging Removal
- 5 - Code Enforcement - County
- 6 - Illegal Dumping Law Enforcement

Level 2 Priority - SECONDARY CORE SERVICES STRATEGIES

- 3 - Prevention Services Coordinator
- 7 - Surveillance Cameras

Level 3 Priority - PRIMARY SUPPLEMENTAL ENHANCEMENTS STRATEGIES

- 8 - Community Services Coordinator
- 9 - Community Based Projects (SOME)
- 11 - North Richmond Green Campaign
- 12 – Neighborhood Community Garden Projects

Level 4 Priority - SECONDARY SUPPLEMENTAL ENHANCEMENTS STRATEGIES

- 9 - Community Based Projects (SOME)
- 10 - North Richmond Green Community Service Programs
- 13 – Urban Farm Park Dedication Project

## *CORE SERVICES*

### 1. Bulky Item Pick-ups & Disposal Vouchers

Provide residents in the Mitigation Fee Primary Funding Area, who prove eligibility consistent with City/County procedures, with the option of choosing to:

- Request up to one on-call pick-up service per household per calendar year for bulky items that are not accepted in the current on-call clean-ups through Richmond Sanitary Service (RSS), only available to those with an active account with RSS; or
- Request up to twelve $5 vouchers per household for disposal at Republic's transfer station on Parr Blvd. per calendar year (vouchers expire after six months, Mitigation Fees only pay for vouchers that are actually redeemed).

*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond

Implementing Entity(ies):

Community Housing Development Corporation *(processes requests and issues Disposal Vouchers/arranges Bulky Item Pick-ups)*

Republic Services - Golden Bear Transfer Station & Richmond Sanitary Service *(reimbursed for Disposal Vouchers redeemed and Bulky Item Pick-ups provided)*

Reporting/Payment Requirements: Effective July 1, 2012, CHDC and Republic Services shall provide required data pertinent to Strategy 1 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

**2. Neighborhood Clean-ups**

Provide at least one neighborhood and/or creek clean-up event in the Mitigation Fee Funding Area; additional clean-up event may be scheduled as funding allows.
*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond

Implementing Entity(ies):

City Manager's Office *(coordinates scheduling of clean-up dates and associated arrangements in conjunction with partner entities)*

Republic Services - Richmond Sanitary Service *(reimbursed for providing/servicing clean-up boxes and disposing of debris placed in clean-up boxes)*

Reporting/Payment Requirements: Effective July 1, 2012, the City Manager's Office and Republic Services shall provide required data pertinent to Strategy 2 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

**3. Prevention Services Coordinator**

Fund at least a portion of a Prevention Services Coordinator (PSC) position (including salary/benefits/overhead and administering agency contracting charge[1]) on a contract basis to assist the City and County in implementing Strategy 1 as the point of contact for community members interested in claiming Disposal Vouchers or Bulky-Item Pick ups. Assist community members interested in reporting illegal dumping and seeking referral/resources. Track and report data related to illegally dumped waste collected by Republic Services Hot Spot Crew and handle associated referrals to applicable public agencies, including right-of-way referrals

[1] Administering agency contracting charge applies ($3,000 per contract)

for Strategy 4. The PSC may also assist City and County with administering funding allocated to selected non-profit organizations under Strategies 9 and 12.
*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond

Implementing Entity: Community Housing Development Corporation (CHDC)
*(reimbursed actual cost for part-time position and issues Disposal Vouchers/arranges Bulky Item Pick-ups)*

Reporting/Payment Requirements: Effective July 1, 2012, CHDC shall provide required data pertinent to Strategy 1 and Strategy 3 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

**4. City/County Right-of-Way Pick-up & Tagging Abatement**

Fund consolidated pick-up program (including personnel, mileage, equipment rental and administrative costs) for removal of illegal dumping and tagging abatement* in the public right-of-way located within the unincorporated & incorporated Mitigation Fee Primary Funding Area. Funding is intended to pay for removal of illegal dumping that occurs as a result of referrals from the Prevention Services Coordinator for items/debris not collected by the designated Republic Services Hot Spot Route crew.

* Allocation of funding under this Strategy for this Expenditure Plan cycle is primarily intended to cover the cost incurred for City/County Right-of-Way Pick-up activities throughout the Primary Funding Area. Funds for Tagging Abatement are not proposed to be allocated in this Expenditure Plan cycle.

*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond

Implementing Entity: Richmond Police Department's Code Enforcement Division

Reporting/Payment Requirements: Effective July 1, 2012, the Richmond Police Department's Code Enforcement Division shall provide required data pertinent to Strategy 4 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

**5. Code Enforcement Staff - County**

Fund at least a portion of County code enforcement position (including salary/benefits and related vehicle and equipment costs), to assist with vacant/ abandoned lot abatements and fencing as well as other health/building/zoning violations related to illegal dumping and blight throughout the unincorporated Mitigation Funding Area.
*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: Contra Costa County

Implementing Entity: County Department of Conservation & Development's Building Inspection Division

Reporting/Payment Requirements: Effective July 1, 2012, the County Department of Conservation & Development's Building Inspection Division shall provide required data pertinent to Strategy 5 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

**6. Illegal Dumping Law Enforcement**

Fund majority of a full-time Sheriff Deputy (between approximately 90-100% of salary/benefits, overtime, uniform and related cell phone, equipment, and vehicle costs) to assist with law enforcement investigations and patrols to combat illegal dumping within the Mitigation Fee Primary Funding Area.
*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: Contra Costa County

Implementing Entity: County Sheriff's Office

Reporting/Payment Requirements: Effective July 1, 2012, the County Sheriff's Office shall provide required data pertinent to this Strategy based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

**7. Surveillance Cameras**

Fund the purchase of cameras, camera infrastructure, camera signage and costs related to maintenance, warranty, repair & relocation of surveillance camera system equipment within the Mitigation Fee Primary Funding Area to assist the dedicated Illegal Dumping Law Enforcement officer in targeting specific locations where illegal dumping occurs most regularly.
*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: Contra Costa County

Implementing Entity(ies):

Richmond Police Department *(operate, move and maintain eight Pan-Tilt-Zoom wireless video surveillance cameras and associated camera system infrastructure throughout NR -AND- install/clean/move FlashCam cameras located within the incorporated NR area if funding is available)*

County Sheriff's Department *(coordinate monitoring of FlashCams located throughout NR and identify/request relocation of surveillance cameras throughout NR as needed)*

County Public Works Department (*install/clean/move FlashCam cameras located within the unincorporated NR area upon request if funding is available)*

Reporting/Payment Requirements: Effective July 1, 2012, each Implementing Entity shall provide required data pertinent to each entity's applicable Strategy 8 responsibilities based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers) now or in the future.

## *SUPPLEMENTAL ENHANCEMENTS*

### 8. Community Services Coordinator

Fund at least a portion of a Community Services Coordinator (CSC) position to be staffed on a contract basis (including salary/benefits/overhead and administering agency contracting charge[2]). The CSC shall:

- serve as a link between the community of North Richmond, the City of Richmond, and Contra Costa County for issues related to beautification, illegal dumping, and blight using referral process identified by the City and County;
- coordinate outreach activities related to illegal dumping and beautification within the Primary Funding area, as specified by the City/County, including North Richmond Green community service programs and outreach activities described under Strategies 10 & 11; and
- be bilingual in order to assist with Spanish translation as needed.

*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond

Implementing Entity: Neighborhood House of North Richmond (NHNR).

Reporting/Payment Requirements: Effective July 1, 2012, NHNR shall provide required data pertinent to Strategies 8, 10 & 11 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

### 9. Community Based Projects

Fund the development, implementation and oversight of a variety of community-based projects with specific focuses on anti-littering, environmental stewardship, blight reduction and/or beautification (including personnel/labor, administrative oversight, materials, equipment and related maintenance costs plus administering agency contracting charges[3]). Rather than funding stipend programs separately (including stipends, administrative oversight and related materials/equipment), new community-based projects/programs should include component for stipends, where appropriate, to pay local youth and/or other community members for assisting with illegal dumping prevention/abatement or beautification activities within the Mitigation Fee Primary Funding Area. Community Based Projects to be

[2]Administering agency contracting charge is $3,000 per contract.

[3]Administering agency contracting charge is $3,000 per contract if directly contracting with City or County (in addition to the 20% allocation described in Administering Agencies section below).

funded were solicited through an open Funding Request Proposal & Application process. Examples of potential project types that may be funded include but are not limited to:

a. Neighborhood Landscaping Improvements
b. Community Art Projects (e.g. Tile Art, Murals or Safe Routes/Popsicle Project)
c. Stipend Beautification Programs

Details, including recommended allocation amounts, for each of the selected Community Based Projects to be funded under this Expenditure Plan are contained in the Community Based Projects Tables included as Attachments 2 & 3. Funding for carry-over Projects in Attachment 3 is not included in the amount listed under Strategy 9 in the Budget.
*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agencies: Contra Costa County and City of Richmond and/or Community Housing Development Corporation (CHDC) on behalf of the City or County. CHDC may, under contract with either the City or County as a Administering Agency, administer Community Based Project contracts funded under this Strategy for some or all of the new Community Based Projects selected for funding in the 2017/2018 Expenditure Plan cycle. CHDC shall use no more than twenty (20) percent (%) of the total amount awarded to each Community-Based Project (after subtracting City/County contracting cost) listed in Attachment 2 to oversee project implementation, including facilitating review/assessment of reports' and deliverables. Payments to Implementing Entities for Community-Based Projects shall not be issued by CHDC without the written approval of City and County Committee Staff.

Implementing Entity: Various Non-Profit Organizations and/or County Housing Authority (see Community Based Projects Tables in Attachments 2 and 3)

Reporting/Payment Requirements: Any Community Based Project contracts issued or amended by the City/County shall incorporate Reporting & Invoicing Requirements generally consistent with those shown in Attachment 1. Community-Based Project contracts being administered by CHDC on behalf of either the City or County shall also incorporate Reporting and Invoicing Requirements generally consistent with those shown in Attachment 1. Attachment 1 only applies to Community-Based Project contracts with the Implementing Entities. The City and/or County will issue advance payments to CHDC, as needed, to ensure there is adequate funding available to payments requested by Implementing Entities if and when authorized by City and County Staff. Additionally, CHDC would be subject to contractual payment and reporting provisions that differ from those in Attachment 1 due to the nature of the services to be provided.

**10. North Richmond Green Community Services Programs**

Fund the following North Richmond Green programs on a contract basis[4] to the extent the specific details submitted are determined to align with the purpose of the Mitigation Fee and Expenditure Plan:

- *NR Little League Baseball Program* - Includes cost of registration and uniforms with customized North Richmond Green patches for up to 5-6 teams, season kick-off event/parade, equipment, stipends for game monitoring and oversight, food and transportation.
- *NR Adult Softball program* - Includes cost of registration, jerseys with North Richmond Green patches and hats for the men's and women's team.
- *NR Youth Twilight Basketball Program* - Includes cost of registration and uniforms with North Richmond Green patches for up to 5-6 teams, equipment, stipends for game monitoring and oversight, food and transportation.
- *NR Youth Eco Academy* - Youth projects to include school gardens, recycling efforts, habitat restoration, creek/bay/ocean water quality monitoring, beach/creek/neighborhood clean-ups and ecological field trips. May fund the cost of materials, transportation and fees associated with pre-approved community beautification projects such landscaping and murals.

*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: Neighborhood House of North Richmond (NHNR).

Reporting/Payment Requirements: Effective July 1, 2012, NHNR shall provide required data pertinent to Strategies 8, 10 & 11 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

**11. North Richmond Green Campaign**

Fund the design, printing and/or distribution of education and outreach materials on a contract basis[4] which must align with the purpose of the Mitigation Fee and Expenditure Plan and be pre-approved by Committee Staff. Outreach materials must include "Jointly funded by City of Richmond & Contra Costa County" unless otherwise specified herein. Outreach materials may be any of the types specified below, however must clearly intend to directly:

- Inform the community about Mitigation Fee funded programs/efforts,
- Increase participation in Mitigation funded programs/efforts,
- Reduce illegal dumping and blight in the Mitigation Fee Funding Area, and/or
- Promote beautification in the Mitigation Fee Funding Area.

The following type of outreach material expenditures may be funded if reviewed and pre-approved by Committee Staff:

[4] Administering agency contracting charge applies ($3,000 per contract)

- STIPENDS – Pay local community members (youth and adults) to distribute printed outreach materials door-to-door to promote mitigation-funded strategies *(Jointly Funded text not applicable to stipend expenses, only materials)*
- HANDOUTS/MAILERS – Newsletters, flyers, brochures or other documents intended to be handed out or mailed to local residents/organizations.
- T-SHIRTS - Shirts shall include the NRGreen.org website to encourage people to learn more about Mitigation funded programs/efforts *(local phone number should also be included when possible, however inclusion of Jointly Funded text may not be required)*
- NR GREEN FESTIVAL – Event held once per year and generally include information booths to raise awareness about mitigation-funded efforts and other local beautification efforts as well as fun activities for kids and food. Materials promoting the event shall include the NRGreen.org website as well as a local phone number.
- SIGNAGE – Printed or manufactured signage, which includes promotional banners for local events/parades, which should include the NRGreen.org website for Community members to learn more about Mitigation funded programs/efforts. Repair, replacement and removal of NRMF-funded Light Pole Banners.

*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: Neighborhood House of North Richmond (NHNR).

Reporting/Payment Requirements: Effective July 1, 2012, NHNR shall provide required data pertinent to Strategies 8, 10 & 11 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

**12. Neighborhood Community Garden Projects**

Fund on-going maintenance and up-keep of existing community gardens within the Primary Funding Area, which may include a component for stipends, where appropriate, to pay local youth and/or other community members for assisting with Community Garden upkeep and maintenance.

Neighborhood Community Garden Projects to be funded were solicited through an open Funding Request Proposal & Application process. Projects selected under this Strategy could be funded on an on-going basis if separately awarded funding in multiple Expenditure Plan cycles.

Details, including recommended allocation amounts, for each of the selected Neighborhood Community Garden Projects are included in Attachment 4.

*[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agencies: Contra Costa County, City of Richmond and/or Community Housing Development Corporation (CHDC)[5] on behalf of the City or County. CHDC may, under contract with either the City or County as the Administering Agency, administer Neighborhood Community Garden Project contracts being funded under this Strategy for some or all of the Neighborhood Community Garden Project non-profit organizations selected for funding in the 2016/2017 Expenditure Plan cycle. CHDC shall use no more than twenty (20) percent (%) of the total amount awarded to each Project to oversee project implementation, including facilitating review/assessment of reports and deliverables. Payments to Implementing Entities for Neighborhood Community Garden Projects shall not be issued by CHDC without the written approval of both City and County Committee Staff.

Implementing Entity: Various Non-Profit Organizations (see Neighborhood Community Garden Projects Table in Attachment 4)

Reporting/Payment Requirements: Any Neighborhood Community Garden Project contracts issued or amended by the City/County shall incorporate Reporting & Invoicing Requirements generally consistent with those shown in Attachment 1. Neighborhood Community Garden Project contracts being administered by CHDC on behalf of either the City or County shall also incorporate Reporting & Invoicing Requirements generally consistent with those shown in Attachment 1. Attachment 1 only applies to the Neighborhood Community Garden Project contracts with the Implementing Entities. CHDC would be subject to contractual payment and reporting provisions that differ from those in Attachment 1 due to the nature of the services to be provided. The City and/or County will issue advance payments to CHDC, as needed, to ensure there is adequate funding available to payments requested by Implementing Entities if and when authorized by City and County Staff.

### 13. Urban Farm Park Dedication Project

Fund a portion of the County Park Dedication project, known as the Roots and Restoration Farm ("Farm"), involving development of a 3.1 acre Agricultural Park and Riparian Restoration Learning Center located in North Richmond at 323 Brookside Drive. Funding maybe used for Environmental Site Analysis / Studies, Community Outreach and Engagement, and other interim activities directly associated with Farm development which may include the purchase of farm amenities.

Administering Agency: Contra Costa County

Implementing Entity: Urban Tilth (non-profit)

Reporting/Payment Requirements: Prior to any NRMF funded payments being issued for this project, all invoices submitted by Implementing Entity shall be accompanied with applicable substantiating documentation based on the Reporting & Invoicing Requirements shown in Attachment 1.

## *STAFF COSTS*

**Committee Administration/Staffing Funding:** The funding allocated for Committee Administration/Staffing may not be adequate to cover the full cost of staff time necessary for jointly staffing the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee as well as developing, administering and overseeing this Expenditure Plan for the specified period. Supplemental funding allocation may be necessary upon determining actual costs exceed the amount budgeted to cover the intended City/County costs for joint staffing.

**Strategy-Specific Funding:** The cost of City/County staff time spent providing direct implementation assistance and/or coordination for specific Strategies may be covered with a portion of the NRMF funding budgeted for each applicable Strategy. Additionally, a portion of the NRMF funding budgeted for Strategies will be used to pay fixed administering agency contracting charge for each applicable contract (Currently $3,000 per contract. An additional $3,000 may be added to a contract amendment to add additional funding or nonprofits to a contract during an existing contract cycle) unless otherwise specified herein.

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## Community-Based Project & Neighborhood Community Garden Project Reporting and Invoicing Requirements

***Substantially equivalent language to be included in all NRMF-funded Community Project Agreements/Amendments***

Contractor shall submit Progress Reports, using attached City/County provided template, in conjunction with each invoice covering the period since last report/invoice submitted, consistent with the Payment Provisions (Specify the Section of the Service Plan of the Agreement). Contractor shall monitor, document, and report all Participants activities and other costs for which reimbursement will be requested. Upon completion of work, Contractor shall submit a Final Report, using attached City/County provided template, in conjunction with the final invoice.

**Authorized Advance Payments:** In order to receive any potential payment in advance, such must be authorized for the specified Project in Attachment 2 of the Expenditure Plan approved by both the County Board of Supervisors and Richmond City Council. No Contractor authorized for advance payment may receive more than ten (10) percent (%) of the approved Implementing Entity Award for this Project. In order to seek potential payment in advance, the Contractor shall submit a written request to both the City and County Committee Staff detailing the reason(s) advance payment is necessary and the amount of funding requested in advance (not to exceed 10% of total award) specifying which applicable allowable expenses would be covered by such payment.

Contractor shall submit invoices and required supporting documentation requesting reimbursement for allowed costs in the Budget contained in the "Eligible Costs" Section, which together may not total more than $ (enter applicable contract amount).

1. **Invoices:** Invoices shall contain the following information in sufficient detail and be submitted in a form which adequately demonstrates consistency with this Service Plan. Invoices shall be accompanied by the applicable Required Supporting Documentation described in the following subsection.
   a. Number of hours per staff member being billed for which stipends have been paid,
   b. Number of hours Contractor staff performed work per Task described herein at the rates allowed in the "Eligible Costs" Section, and
   c. Separately identify number of hours spent attending North Richmond Green Meetings (Attendance Required at least Quarterly).
   d. Itemization of any other direct costs (e.g. supplies, travel, operating expenses, etc.) incurred for which reimbursement is being requested within that invoice period.
2. **Required Supporting Documentation**: The following Required Supporting Documentation must be submitted with invoices when applicable as described below.
   a. Every invoice must be accompanied by a Progress Report, with the exception of the final invoice which must be accompanied by a Final Report. Both types of Reports must contain all of the information specified in the City/County provided Report templates.
   b. If stipends are included in an invoice, such invoice must be accompanied by copies of Interns daily logs or timesheets covering all stipend hours for which reimbursement is being requested.
   c. If staff time is included in an invoice, such invoice must be accompanied by copies of timesheets covering all staff hours for which reimbursement is being requested.

d. If an invoice is requesting reimbursement of any other direct costs (any costs other than staff time or stipends), such invoice must be accompanied by copies of actual itemized invoices or receipts for all applicable direct costs (bus transportation or curriculum materials). If an invoice is requesting reimbursement for copying or printing, at least one copy of the printed item should accompany the invoice.

City/County shall review submitted invoices and supporting documentation within a reasonable period of time and remit payment to Contractor promptly upon determining the purpose and amount of payment requested are authorized under this Agreement.

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**North Richmond Waste & Recovery Mitigation Fee Community-Based Project**

# Progress Report

**Organization:** _____

**Contact Person:** _____

**Progress Report Period:** _____ - _____

**Project Expenses to Date:** *Attach completed Progress Report to each Invoice being submitted for any reimbursable costs incurred during this Progress Report Period.*

## Brief Description of the Project:

*Provide a brief description of the project activities/services your Organization is providing with this North Richmond Mitigation Fee (NRMF) funding. Funded activities must be consistent with the signed Agreement.*

_____

## Tasks Accomplished to Date:

*Describe the various tasks that your Organization has completed in whole or in part during the Progress Report Period (can be bullet points). [Save for use/reference when preparing Final Progress Report.]*

_____

## Materials Produced to Date:

*Provide a listing of any materials/documents produced during this Progress Report period as a part of this project (e.g. pictures, surveys, handouts, work products, etc.) and attach copies of each.*

_____

## Number of Persons Served to Date:

*Provide total number served from the NRMF Funding Area during this Progress Report period.* _____

*Provide total number served from outside the NR Funding Area during this period.* _____

*Provide total number of residents paid with NRMF funding during this period.* _____

## North Richmond Green Meeting Attendance to Date:

*Specify which monthly North Richmond Green meetings (list meeting dates) your Community Based Project representative(s) attended during this Progress Report period. [Must attend at least once per quarter]*

*MEETING DATE(s):* _____ *ATTENDEE NAME(s):* _____

## Successes to Date:

*Identify whether and how your project is addressing the intended problems associated with illegal dumping (be specific). Describe any other beneficial outcomes/success stories resulting from your project activities to date.*

_____

## Challenges to Date:

*List any and all issues/problems (e.g. change in personnel, inadequate public awareness, applicability of regulatory restrictions/requirements, etc.) identified during this period which may impact the project's ability to achieve the intended outcome(s) identified by your Organization. Include all challenges/obstacles/barriers that may inhibit or compromise your ability to address the intended illegal dumping problem(s).*

_____

## Lessons Learned to Date & Feedback from Participants/Community:

*Share any lessons learned from participants, staff and/or the community during this Progress Report period.*

_____

*Provide any feedback about the NRMF-funded project/program received from participants and/or community members (such as copies of quotes, emails/letters and completed surveys/evaluations).*

_____

## Other Project Information:

*Provide any additional information about your organization's work that did not fit in any of the other sections, including description(s) of any additional services or enhanced activities provided beyond those specified.*

_____

**North Richmond Waste & Recovery Mitigation Fee Community-Based Project**

# Final Progress Report

**Organization:** _____

**Contact Person:** _____

**Contract Period:** _____ - _____

**Final Project Expenses:** *Attach completed Final Progress Report to the Final Invoice being submitted for any reimbursable costs not included on invoice(s) submitted with prior Progress Report(s).*

**Brief Description of the Project:**
*Provide a brief description of the project activities/services your Organization provided with this North Richmond Mitigation Fee (NRMF) funding. Funded activities must be consistent with the terms of your signed Agreement.*

_____

**Tasks Accomplished:**
*Describe all project tasks/activities that your Organization completed during the entire contract period. Summarize any work completed not previously reported and consolidate with updated information from prior Progress Reports.*

_____

**Materials Produced:**
*Provide a listing of any materials/documents produced as a part of the program (e.g. pictures, surveys, handouts, work products, etc.). Attach copies of anything not included with prior Progress Reports submitted.*

_____

**Number of Persons Served:**
*Provide total number served from the NRMF Funding Area during the entire contract period.* _____
*Provide total number served from outside the NR Funding Area during the entire contract period.* _____
*Provide total number of residents paid with NRMF funding during the entire contract period.* _____

**North Richmond Green Meeting Attendance:**
*Specify which monthly North Richmond Green meetings (list all meeting dates) your Community Based Project representative(s) attended during the contract period. [Must attend at least once per quarter]*
*MEETING DATE(s):* _____ *ATTENDEE NAME(s):* _____

**Successes:**
*Identify extent to which your project addressed the intended problems associated with illegal dumping and how (be specific). Describe any other beneficial outcomes/success stories resulting from your project activities.*

_____

**Challenges:**
*Explain why your Organization was not able to achieve the intended project outcomes and/or address the illegal dumping problems previously identified, if applicable. Include any challenges/obstacles/barriers (e.g. personnel changes, lack of public awareness, previously unknown regulatory restrictions/requirements, etc.) that compromised or inhibited your project's success in addressing problems associated with illegal dumping.*

_____

**Lessons Learned & Feedback from Participants/Community:**
*Share any lessons learned from participants, staff and/or the community during the contract period.*

_____

*Summarize all participant and/or community feedback received about this NRMF-funded project/program (attach any findings/summary of final project evaluation and copies of related documents not previously submitted).*

_____

**Other Project Information:**
*Provide any additional information about your organization's work that did not fit in any of the other sections, including description(s) of any additional services or enhanced activities provided beyond those specified.*

_____

# Attachment 2 - Community Based Projects Table (Strategy 9)

The NRMF Committee recommended and the City Council and County Board of Supervisors approved a total of $143,089.34 be allocated in 2017/2018 for Community Based Projects. The Committee recommended allocation of this funding based on a Funding Request Proposal released on January 12, 2016 by Committee Staff and Proposals submitted by eligible non-profit organizations on February 2, 2016. The one exception being allocation of $23,098.34 for one of the organizations to assist with cutting the grass and picking up small trash on the Housing Authority Las Deltas property. The project selections, funding recommendations and number of non-profits selected by the Committee are shown in the below table.

## *Funding Allocations for Community Based Projects in 2017/2018*

| Implementing Entity Organization / *Fiscal Sponsor* *(if applicable)* | Project Title | Advance Payment Allowed (Up to 10% of Implementer Award Amount) | *Requested Amount* | Total Award Amount | County Contracting Cost to Contract with CHDC[1] | CHDC Contracting Cost (20%) to Manage Non-Profits | Non-Profit Implementer Award Amount for Project[1] | Notes |
|---|---|---|---|---|---|---|---|---|
| **City of Richmond** | **Love Your Block** | **No** | *$ 20,000.00* | **$ 20,000.00** | $ 500.00 | $ 3,900.00 | $ 15,600.00 | Selected for funding based on 2016 Proposal |
| **Davis Chapel Christian Methodist Episcopal Church** | **Davis Chapel Community Impact** | **Yes** | *$ 30,000.00* | **$ 25,000.00** | $ 625.00 | $ 4,875.00 | $ 19,500.00 | Selected for funding based on 2016 Proposal |
| **Reach Fellowship** | **North Richmond Cleanup Project** | **Yes** | *$ 30,000.00* | **$ 25,000.00** | $ 625.00 | $ 4,875.00 | $ 19,500.00 | Selected for funding based on 2016 Proposal |
| **City of Richmond** | **Richmond Tool Lending Library** | **Yes** | *$ 29,943.00* | **$ 25,000.00** | $ 625.00 | $ 4,875.00 | $ 19,500.00 | Selected for funding based on 2016 Proposal |
| **Verde Eco-Stewards Voyage / West Contra Costa Public Education Fund** | **Community Working Together** | **Yes** | *$ 30,521.00* | **$ 25,000.00** | $ 625.00 | $ 4,875.00 | $ 19,500.00 | Selected for funding based on 2016 Proposal |

## *New Special Community Based Project Recommended for funding in 2017/2018*

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Urban Tilth** | **Clean Housing Authority Property in North Richmond** | **Yes** | *Not applicable* | **$ 23,089.34** | $ 3,000.00 | $ 4,017.87 | $ 16,071.47 | New proposed Project for 2017-18 |
| **Total Funding Requested/Allocated** | | | | **$ 143,089.34** | **$ 6,000.00** | **$ 27,417.87** | **$ 109,671.47** | |

[1] Costs to have 3rd party organization (CHDC) manage and oversee contracts with Organizations selected for funding is up to twenty (20) percent (%) of award amount after first taking out City/County Contracting cost for $3,000 for City/County to contract directly with CHDC to have CHDC administer non-profit contracts. Amounts not needed for contracting costs may be made available to pay implementing entities for additional CBP costs.

# Attachment 3 - Neighborhood Community Garden Projects (Strategy 12)

The NRMF Committee recommended and the City Council and County Board of Supervisors approved an allocation of $58,482.44 for Neighborhood Community Garden Projects. The Committee recommended allocation of this funding based on a Funding Request Proposal released on January 12, 2016 by Committee Staff and Proposals submitted by eligible non-profit organizations by February 2, 2016. The project selections and funding recommendations made by the Committee are shown in the below Table.

***Funding Allocations for Neighborhood Community Garden Projects in 2017/2018***

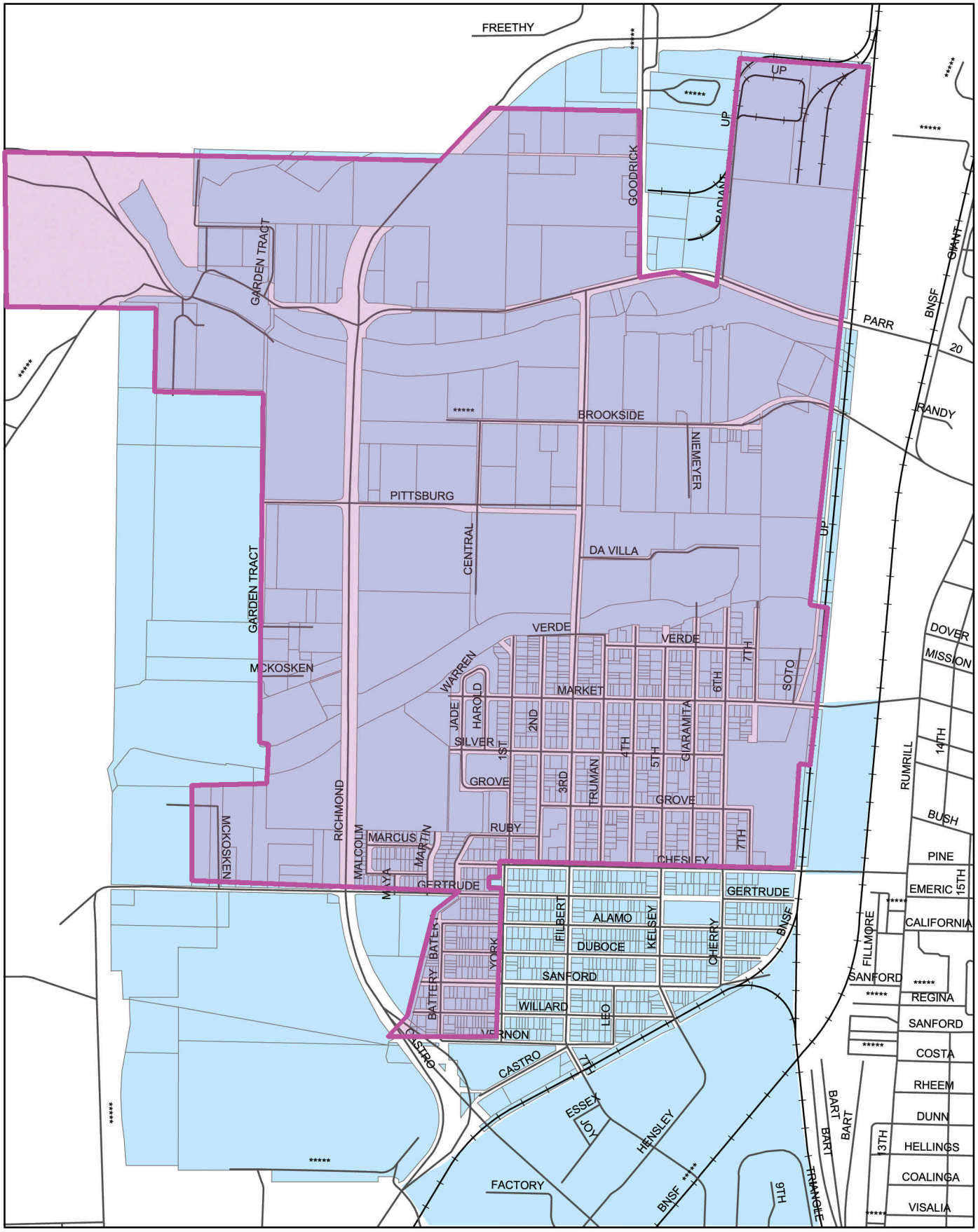
| Implementing Entity / *Fiscal Sponsor* *(if applicable)* | Project Title | Advance Payment Allowed? (Up to 10% of Implementer Award Amount) | Requested Amount | Total Award Amount | County Contracting Cost with CHDC[1] | CHDC Contracting Cost (20%) to Manage Non-Profits | Non-Profit Implementer Award Amount for Project | Notes |
|---|---|---|---|---|---|---|---|---|
| **Communities United Restoring Mother Earth (CURME) / Greater Richmond Interfaith Program** | **Lots of Crops** | **No** | $ 20,000.00 | **$ 15,095.24** | $ 774.35 | $ 2,864.18 | $ 11,456.71 | Selected organization(s) may be asked to submit scaled-back Scope of Work describing what element(s) of their selected project they are proposing to complete with the amount available. |
| **Urban Tilth** | **Cultivating Hope: Maintaining North Richmond Gardens** | **Yes** | $ 20,000.00 | **$ 15,095.24** | $ 774.35 | $ 2,864.18 | $ 11,456.71 | |
| **Neighborhood House of North Richmond** | **North Richmond Native Plant Communities Garden Project: Gardent Care Team** | **Yes** | $ 20,000.00 | **$ 13,101.48** | $ 672.07 | $ 2,485.88 | $ 9,943.53 | |
| **Davis Chapel** | **DCNET Community Garden** | **Yes** | $ 20,000.00 | **$ 10,095.24** | $ 517.86 | $ 1,915.48 | $ 7,661.90 | |
| **Contra Costa County Service Integration Team (SIT)** | **Contra Costa County Service Integration, Family Service Center, Build Men and Women** | **No** | $ 10,500.50 | **$ 5,095.24** | $ 261.37 | $ 966.77 | $ 3,867.09 | |
| **Total Funding Requested/Allocation Recommended** | | | **$ 90,500.50** | **$ 58,482.44** | **3,000.00** | **11,096.49** | **$ 44,385.95** | |

[1] Costs to have 3rd party organization (CHDC) manage and oversee contracts with Organizations selected for funding is up to twenty (20) percent (%) of award amount after first taking out City/County Contracting cost of $3,000 for City/County to contract directly with CHDC to have CHDC administer non-profit contracts.

# North Richmond Waste & Recovery Mitigation Fee Funding Area

Incorporated (City)

Unincorporated (County)

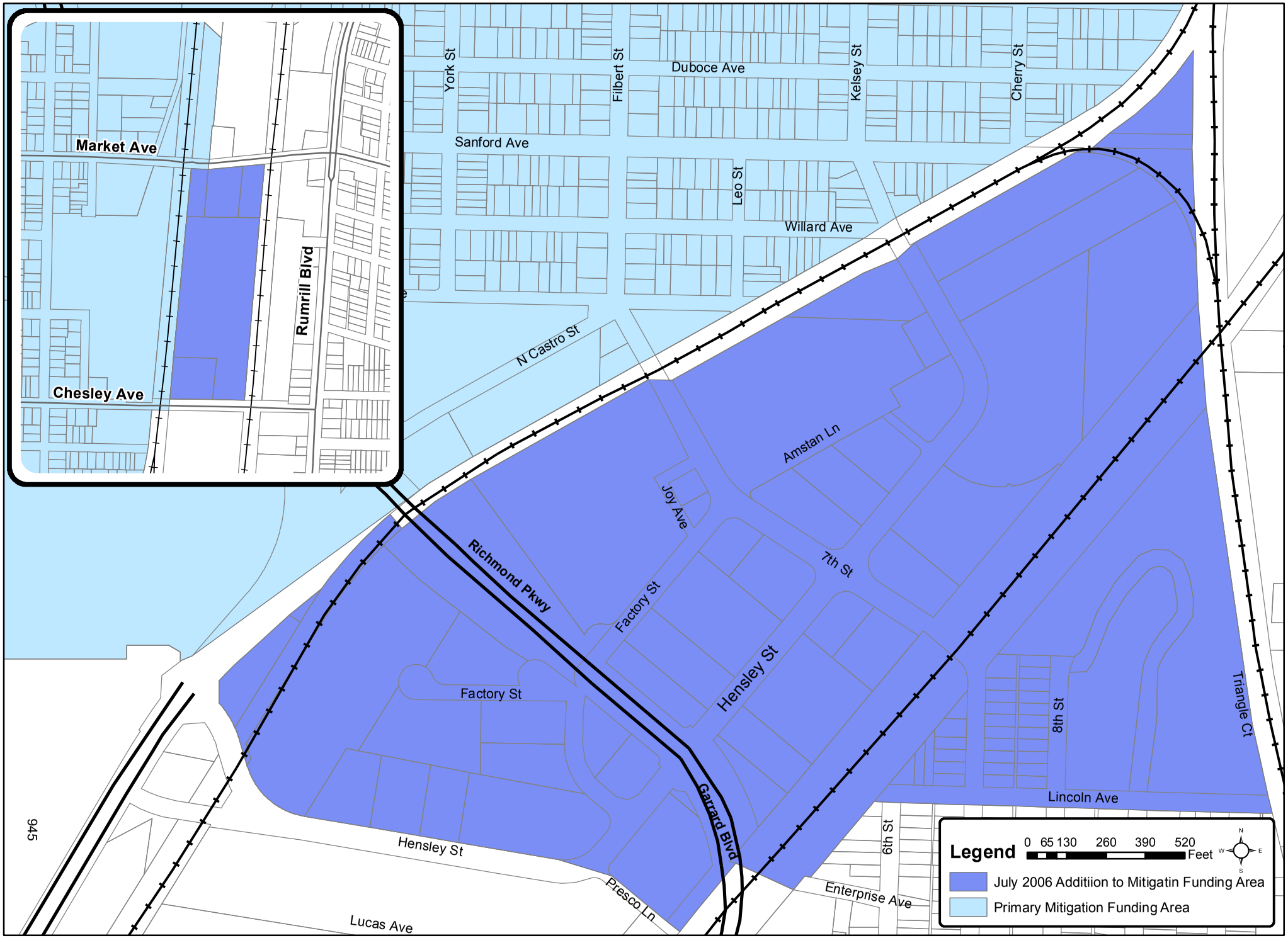



**Contra Costa County**
**Community Development Department**

*Southern boundary shown on back side*

**Map contains copyrighted information**
**Revised on 7/28/2006**

# Committee Approved Additions to Primary Mitigation Funding Area



Contra Costa County

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Date: December 11, 2018

Subject: Contra Costa County Board of Supervisor Resolution - Support for Three Grant Proposals to Res Propossals to Restore Marsh Creek

**RECOMMENDATION(S):**
ADOPT Resolution No. 2018/603 supporting grant proposals for the restoration of Marsh Creek.

**FISCAL IMPACT:**
No fiscal impact.

**BACKGROUND:**
American Rivers and the City of Oakley are seeking a resolution from the Contra Costa County Board of Supervisors to support three grant proposals for multi-benefit projects to restore floodplain and riparian habitat along Marsh Creek in the cities of Brentwood and Oakley, and improve water quality in Marsh Creek and the Sacramento-San Joaquin Delta.

The Marsh Creek watershed, located in eastern Contra Costa County, is uniquely situated between the Delta and Mt. Diablo, providing an important ecological corridor in a burgeoning urban area of the Delta. Marsh Creek flows 30 river miles from the eastern slope of Mt. Diablo through the communities of Brentwood and Oakley and into the Sacramento-San Joaquin Delta, the water supply for over 20 million people. Marsh Creek provides habitat for numerous sensitive aquatic species including Chinook salmon, red-legged frog, and western pond turtle.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Alicia Nuchols, 925-252-4500

By: , Deputy

**cc:**

BACKGROUND: (CONT'D)

Project Name: Marsh Creek Channel Restoration Project

**Lead Applicant: American Rivers**

**Funding Application: Sacramento-San Joaquin Delta Conservancy**

American Rivers and their partners propose a multi-benefit ecosystem restoration project to restore riparian and floodplain habitat on 3 acres of land along 775-linear feet of the Marsh Creek channel near downtown Brentwood, called the Marsh Creek Channel Restoration Project. American Rivers is seeking funding to develop 65% conceptual designs and permit a 3-acre multi-benefit ecosystem restoration project to convert the denuded flood control channel into a healthy stream corridor, and develop a long-term land management strategy for the project site.

The proposed project is just downstream from the Three Creeks Parkway Restoration Project, and would increase the current restored riparian area along Marsh Creek from 4,000 linear feet and 14.5 acres, to 4,775 linear feet and 17.5 acres in the heart of Brentwood.

**Project Name: Oakley Creekside Park Restoration Project**

**Lead Applicant: City of Oakley**

**Funding Application: Sacramento-San Joaquin Delta Conservancy**

The City of Oakley, in close partnership with American Rivers and other partners, propose a multi-benefit ecosystem restoration project to restore riparian and floodplain habitat on 2.4 acres of land along 705-linear feet of the Marsh Creek channel, called the Oakley Creekside Park Restoration Project. The City of Oakley is seeking funding to develop 65% conceptual designs and permit a 2.4-acre multi-benefit ecosystem restoration project to convert the denuded flood control channel into a healthy stream corridor, and develop a long-term land management strategy for the project site.

The proposed project is just upstream from a successful creek restoration project the City of Oakley implemented in 2012, and would increase the current restored riparian area along Marsh Creek from 850 linear feet and 3 acres, to 1,555 linear feet and 5.4 acres.

**Project Name: Three Creeks Parkway Restoration Project**

**Lead Applicant: American Rivers**

**Funding Application: Environmental Protection Agency San Francisco Bay Water Quality Improvement Fund**

American Rivers, in close partnership with the Contra Costa County Flood Control and Water Conservation District, are seeking additional funding for the Three Creeks Parkway Restoration Project, a multi-benefit restoration project to restore riparian and floodplain habitat along 4,000 linear feet of Marsh Creek in the heart of Brentwood, and improve water quality in Marsh Creek and in the Sacramento-San Joaquin Delta.

The project will expand the Marsh Creek channel to accommodate both flood conveyance and habitat, revegetate the site with native riparian and upland species, and integrate the restored creek with existing City of Brentwood parks and the East Bay Regional Park District's Marsh Creek Regional Trail. The site will also improve habitat for rearing salmon, which now access spawning habitat in Brentwood as a result of the fish ladder American Rivers and their partners built on the creek in 2011.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Resolution No. 2018/603

Background for Resolution

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/11/2018 by the following vote:

| | |
|---|---|
| AYE: | |
| NO: | |
| ABSENT: | |
| ABSTAIN: | |
| RECUSE: | |

# Resolution No. 2018/603

Supporting three grant proposals for multi-benefit projects to restore floodplain and riparian habitat along Marsh Creek in the cities of Brentwood and Oakley, and improve water quality in Marsh Creek and the Sacramento-San Joaquin Delta.

WHEREAS, The Marsh Creek Watershed, located in eastern Contra Costa County, is uniquely situated between the Delta and Mt. Diablo, providing an important ecological corridor in a burgeoning urban area of the Delta,

WHEREAS, Marsh Creek flows over 30 river miles from the eastern slope of Mt. Diablo through the communities of Brentwood and Oakley and into the Sacramento-San Joaquin Delta, the water supply for over 20 million people,

WHEREAS, Marsh Creek provides habitat for numerous sensitive aquatic species including Chinook salmon, red-legged frog, and western pond turtle,

WHEREAS, Marsh Creek Channel Restoration Project is proposed to restore riparian and floodplain habitat on 3 acres of land along 775-linear feet of the Marsh Creek channel near downtown Brentwood, this project would increase the current restored riparian area along Marsh Creek,

WHEREAS, Oakley Creekside Park Restoration Project is proposed to restore riparian and floodplain habitat on 2.4 acres of land along 705 - linear feet of Marsh Creek channel, this project would increase the current restored riparian area along Marsh Creek,

WHEREAS, Three Creeks Parkway Restoration Project is proposed to expand the Marsh Creek channel to accommodate both flood conveyance and habitat, revegetate the site with native riparian and upland species, and integrate the restored creek with existing City of Brentwood parks and East Bay Regional Park District's Marsh Creek Regional Trail along 4,000 linear feet of Marsh Creek

NOW, THEREFORE,BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby support the three grant proposals to restore Marsh Creek including: 1) The grant proposal from American Rivers to the Delta Conservancy for the Marsh Creek Channel Restoration Project, 2) The grant proposal from the City of Oakley to the Delta Conservancy for the Oakley Creekside Park Project, and 3) The grant proposal from American Rivers to the USEPA for the Three Creeks Parkway Restoration Project.

I hereby certify that this 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: Alicia Nuchols, 925-252-4500

ATTESTED: December 11, 2018

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

By: , Deputy

**cc:**

**Contra Costa County Board of Supervisors Resolution**
**Support for Three Grant Proposals to Restore Marsh Creek**
**December 11**

American Rivers and the City of Oakley are seeking a resolution from the Contra Costa County Board of Supervisors to support three grant proposals for multi-benefit projects to restore floodplain and riparian habitat along Marsh Creek in the cities of Brentwood and Oakley, and improve water quality in Marsh Creek and the Sacramento-San Joaquin Delta.

The Marsh Creek watershed, located in eastern Contra Costa County, is uniquely situated between the Delta and Mt. Diablo, providing an important ecological corridor in a burgeoning urban area of the Delta. Marsh Creek flows 30 river miles from the eastern slope of Mt. Diablo through the communities of Brentwood and Oakley and into the Sacramento-San Joaquin Delta, the water supply for over 20 million people. Marsh Creek provides habitat for numerous sensitive aquatic species including Chinook salmon, red-legged frog, and western pond turtle.

| | |
|---|---|
| **Project Name:** | **Marsh Creek Channel Restoration Project** |
| **Lead Applicant:** | **American Rivers** |
| **Funding Application:** | **Sacramento-San Joaquin Delta Conservancy** |

American Rivers and their partners propose a multi-benefit ecosystem restoration project to restore riparian and floodplain habitat on 3 acres of land along 775-linear feet of the Marsh Creek channel near downtown Brentwood, called the Marsh Creek Channel Restoration Project. American Rivers is seeking funding to develop 65% conceptual designs and permit a 3-acre multi-benefit ecosystem restoration project to convert the denuded flood control channel into a healthy stream corridor, and develop a long-term land management strategy for the project site.

The proposed project is just downstream from the Three Creeks Parkway Restoration Project, and would increase the current restored riparian area along Marsh Creek from 4,000 linear feet and 14.5 acres, to 4,775 linear feet and 17.5 acres in the heart of Brentwood.

| | |
|---|---|
| **Project Name:** | **Oakley Creekside Park Restoration Project** |
| **Lead Applicant:** | **City of Oakley** |
| **Funding Application:** | **Sacramento-San Joaquin Delta Conservancy** |

The City of Oakley, in close partnership with American Rivers and other partners, propose a multi-benefit ecosystem restoration project to restore riparian and floodplain habitat on 2.4 acres of land along 705-linear feet of the Marsh Creek channel, called the Oakley Creekside Park Restoration Project. The City of Oakley is seeking funding to develop 65% conceptual designs and permit a 2.4-acre multi-benefit ecosystem

restoration project to convert the denuded flood control channel into a healthy stream corridor, and develop a long-term land management strategy for the project site.

The proposed project is just upstream from a successful creek restoration project the City of Oakley implemented in 2012, and would increase the current restored riparian area along Marsh Creek from 850 linear feet and 3 acres, to 1,555 linear feet and 5.4 acres.

| | |
|---|---|
| **Project Name:** | **Three Creeks Parkway Restoration Project** |
| **Lead Applicant:** | **American Rivers** |
| **Funding Application:** | **Environmental Protection Agency San Francisco Bay Water Quality Improvement Fund** |

American Rivers, in close partnership with the Contra Costa County Flood Control and Water Conservation District, are seeking additional funding for the Three Creeks Parkway Restoration Project, a multi-benefit restoration project to restore riparian and floodplain habitat along 4,000 linear feet of Marsh Creek in the heart of Brentwood, and improve water quality in Marsh Creek and in the Sacramento-San Joaquin Delta.

The project will expand the Marsh Creek channel to accommodate both flood conveyance and habitat, revegetate the site with native riparian and upland species, and integrate the restored creek with existing City of Brentwood parks and the East Bay Regional Park District's Marsh Creek Regional Trail. The site will also improve habitat for rearing salmon, which now access spawning habitat in Brentwood as a result of the fish ladder American Rivers and their partners built on the creek in 2011.

Contra Costa County

To: Board of Supervisors

From: Melinda Cervantes, County Librarian

Date: December 11, 2018

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 $351,183 for book rental for the Contra Costa County Library, for the period January 1, 2019 through December 31, 2019.

**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

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Walt Beveridge
925-608-7730

**cc:**

BACKGROUND: (CONT'D)

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.

Contra Costa County

To: Board of Supervisors

From: Melinda Cervantes, County Librarian

Date: December 11, 2018

Subject: Contra Costa County Library Commission 2018 Annual Report and 2019 Work Plan

**RECOMMENDATION(S):**
ACCEPT the Contra Costa County Library Commission 2018 Annual Report and 2019 Work Plan, as recommended by the County Librarian.

**FISCAL IMPACT:**
Not applicable.

**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 on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year on the second Tuesday in December. The attached report fulfills this requirement for the Library Commission.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Walt Beveridge
925-608-7730

By: , Deputy

**cc:**

ATTACHMENTS

CCCLC 2018 Annual Report

## Library Commission 2018 Annual Report and 2019 Work Plan

Library Commission meets 3rd Thursday of alternating months
At Library Administration, 777 Arnold Drive, Suite 210, Martinez, CA 94553
2018: Brian Campbell-Miller, Chair; Peter Wilson, Vice Chair
Staff: Melinda Cervantes, County Librarian

**2018 ANNUAL REPORT, November 15, 2018**

1. Activities - Members of the Commission:

- Attended meetings of "Friends" and/or "Foundations" associated with their Libraries for the purpose of establishing communication pathways and supporting their activities (in some cases Commission members are also members and frequently officers in their respective support groups).
- Worked with support groups to expand services at local Libraries (e.g. El Cerrito City Council funding Wednesday hours).
- Visited other county libraries as well as some outside the county (e.g. San Francisco, Millbrae, Redwood City) and the country (e.g. Iceland, Zanzibar) for inspiration regarding programs/services and facilities.
- Contacted local city, town, state and national political representatives and to civic organizations (e.g. chambers, services clubs) on behalf of the libraries, their services, programs and needs.
- Participated in the 2nd Annual CCCL Friends, Foundations and Commission Forum held at the new San Pablo Library to encourage collaboration between community library friends and foundation groups and interchange with commissioners.
- Represented the Commission at civic events (e.g. quarterly Mayor's Meetings, monthly Mayor's Conferences).
- Encouraged a successful "YES" vote on Orinda Measure J.
- Participated in the opening of the Brentwood Library, the Antioch Library 50th anniversary celebration, and in the planning process for the new Pleasant Hill Library.

2. Accomplishments - Members of the Commission:

- Assisted with planning and carrying out programs designed to celebrate individual Library accomplishments (e.g. El Cerrito "First Wednesday" celebration).
- Developed conceptual framework, work plan and community briefing for a proposed Contra Costa County Library Foundation and reached out to existing "Friends" and "Foundation" leadership as well as political leaders for consultation and feedback purposes prior to finalizing it.
- Advocated for State and Federal funding for libraries through letters, phone calls and personal contact.
- Received approval for Board of Supervisor support for state literacy funding as well as IMLS and the Innovative Grants to Literacy Program, reached out to Senators and Assembly members to support augmentation for lunch at the library and the Braille library.
- Finalized and received BOS approval for the revised Commission By-Laws.

## Library Commission 2018 Annual Report and 2019 Work Plan

Library Commission meets 3rd Thursday of alternating months
At Library Administration, 777 Arnold Drive, Suite 210, Martinez, CA 94553
2018: Brian Campbell-Miller, Chair; Peter Wilson, Vice Chair
Staff: Melinda Cervantes, County Librarian

**2019 ANNUAL WORK PLAN, November 15, 2018**

Goal 1: Advocate for both public and private library funding required to meet assessed county needs.
Objective 1: Increase Legislative outreach, both at the state and federal levels, for funding necessary to sustain and enhance the libraries.
Objective 2: Have the Commission take a more active role in the ALA and CLA lobbying efforts.
Objective 3: Support the creation of a unified private fund raising approach for funding of countywide and local community library needs and to meet service standards and objectives of the Library's strategic plan.

Goal 2: Identify ways to ensure stable and adequate funding for county libraries.
Objective 1: Encourage collaboration between community library friends and foundations groups an interchange with commissioners through the re-established "Friends Council" and the annual forum.
Objective 2: Meet with elected officials in an effort to identify additional funding sources.
Objective 3: Explore ways of ensuring stable and adequate public funding for the county library.

Goal 3: Provide links between the community and the Contra Costa County Library
Objective 1: Develop community and city/town support for all libraries.
Objective 2: Conduct more meetings of the Commission at community libraries.
Objective 3: Provide regular reports to appointing authorities (e.g. Supervisors and City/Town Councils) to keep them informed about Commission activities/accomplishments and Library programs, services and needs.
Objective 4: Participate in public events and activities of community libraries.
Objective 5: Reach out to organizations in the County (e.g. First 5, County Schools, PTAs) with common interests in literacy for the purpose of building supporting networks and programs.

Goal 4: Provide a forum for the public to express views regarding Contra Costa County Library
Objective 1: Encourage the development of a portion of the County Library website for use by each commissioner to interact with the community on various issues to bring the library more into the residents' lives.
Objective 2: Find ways to solicit community feedback at public forums (e.g. hold "open mike" sessions in various county locations to permit the public to provide suggestions and air concerns involving the library).

## Attachment 1: Attendance/Representation, Training/Certification

# Library Commission Attendance: January 2018 – December 2018

| Library Commission Attendance January 2018 – December 2018 | | Total | Total | Total | Total | signed BROWN ACT & Ethics Orientation video viewing certification |
|---|---|---|---|---|---|---|
| **COMMISSIONERS** | **REPRESENTING** | **Meetings** | **Absent** | **Present** | **Excused** | **Received** |
| **Huh, John M., Ph.D.** | City of Antioch | 5 | 0 | **5** | 0 | x |
| **Vacant** | City of Antioch (Alternate) | | | | | |
| **Faye, Vivian** | City of Brentwood | 5 | 0 | **4** | **1** | x |
| **Vacant** | City of Brentwood (Alternate) | | | | | |
| **Vacant** | City of Clayton | | | | | |
| **Vacant** | City of Clayton (Alternate) | | | | | |
| **Smith, Tommy** | City of Concord | 5 | 0 | **3** | 2 | x |
| **Vacant** | City of Concord (Alternate) | | | | | |
| **Menichelli, Sandra** | Town of Danville | 5 | 0 | **3** | 2 | x |
| **Vacant** | Town of Danville (Alternate) | | | | | |
| **Fischer, Michael** | City of El Cerrito | 5 | 0 | **5** | 0 | x |
| **J. Barry Koops** | City of El Cerrito (Alternate) | 4 | 1 | **2** | 1 | x |
| **Campbell-Miller, Brian** | City of Hercules | 5 | 0 | **5** | 0 | x |
| | City of Hercules (Alternate) | | | | | |
| **Hoisington, Mary Ann** | City of Lafayette | 5 | 0 | **4** | 1 | x |
| **Laurie Phillips** | City of Lafayette (Alternate) | 5 | 4 | **0** | 1 | x |
| **Vacant** | City of Martinez | | | | | |
| **Vacant** | City of Martinez (Alternate) | | | | | |
| **Wernet, Patty** | Town of Moraga | 5 | 0 | **1** | 4 | x |
| **Janette Maher** | Town of Moraga (Alternate) | 3 | 1 | **2** | 0 | x |
| **Peña-Mendrek, Yolanda** | City of Oakley | 5 | 0 | **3** | 2 | x |
| **Fitzpatrick, Arnold** | City of Oakley (Alternate) | 5 | 0 | **4** | 1 | x |
| **Kelly, Juan** | City of Orinda | 5 | 0 | **4** | 1 | x |
| **Conescu, Jeremy** | City of Orinda (Alternate) | 5 | 5 | **0** | 0 | x |
| **Pursley, George** | City of Pinole | 5 | 0 | **3** | 2 | x |
| **Vacant** | City of Pinole (Alternate) | | | | | |
| **Canciamilla, Laura** | City of Pittsburg | 4 | 2 | **1** | 1 | |
| **Herrick, Leanne** | City of Pittsburg (Alternate) | 4 | 4 | **0** | 0 | |
| **Bracken, Katherine** | City of Pleasant Hill | 5 | 0 | **4** | 1 | x |
| **James Ford** | City of Pleasant Hill (Alternate) | 1 | 0 | **0** | 1 | x |
| **Vacant** | City of San Pablo | | | | | |
| **Vacant** | City of San Pablo (Alternate) | | | | | |
| **Kathy Gilcrest** | City of San Ramon | 5 | 0 | **4** | 1 | x |
| **Vacant** | City of San Ramon (Alternate) | | | | | |
| **LaLanne, Yvonne** | City of Walnut Creek | 5 | 0 | **5** | 0 | x |
| **Molinelli, Jasun** | City of Walnut Creek (Alternate) | 4 | 2 | **2** | 0 | x |
| **Woodrow, Don** | District 1 | 5 | 0 | **3** | 2 | x |
| **Vacant** | District 1 (Alternate) | | | | | |
| **Chong, William** | District 2 | 2 | 0 | **2** | 0 | x |
| **Knoll, Carolyn** | District 2 (Alternate) | 2 | 0 | **2** | 0 | x |
| **McCormick, Don** | District 3 | 5 | 0 | **5** | 0 | x |
| **Crowder, John (Ret'd June '18)** | District 3 (Alternate) | 3 | 0 | **3** | 0 | x |
| **Smith, Alan B.** | District 4 | 5 | 0 | **5** | 0 | x |
| **St. Pierre, Deborah** | District 4 (Alternate) | 3 | 2 | **1** | 0 | x |
| **Wilson, Peter** | District 5 | 5 | 0 | **5** | 0 | x |
| **Vacant** | District 5 (Alternate) | | | | | |
| **Sakata, Karen** | Office of Education | 5 | 3 | **1** | 1 | x |
| **Valdez , Margie** | Contra Costa Central Labor Council | 5 | 1 | **3** | 1 | x |
| **Vacant** | Contra Costa Council | | | | | |
| **Vacant** | Friends Council | | | | | |
| **Rich Robison** | Contra Costa Community College District | 3 | 0 | **1** | 2 | x |

Contra Costa County

To: Board of Supervisors

From: Anna Roth, Health Services Director

Date: December 11, 2018

Subject: Unpaid Student Training Agreement #26-387-2 with Regents of the University of California on behalf of its University of California, San Diego Extensio

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-387-2, the Unpaid Student Training Agreement with Regents of the University of California on behalf of its University of California, San Diego Extension - Healthcare, an educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center and Contra Costa Health Centers for lactation consultant students for the period from December 1, 2018 through November 30, 2020.

**FISCAL IMPACT:**

This is a non-financial agreement.

**BACKGROUND:**

The purpose of this agreement is to provide Regents of the University of California on behalf of its University of California, San Diego Extension - Healthcare lactation consultant students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefiting

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Jaspreet Benepal, 925-370-5101

**cc:** D Morgan, M Wilhelm

BACKGROUND: (CONT'D)
from the students' services to patients.

Under Unpaid Student Training Agreement #26-387-2 the Regents of the University of California on behalf of its University of California, San Diego Extension - Healthcare students will receive supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers through November 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, the students will not receive supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers.

Contra Costa County

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Date: December 11, 2018

Subject: Receive and Accept the 2018 Annual Report of the Alamo Municipal Advisory Council (MAC) as recommended by Supervisor Andersen

**RECOMMENDATION(S):**
Receive and Accept the 2018 Annual Report of the Alamo Municipal Advisory Council (MAC) as recommended by Supervisor Andersen.

**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.

**CONSEQUENCE OF NEGATIVE ACTION:**
Alamo Municipal Advisory Council would not be in compliance with Resolution 2002/377.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Jennifer Quallick (925) 957-8860

**cc:**

ATTACHMENTS

2018 Alamo MAC Annual Report

## Contra Costa County

# 2018 Annual Board Report – Alamo Municipal Advisory Council

**Advisory Body Name:** Alamo Municipal Advisory Council

**Meeting time/location:** 1st Tuesday of the month, 6 p.m. Alamo Women's Club, 1401 Danville Boulevard, Alamo, CA (Alternate Location: Hap Magee Ranch Park, 1025 La Gonda, Danville, CA)

**Chair:** Susan Rock

**Vice Chair**: Aron DeFerrari

**Members:** David Barclay, Sanjiv Bhandari, Steve Mick, Clark Johnson, Anne Struthers, Jennifer Carter, Kate Salisbury (Youth Member)

**Subcommittees:**

Parks and Recreation – Susan Rock, Steve Mick, David Barclay and Anne Struthers

AOB Subcommittee for Downtown – David Barclay, Susan Rock and Anne Struthers

AOB Subcommittee for Schools –Susan Rock, Steve Mick, Jennifer Carter

Land Use – Aron DeFerrari, David Barclay and Sanjiv Bhandari

Alamo Police Services Advisory Committee – Clark Johnson

Hap Magee Dog Park – Clark Johnson

**Staff Support:** Jennifer Quallick

**Budget:** $3,000/year. The entire $3k budget is used for meeting location rental space at Alamo Women's Club.

**Activities and Accomplishments for 2018**

- Reviewed and provided recommendations for 16 land use applications in Alamo.
    - Provide forum for public comment
    - Members Barclay, DeFerrari and Bhandari conducted field reviews
- Reviewed and provided recommendations regarding proposed budgets for CSA R-7A, and Landscape and Lighting Zones 36, 45, and 54.
- Reviewed and provided recommendations on the capital improvements for the new playground features at Hap Magee Ranch park jointly owned and operated by the County and the Town of Danville.

- Provided oversight and recommendations regarding CSA R-7A recreational programming (4 concerts in the park, and 2 movie nights).
- Continuing design and communication with Public Works on the roundabout traffic structure are ongoing. This project is fully funded at this time. Design phase has begun and construction is anticipated to begin in 2019.
- Continuing to work closely with the Alamo Improvement Association on land use development reviews and to consider their valuable input.
- Alamo MAC continues to provided a forum for community concerns regarding school traffic and safety concerns.

**Work Plan and Objectives for 2019**

- Continue working with Public Works in the design and implementation of the downtown roundabout. Significant community and local business communication is anticipated in 2019.
- Work with the Alamo Police Services Advisory Committee (APSAC), as needed. The MAC was supportive of the ALPR camera system installed to enhance community safety and the implementation of StarChase pursuit technology.
- Continue to provide Alamo-based recreation programming in the form of movie nights at Livorna Park and the Summer Concert Series at Livorna Park.
- Continue to support grass roots Alamo organization events such as the Alamo Community Foundation's Tree Lighting Ceremony.
- Evaluate and develop recommendations for land-use applications that come before the MAC to ensure compliance with code requirements, to ensure consistency with the community of Alamo, and to listen to public concerns and opinions on such matters.

**Attendance**

- January – Salisbury absent
- February – All Members present
- March – DeFerrari, Bhandari, Mick and Johnson absent
- April – Carter absent
- May – Johnson absent
- June – DeFerrari, Barclay, Bhandari, Johnson and Salisbury absent
- July – Summer recess; no meeting
- August – Bhandari abssent
- September – All Members present
- October – Bhandari absent
- November –
- December –

**Meeting Summary**

- 11 Regular MAC Meetings and 1 Downtown Subcommittee Meeting

Contra Costa County

To: Board of Supervisors

From: Joseph E. Canciamilla, Clerk-Recorder

Date: December 11, 2018

Subject: DECLARE Candidates "Appointed in Lieu of Election" or "Appointed"

**RECOMMENDATION(S):**
DECLARE the candidates listed on the attached reports , "Appointed in Lieu of Election" or "Appointed" at the November 6, 2018 General Election.

**FISCAL IMPACT:**
None

**BACKGROUND:**
Elections Code section 10515 requires that candidates who filed for an office for which the number of candidates is equal to or less than the number required to be elected, be "Appointed in Lieu of Election" by the Board of Supervisors as if they were elected. When there are insufficient number of candidates to fill the number of vacancies for the election, districts recommend candidates to be "Appointed" by the Board to fill those vacancies.

**CONSEQUENCE OF NEGATIVE ACTION:**
These candidates will not be sworn in as provided by law.

**CHILDREN'S IMPACT STATEMENT:**
None

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Rosa Mena, 925.335.7806

By: , Deputy

**cc:**

ATTACHMENTS

District
Recommendations
Appointments in Lieu

RECOMMENDATIONS BY DISTRICTS FOR INSUFFICIENT NOMINEES

If by 5:00 pm on the 83rd day before the election, there are fewer candidates than vacancies, it is necessary to request recommendations from the district. The districts below provided the following names:

**JOHN SWETT UNIFIED SCHOOL DISTRICT**
Jerrold Parsons

**LOS MEDANOS COMMUNITY HEALTHCARE DISTRICT**
SHORT TERM
Candidate receiving the lowest count votes.

**RODEO SANITARY DISTRICT**
Maureen Brennan

# Winning Candidates By Contest

## General Election - 11/6/2018

**All Contests**
**Appointed Winners Only**
**All Parties**

| | Winning Candidate | Party | Election Result | Email Address |
|---|---|---|---|---|
| **3201** | **CCCollege1** | | | |
| | **JOHN E. MARQUEZ** | | **Appointed Winner** | johnemarquez@aol.com |
| **3311** | **JohnSwettSchBd** | | | |
| | **DEBORAH ANNE BRANDON** | | **Appointed Winner** | dbrandon@jsusd.org |
| **3325** | **MartinezUSD, Area 5** | | | |
| | **ROBERTA (BOBBI) HORACK** | | **Appointed Winner** | horackb@comcast.cet |
| **3331** | **MtDiabloSchBd** | | | |
| | **LINDA MAYO** | | **Appointed Winner** | mayo4mdusd@aol.com |
| | **DEBRA MASON** | | **Appointed Winner** | duma36@aol.com |
| | **CHERISE KHAUND** | | **Appointed Winner** | cherise4mdusd@gmail.com |
| **3341** | **PittsburgSchBd** | | | |
| | **JOSEPH ARENIVAR** | | **Appointed Winner** | camsamdani@outlook.com |
| | **DE'SHAWN WOOLRIDGE** | | **Appointed Winner** | dwoolridgetc03@gmail.com |
| | **DUANE SMITH** | | **Appointed Winner** | Duanesmith4pusd@gmail.com |
| **3351** | **SanRamonVlySchBd** | | | |
| | **KEN MINTZ** | | **Appointed Winner** | kmintz@pacbell.net |
| | **SUSANNA WONG ORDWAY** | | **Appointed Winner** | susannaordway@gmail.com |
| | **RACHEL HURD** | | **Appointed Winner** | rmshurd@sbcglobal.net |
| **3402** | **AcalanesUnionHgSchBd Short Term** | | | |
| | **KRISTIN CONNELLY** | | **Appointed Winner** | kbraunconnelly@gmail.com |
| **3511** | **BvronUnionSchBd** | | | |
| | **EVA M. PAHL** | | **Appointed Winner** | gr8bty@yahoo.com |
| | **JOSHUA MCMURRAY** | | **Appointed Winner** | joshuamcmurray@sbcglobal.net |
| | **MELISSA ORTIZ** | | **Appointed Winner** | mortizgray@gmail.com |
| **3521** | **CanyonElementarySchBd** | | | |
| | **DAVID JAMES SMITH** | | **Appointed Winner** | dsmith@stmarys-ca.edu |
| | **L. ESPERANZA SURLS** | | **Appointed Winner** | esperanza_surls@yahoo.com |
| | **PEGGY LYNCH** | | **Appointed Winner** | plynch6@mac.com |
| **3531** | **KnightsenElemSchBd** | | | |
| | **LIESEL WILLIAMS** | | **Appointed Winner** | orangetreetqueen@comcast.net |
| | **ROBIN D. PASTOR** | | **Appointed Winner** | |
| **3541** | **LafayetteSchBd** | | | |
| | **ROB STURM** | | **Appointed Winner** | c_robert_sturm@hotmail.com |
| | **KENNY TUCKERMAN** | | **Appointed Winner** | k.tuckerman@comcast..net |
| | **JEAN E.M. FOLLMER** | | **Appointed Winner** | jeanfoller@yahoo.com |
| **3542** | **LafayetteSchBd Short Term** | | | |
| | **SUZY PAK** | | **Appointed Winner** | suzypak@gmail.com |
| **3551** | **MoragaSchBd** | | | |
| | **JOHN GIORDANI** | | **Appointed Winner** | |

| | Winning Candidate | Party | Election Result | Email Address |
|---|---|---|---|---|
| **3551** | **MoragaSchBd** | | | |
| | **JONATHAN NICKENS** | | **Appointed Winner** | jon.nickens@gmail.com |
| | **HEATHER R. DAVIS** | | **Appointed Winner** | granhdavis@gmail.com |
| **3561** | **OakleyUnionElemSchBd** | | | |
| | **MARK JORDAN** | | **Appointed Winner** | markjordan2112@gmail.com |
| | **KIM J. BEEDE** | | **Appointed Winner** | kjbeede@aol.com |
| | **ERICA IPPOLITO** | | **Appointed Winner** | ericaippolito@comcast.net |
| **3571** | **OrindaUnionSchBd** | | | |
| | **CAROL A. BROWN** | | **Appointed Winner** | cbmicahmom@gmail.com |
| | **ELIZABETH DAOUST** | | **Appointed Winner** | liz.daoust@gmail.com |
| | **JASON D. KAUNE** | | **Appointed Winner** | jasonkaune@gmail.com |
| **3586** | **WalnutCreekSchBd** | | | |
| | **AIMEE MOSS** | | **Appointed Winner** | aimeemoss14@gmail.com |
| | **HEIDI HERNANDEZ GATTY** | | **Appointed Winner** | gattygirl@gmail.com |
| **7061** | **East CoCo Fire Protect** | | | |
| | **BRIAN J. OFTEDAL** | | **Appointed Winner** | |
| | **JOE YOUNG** | | **Appointed Winner** | joeyoung@ourfireboard.org |
| | **STEPHEN F. SMITH** | | **Appointed Winner** | |
| | **CARRIE J. NASH** | | **Appointed Winner** | carrienash.ca@gmail.com |
| | **ADAM LANGRO** | | **Appointed Winner** | adamlangro@att.net |
| **7146** | **SanRamonVlyFireProt** | | | |
| | **DONALD PARKER** | | **Appointed Winner** | donald-parker@sbcglobal.net |
| | **RYAN T CREAN** | | **Appointed Winner** | ryancrean@icloud.com |
| **7147** | **SanRamonVlyFireProt Short Term** | | | |
| | **DOMINIQUE ANNE YANCEY** | | **Appointed Winner** | dan.yancey@comcast.net |
| **7406** | **EastBayMUD2** | | | |
| | **JOHN A COLEMAN** | | **Appointed Winner** | coleman@ebmud.com |
| **7411** | **EastBayMUD3** | | | |
| | **MARGUERITE YOUNG** | | **Appointed Winner** | |
| **7416** | **EastBayMUD4** | | | |
| | **ANDY KATZ** | | **Appointed Winner** | |
| **7501** | **AmbroseRecPark** | | | |
| | **MAE CENDANA TORLAKSON** | | **Appointed Winner** | maetorlaksongmail.com |
| | **TRINA HUDSON** | | **Appointed Winner** | baypointparks@yahoo.com |
| | **LUPE LOPEZ GARCIA** | | **Appointed Winner** | lupelove@comcast.net |
| **7521** | **EastBayRegPark6** | | | |
| | **BEVERLY LANE** | | **Appointed Winner** | beverlywlane@gmail.com |
| **7526** | **EastBayRegPark7** | | | |
| | **COLIN COFFEY** | | **Appointed Winner** | colincoffey@comcast.net |
| **7531** | **GreenVlyRecPark** | | | |
| | **RYAN LANGDON** | | **Appointed Winner** | ryan langdon@gmail.com |
| | **JILL MARIE WATSON** | | **Appointed Winner** | teacherjill@gmail.com |
| | **DAVID WATSON** | | **Appointed Winner** | davidwatson925@gmail.com |
| **7541** | **PleasantHillRecPark** | | | |
| | **BOBBY GLOVER** | | **Appointed Winner** | bobbyglover@hotmail.com |

| | Winning Candidate | Party | Election Result | Email Address |
|---|---|---|---|---|
| **7541** | **PleasantHillRecPark** | | | |
| | **SANDRA BONATO** | | **Appointed Winner** | smbonato@aol.com |
| | **ZAC SHESS** | | **Appointed Winner** | zshess@pleasanthillrec.com |
| **7601** | **ByronSanitary** | | | |
| | **DANIEL KELLEY** | | **Appointed Winner** | kdaniel14@hotmail.com |
| | **DANNY A. HAMBY** | | **Appointed Winner** | dansalham@comcast.net |
| **7621** | **IronhouseSanitary** | | | |
| | **SUSAN MORGAN** | | **Appointed Winner** | smorgan@equilytics.com |
| | **CHRIS LAURITZEN** | | **Appointed Winner** | calauritzen@gmail.com |
| **7631** | **MtViewSanitary** | | | |
| | **STANLEY R. CALDWELL** | | **Appointed Winner** | |
| | **GREGORY PYKA** | | **Appointed Winner** | gpyka@att.net |
| **7641** | **RodeoSanitary** | | | |
| | **ANGELA NOBLE** | | **Appointed Winner** | noblea@rodeosan.org |
| **7811** | **ByronBethanyIrr3** | | | |
| | **TIMOTHY R. MAGGIORE** | | **Appointed Winner** | trmmaga@yahoo.com |
| **7826** | **CastleRockCountyWater** | | | |
| | **EDGAR H. GRUBB** | | **Appointed Winner** | edgrubb@earthlink.net |
| | **RICHARD HOAG** | | **Appointed Winner** | rich@richardhoag.com |
| **7836** | **CCWater1** | | | |
| | **LISA M. BORBA** | | **Appointed Winner** | Lborbawater@yahoo.com |
| **7841** | **CCWater2** | | | |
| | **JOHN A. BURGH** | | **Appointed Winner** | studie23@comcast.net |
| **7871** | **EastCCIrr1** | | | |
| | **MICHAEL G. CASEY** | | **Appointed Winner** | |
| **7886** | **EastCCIrr4** | | | |
| | **KENNETH W. SMITH** | | **Appointed Winner** | |

**Total Winning Candidates: 72**

Contra Costa County

To: Board of Supervisors

From: FAMILY & HUMAN SERVICES COMMITTEE

Date: December 11, 2018

Subject: Behavioral Health Services Cumulative Evaluation Report on Contra Costa's Assisted Outpatient Treatment Program

**RECOMMENDATION(S):**

1. ACCEPT the cumulative evaluation report from the Health Services Department on the implementation of Laura's Law – Assisted Outpatient Treatment (AOT) program during the period February 2016 through June 2018, and

2. APPROVE and AUTHORIZE the extension of the program beyond the previously authorized three-year pilot period as part of Contra Costa Behavioral Health Services' ongoing service delivery for persons experiencing serious mental illness.

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☑ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

By: , Deputy

Contact: Warren Hayes (925) 957-2616

**cc:**

FISCAL IMPACT:

| Agency | Actual expenditures for FY 17/18: | Funding Source: |
|---|---|---|
| CCBHS | $1,812,919 | Mental Health Services Act |
| County Counsel | 32,379 | County General Fund |
| Public Defender | 56,250 | County General Fund |
| Superior Court | 2,585 | County General Fund |
| | $1,904,133 | |

Funds are budgeted for the CCBHS portion of the AOT Program for the balance of FY 2018/19, and MHSA revenue is expected to sustain the CCBHS portion of the program costs for the fiscal years 2020-23. The County had provided a one-time start-up allocation to the Superior Court; however, ongoing costs of the Superior Court will be borne by the Court.

BACKGROUND:
The Assisted Outpatient Treatment Demonstration Project Act (AB 1421), known as Laura's Law, was signed into California law in 2002 and was authorized until January 1, 2017. Laura's Law is named after a 19 year-old woman who worked at a Nevada County mental health clinic. She was one of three individuals who died after a shooting by a psychotic individual who had not engaged in treatment.

AB 1421 allows court-ordered intensive outpatient treatment called Assisted Outpatient Treatment (AOT) for a clearly defined set of individuals that must meet specific criteria. AB 1421 also specifies which individuals may request the County Mental Health Director to file a petition with the superior court for a hearing to determine if a person should be court-ordered to receive the services specified under the law. The County Mental Health Director or his licensed designee is required to perform a clinical investigation and, if the request is confirmed, file a petition to the court for AOT.

If the court finds that the individual meets the statutory criteria, the recipient will be provided intensive community treatment services and supervision by a multidisciplinary team of mental health professionals with staff-to-client rations of not more that 1 to 10. Treatment is to be client-directed and employ psychosocial rehabilitation and recovery principles. The law specifies various rights of the recipient as well as due process hearing rights.

If a person refuses treatment under AOT, treatment cannot be forced. The court orders a meeting with the treatment team to gain cooperation and can authorize a 72-hour hospitalization to gain cooperation. A Laura's Law petition does not allow for involuntary medication.
AB 1421 requires that a county Board of Supervisors adopt Laura's Law by resolution to authorize the legislation within that county. AB 1421 also requires the Board of Supervisors to make a finding that no voluntary mental health program serving adults or children would be reduced as a result of implementation.

At its June 3, 2013 meeting, the Legislation Committee requested that this matter be referred to the Family and Human Services Committee (FHS) for consideration of whether to develop a program in the Behavioral Health Division of the Health Services Department that would implement assisted outpatient treatment options here in Contra Costa County. On July 9, 2013, the Board of Supervisors referred the matter to FHS for consideration. FHS received reports on the implementation of Laura's Law on October 16, 2013 and March 10, 2014, and on February 3, 2015, the Board of Supervisors adopted Resolution

No. 2015/9 to direct the implementation of Assisted Outpatient Treatment (Laura's Law) for a three-year period and directed the Health Services Department (HSD) to develop a program design with stakeholder participation. The Board further authorized the Health Services Director to execute a contract with Resource Development Associates, Inc. to provide consultation and technical assistance with regard to the evaluation of the County's Assisted Outpatient Treatment (AOT) Program for persons with serious mental illness who demonstrate resistance to voluntarily participating in behavioral health treatment.

In February 2016, Laura's Law was implemented and the Department provided FHS with status reports on September 12 and December 12, 2016, and May 22 and September 25, 2017, at which FHS received and discussed the AOT Program reports for fiscal year 2016-17 as provided by the Health Service Department and Resource Development Associates. Contra Costa Behavioral Health Services was directed to coordinate with the Health, Housing and Homeless Services Division and develop a plan to maximize enrollment in Assertive Community Treatment (ACT) of persons who are eligible for the AOT Program and are homeless or at risk of homelessness. Mental Health Systems is the contract agency providing Assertive Community Treatment to fidelity.

On October 17, 2017 the Board of Supervisors accepted the Plan for Maximum Enrollment of Persons Eligible for the AOT Program, as well as the July, 2016 through June 30, 2017 evaluation report from Resource Development Associates.

Behavioral Health Services has implemented the aforementioned plan, and the program currently reports 70 individuals enrolled in Assertive Community Treatment (ACT) (target maximum enrollment = 75), with an additional 16 persons deemed eligible and receiving outreach and engagement services prior to enrollment for treatment. AOT Program staff now meet regularly with Health, Housing and Homeless Services Division staff to maximize coordination and enrollment for persons who meet AOT eligibility and are homeless. Mental Health Systems, the ACT provider, now has 20 housing units via master leasing arrangements in order to house enrollees in shared and scattered site housing units.

On November 2, 2018 Resource Development Associates presented their Cumulative Evaluation Report to the Assisted Outpatient Treatment Workgroup and interested stakeholders for discussion and input regarding recommendations and next steps. Program improvements enacted to date were identified, as well as areas for consideration in the coming months. The Family and Human Services Committee, on December 3, 2018, received and accepted the Evaluation Report along with significant public dialogue generally supportive of the program, and recommends that the AOT Program be established as a permanent and ongoing County program.

## ATTACHMENTS

Laura's Law AOT Evaluation Report Findings (9 pages)

Laura's Law AOT Evaluation Report (80 pages)

# CONTRA COSTA COUNTY ASSISTED OUTPATIENT TREATMENT

## *CUMULATIVE EVALUATION REPORT FINDINGS*

December 2018

Resource Development Associates

## AOT Timeline



| February 5, 2015 | February 1, 2016 | February 5, 2016 | March 4, 2016 | June 30, 2018 |
|---|---|---|---|---|
| • Contra Costa Board of Supervisors authorized Assisted Outpatient Treatment. | • CCBHS began accepting AOT referrals.<br>• CCBHS received its first referral and conducted its first investigation. | • MHS outreaches to the first eligible individual. | • MHS enrolls the first ACT consumer. | • Since AOT implementation, CCBHS has received 475 referrals and MHS has enrolled 70 consumers |

# Research Questions & Evaluation Period

3

**Evaluation Period: February 2016 – June 2018**

| Question 1 | Question 2 | Question 3 |
|---|---|---|
| • What are the outcomes for people who participate in ACT and AOT, including the DHCS required outcomes? How faithful are ACT services to the ACT model? | • What are the differences in demographics, service patterns, and outcomes between those who agree to participate in ACT services voluntarily and those who participate with an AOT court order or voluntary settlement agreement? | • What are the differences in demographics, service utilization, and outcomes between those who engage in existing FSP services and those who receive ACT services? |

# Data and Limitations

4

**Data Provided**

- CCBHS
  - Referral and investigation information
  - Service utilization data for all specialty mental health services provided or paid for by CCBHS
- MHS
  - Outreach and engagement contacts
  - Clinical assessments/outcomes
  - FSP assessments (PAF and KET)
  - ACT consumer and family focus groups (from previous ACT fidelity assessment)
- Sheriff's Office
  - Bookings and booking reasons
- Cost Data from CCBHS, County Counsel, MHS, Public Defender's Office, and Superior Court

**Limitations**

- Only 16 consumers have participated in AOT Treatment with court involvement
  - RDA aggregated some outcomes to maintain confidentiality
  - Proportions, averages, and rates shift dramatically based on experiences of relatively few individuals
- Time period prior to enrollment longer than during/after enrollment
  - RDA standardized outcome measures to rates per 180 days to account for variability in enrollment lengths and available pre- and post-data

5

# Findings: Research Question 1

- What are the outcomes for people who participate in ACT and AOT, including the DHCS required outcomes?
- How faithful are ACT services to the ACT model?

# ACT Enrollment

6

**Referral and Investigation**
CCBHS received and investigated 475 referrals

**Outreach and Engagement**
MHS provided outreach and engagement to 138 individuals

**ACT Team Enrollment**
70 consumers enrolled in AOT treatment program
16 with court involvement

Pre-Enrollment | AOT-Enrollment

CCBHS received referrals from a diversity of qualified requestors, including family members, mental health providers, and law enforcement officials.

Nearly every referred individual who was eligible for AOT and/or was able to be located was connected to mental health services.

MHS has enrolled half of all AOT referred individuals to ACT through their ongoing outreach and engagement efforts.

MHS consistently delivered ACT to fidelity.

| | 2017 | 2018 |
|---|---|---|
| ACT Fidelity Score | 4.42 | 4.50 |

# Consumer Profile

7

| Category | ACT Consumers (n=70) |
|---|---|
| *Gender* | |
| Male | 56% (n = 39) |
| Female | 44% (n = 31) |
| *Race and Ethnicity* | |
| Black or African American | 19% (n = 13) |
| Hispanic | 16% (n = 11) |
| White | 56% (n = 39) |
| Other or Unknown | 9% (n = 7) |
| *Age at Enrollment* | |
| 18 – 25 | 21% (n = 15) |
| 26+ | 79% (n = 55) |

- The majority of ACT consumers (64%, n = 45) have a primary diagnosis of a psychotic disorder, and 71% (n = 50) had a co-occurring substance use disorder at the time of enrollment.
- Of the ACT consumers for whom there was data (n = 63):
  - 71% had a GED or higher education level at the time of enrollment
  - 59% were unemployed in the12 months prior to enrolling in ACT.
  - 49% received supplemental security income in the 12 months prior to enrolling in ACT.

# Service Engagement and Outcomes

8

**Service Engagement**

- Consumers were enrolled for an average of 354 days
- Overall, 66% of ACT consumers were adherent to treatment. In FY 16/17, 93% of consumers were adherent.

**Outcomes**

- The majority of consumers experienced fewer psychiatric hospitalizations and crisis episodes during ACT.
- Significantly fewer ACT consumers were arrested and booked during ACT enrollment
- The majority of consumers with available data either obtained or maintained housing while in ACT.

# AOT Costs

9

**FY 17/18 AOT Budget and Actual Expenses**

| Partner | FY 17/18 Budget | FY 17/18 Actual Costs |
|---|---|---|
| **MHS** | $2,014,000 | $1,560,080 |
| **CCBHS** | $350,000 | $252,839 |
| **County Counsel** | $157,000 | $32,379 |
| **Public Defender** | $133,500 | $56,250 |
| **Superior Court** | $128,000 | $2,585 |
| Total | **$2,782,500** | **$1,904,133** |

***County anticipated 70% of all services provided would be billable and 35% of the revenue would therefore come from Medi-Cal FFP. Total billing for FY17/18 was $383,163 (25% of actual expenses), which is below what was anticipated.***

# AOT Cost Savings

10

**Pre- and Post-Enrollment Cost Comparison**

| | Pre-Enrollment | Post-Enrollment | Total Difference | Annual Estimate |
|---|---|---|---|---|
| **Outpatient and Residential Mental Health Services** | $5,280,971 | $3,868,976 | $1,411,995 | $584,274 |
| **Psychiatric Hospitalization** | $2,167,051 | $1,049,866 | $1,117,185 | $462,283 |
| **Jail Bed Days** | $507,722 | $194,192 | $313,530 | $129,737 |
| ***Total Mental Health Services*** | $7,448,022 | $4,918,842 | $2,529,180 | $1,046,557 |
| ***Total Mental Health and Jail*** | $7,955,744 | $5,113,034 | $2,842,710 | $1,176,294 |

***AOT reduced the overall cost of care for the 70 enrolled individuals by $2,842,710. Of this amount, AOT produced a hard cost savings of $1,117,185 over the first 29 months of implementation. Accounting for FY 17/18 operations costs, AOT produced $371,069 in hard costs savings.***

11

# Findings: Research Question 2

- What are the differences in demographics, service patterns, and outcomes between those who agree to participate in ACT services voluntarily and those who participate with an AOT court order or voluntary settlement agreement?

# Consumer Profile and Pre-Enrollment Outcomes

12

Among the 70 consumers who enrolled in AOT since program implementation, 16 enrolled with court involvement.

There are few differences in the demographics or diagnoses between individuals enrolled in ACT voluntarily and through the court.

While consumers in both groups received comparable amounts of outreach and engagement from MHS, it took more time for the Care Team to enroll court-involved individuals.

# Service Engagement and Outcomes

13

| | |
|---|---|
| Service Engagement | ▫ A larger proportion of court-involved consumers have lower service participation compared to voluntarily enrolled consumers. |
| Consumer Outcomes | ▫ Individuals who enrolled voluntarily saw a substantial decrease in crisis episodes and inpatient hospitalizations during ACT.<br>▫ Individuals who enrolled voluntarily saw a substantial decrease in jail bookings during ACT.<br>▫ A greater proportion of court-involved consumers were booked into county jail before and after AOT enrollment, and charged with more criminal offense and justice system compliance violations.<br>▫ A larger proportion of voluntarily enrolled consumers were stably housed compared to court-involved consumers. |

14

# Findings: Research Question 3

- What are the differences in demographics, service utilization, and outcomes between those who engage in existing FSP services and those who receive ACT services?

# ACT and FSP Findings

15

**Consumer Profile**

- There are greater proportion of White consumers and smaller proportion of Black and Latino consumers enrolled in ACT compared to FSP.
- ACT consumers were more likely to be diagnosed with a disorder that included psychosis (92% of ACT consumers vs. 62% of FSP consumers) and less likely to be diagnosed with unipolar depression.

**Service Engagement & Employment**

- ACT consumers engaged in services more often, for longer durations, than FSP consumers.
- Between enrollment and July/August 2018 there is a 16% increase in ACT consumers with employment and 14% decrease in FSP consumers with employment.

# ACT and FSP Consumer Crisis Episodes and Psychiatric Hospitalizations

16

| | ACT Consumers (N = 67) | | | |
|---|---|---|---|---|
| | *Before ACT Enrollment* | | *During ACT Enrollment* | |
| | *Crisis* | *Hospitalization* | *Crisis* | *Hospitalization* |
| **Number of Consumers** | 91%, n = 61 | 55%, n = 37 | 52%, n = 35 | 31%, n = 21 |
| **Average Number of Episodes** | 3.1 episodes per 180 days | 1.0 episodes per 180 days | 2.2 episodes per 180 days | 0.7 episodes per 180 days |
| **Average Length of Stay** | 1.4 days | 7.6 days | 1.2 days | 10.0 days** |
| | **FSP Consumers (N = 163)** | | | |
| | ***Before FSP Enrollment*** | | ***During FSP Enrollment*** | |
| | *Crisis* | *Hospitalization* | *Crisis* | *Hospitalization* |
| **Number of Consumers** | 75%, n = 122 | 42%, n = 68 | 43%, n = 70 | 19%, n = 31 |
| **Average Number of Episodes** | 1.5 episodes per 180 days | 0.6 episodes per 180 days | 2.3 episodes per 180 days | 0.9 episodes per 180 days |
| **Average Length of Stay** | 1.2 days | 8.5 days* | 1.2 days | 8.1 days** |

**Average is 12 days if 2 long term hospitalizations of over 100 days are retained;*
*** Average is 24 days if 2 long term hospitalizations of over 100 days are retained*

17

## Questions and Answers

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# Contra Costa County Assisted Outpatient Treatment (AOT) Evaluation

## Cumulative Evaluation Report

**Prepared by:**

**Resource Development Associates**

**October 26, 2018**

# Table of Contents

**Executive Summary** ..... **3**

**Introduction** ..... **6**

Background Information ..... 6

Contra Costa County's AOT Program Model ..... 6

External Evaluation ..... 8

Report Overview ..... 9

**Methodology** ..... **11**

Evaluation Approach and Overview ..... 11

Target Populations for Evaluation ..... 12

Data Sources ..... 12

Limitations and Considerations ..... 16

**Question 1 | ACT Consumer Findings** ..... **18**

Pre-Enrollment ..... 19

AOT Enrollment ..... 26

Discussion ..... 43

**Question 2 | ACT and AOT Comparison Findings** ..... **45**

Consumer Profile ..... 45

Service Participation ..... 46

Consumer Outcomes ..... 47

Discussion ..... 49

**Question 3 | ACT and FSP Comparison Findings** ..... **51**

Consumer Profile ..... 52

Service Participation ..... 53

Consumer Outcomes ..... 55

Discussion ..... 59

**Summary of Findings** ..... **61**

Program Development and Continuous Quality Improvement ..... 61

Service Delivery ..... 62

Level of Care Impressions ..... 63

Conclusion ..... 65

**Appendices ..... 66**

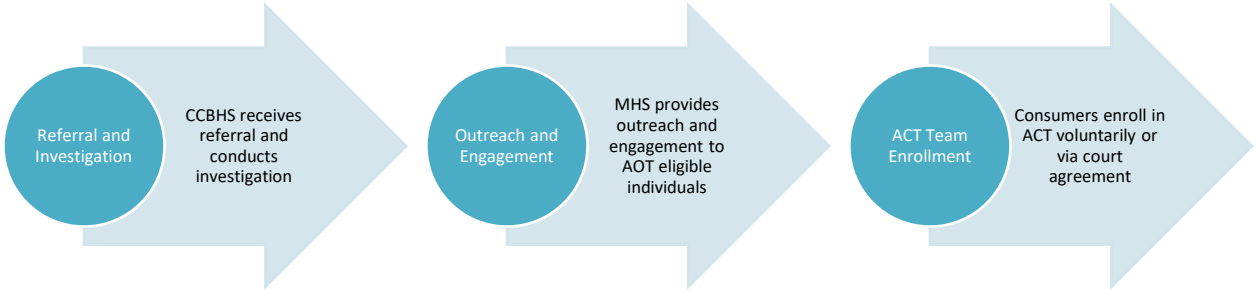
Appendix I. AOT Eligibility Requirements ..... 66

Appendix II. MHS' ACTiOn Team 2018 Fidelity Assessment Report ..... 67

# Executive Summary

In California, Assembly Bill (AB) 1421 (also known as "Laura's Law") authorizes the provision of Assisted Outpatient Treatment (AOT) in counties that adopt a resolution for its implementation. AOT is designed to interrupt the repetitive cycle of hospitalization, incarceration, and/or homelessness for people with serious mental illness who have been unable and/or unwilling to engage in voluntary services. AOT uses an expanded referral and outreach process that may include civil court involvement, whereby a judge may order participation in outpatient treatment. In February 2015, Contra Costa County began a 36-month AOT pilot project, including civil court intervention, to determine if it would effectively identify, engage, and treat individuals who were unable to engage in existing adult mental health services and interrupt the cycle of crisis and hospitalization, incarceration, and/or homelessness. The County also elected to implement Assertive Community Treatment (ACT), which is an evidence-based approach that provides the highest level of outpatient services available in the community for those who need it most. Contra Costa's AOT program represents a collaborative partnership between Contra Costa Behavioral Health Services (CCBHS), the Superior Court, County Counsel, the Public Defender, and Mental Health Systems (MHS).

The Contra Costa County AOT program includes a Care Team comprised of CCBHS Forensic Mental Health (FMH) and the MHS ACTiOn team (ACT providers). The two main components of the AOT program are Pre-Enrollment (Referral and Investigation; Outreach and Engagement) and AOT Enrollment (ACT outpatient treatment services).




Contra Costa County contracted with Resource Development Associates (RDA) to conduct an evaluation of its AOT pilot program. This report presents findings about the AOT program spanning the period of February 2016 through June 2018. Three key questions guided RDA's evaluation:

1. What are the outcomes for people who participate in ACT and AOT, including the DHCS required outcomes? How faithful are ACT services to the ACT model?
2. What are the differences in demographics, service patterns, and outcomes between those who agree to participate in ACT services voluntarily and those who participate with an AOT court order or voluntary settlement agreement?
3. What are the differences in demographics, service utilization, and outcomes between those who engage in existing Full Service Partnership (FSP) services and those who receive ACT services?

## Key Process Findings

**Implementation Challenges and Improvements**: In the initial stages of AOT implementation, County agencies collaborated on the new processes and procedures required to support the referral and investigation process as well as the court component. As with any new program in its formative stages, there were unanticipated challenges along the way that the County and stakeholders worked together to address, including how to:

- Ensure that qualified requestors had the knowledge and resources to make appropriate referrals to the program for individuals most in need;
- Reduce the length of time from referral to enrollment, particularly for those individuals who were continuing to experience crisis, hospitalization, incarceration and/or homelessness during the investigation and outreach process;
- Determine the most efficient and effective ways for FMH and MHS to work together with referred individuals, engage them in care, and identify the need for a civil court petition where indicated; and
- Discern the appropriate use of the petition and benefit of the civil court component to encourage participation in ACT services.

While the County and partners worked diligently to identify and resolve these issues as they arose, the net impact early on in the process was that not all qualified requestors were equipped to do so, enrollment in the program took longer than expected for eligible individuals, and there was hesitation to implement the court component. This resulted in a lower census than originally estimated despite a continued perception of need for these high-end services. Along the way, the County and its partners sought to proactively identify and address issues as well as seek input from stakeholders, elected officials, and the evaluation team as to how they might continuously improve the program. Their investments in ongoing continuous quality improvement ultimately increased the diversity of qualified requestors, shortened the length of time from referral to enrollment, more swiftly implemented the court component for those who require that level of support, and increased the number of consumers who are enrolled in and benefitting from the program.

**ACT Fidelity**: ACT has one of the strongest evidence-bases of any mental health intervention for reducing crisis and hospitalization, incarceration, and homelessness for those with the most serious mental illness when performed to fidelity. While the ACT team did experience some challenges early on with recruitment and hiring and understanding that the use of AOT and the civil court component was in alignment with the ACT model, as well as the staff turnover experienced in early-2018, they continue to score in the high-fidelity range across all three annual fidelity assessments.

## Key Outcomes Findings

Over the course of the nearly 2.5 years of implementation, the AOT program received 475 duplicated referrals, of which about one-third resulted in a subsequent referral to MHS for outreach and engagement into the AOT program. Seventy consumers enrolled in AOT during this evaluation period. These AOT consumers were primarily male in gender, White in race/ethnicity, and over age 26. MHS' ACT team provided a high amount of services (average of four hours of face-to-face contacts a week) on a very frequent basis (average of four contacts per week) to its consumers. Moreover, two-thirds of consumers

were adherent to their ACT treatment services, demonstrating the AOT population was really engaged in their treatment.

In order to assess how this AOT program impacted its consumers, RDA's evaluation examined how key outcomes of interest changed for the AOT population from prior to their AOT participation to during/after program enrollment. Key outcomes findings include:

- Consumers experienced significant decreases in both the amount and frequencies of crisis episodes and psychiatric hospitalizations during ACT enrollment.
- Significantly fewer consumers were arrested and booked in jail during ACT enrollment.
- The majority of consumers either obtained or maintained housing during while enrolled in ACT.
- Over one-third of consumers continued to experience crisis episodes and/or psychiatric hospitalizations after being discharged from ACT, signaling these consumers may have been prematurely discharged.
- The AOT program produces an estimated $371,069 of hard cost savings per year, including cost avoidance from reduced outpatient and residential mental health service as well as jail costs.

Given that AOT consumers join the program in one of two ways (voluntarily agreeing to services or being given a court order to participate), this evaluation examined potential differences in outcomes between these two types of AOT consumers and discovered the following:

- A larger proportion of court-involved consumers had lower service participation compared to voluntarily enrolled consumers.
- Consumers who enrolled voluntarily saw a substantial decrease in crisis episodes, inpatient hospitalizations, and justice involvement during ACT.
- A larger proportion of voluntarily enrolled consumers were stably housed compared to court-ordered consumers.

In Contra Costa County, there was an existing network of FSPs providing outpatient mental health services to the seriously mentally ill. RDA's evaluation discovered the following key findings comparing the outcomes of FSP versus ACT consumers in the County:

- The FSP and ACT populations were similar across age and gender, but differed in that the ACT population had a greater proportion of White and smaller proportion of Black and Latino consumers. ACT consumers were also more likely to be diagnosed with a disorder that included psychosis.
- Compared to FSP consumers, ACT consumers engaged in services more often and for longer durations, as well as received more direct services.
- Both the ACT and FSP consumer populations experienced decreases in numbers and frequencies of crisis episodes and psychiatric hospitalizations.

It is clear that individuals with serious mental illness who participate in AOT and ACT experience notable benefits, specifically in reducing experiences of crisis and hospitalization, incarceration, and homelessness. While this program took longer than originally anticipated to get started and there were challenges to address along the way, the County and its partners worked diligently over the pilot period to strengthen the program and ensure that those individuals most in need had access to services that were likely to help them.

# Introduction

## Background Information

In 2002, the California legislature passed Assembly Bill (AB) 1421 (also known as "Laura's Law"), which authorized the provision of Assisted Outpatient Treatment (AOT) in counties that adopt a resolution for its implementation. AOT is designed to interrupt the repetitive cycle of hospitalization, incarceration, and/or homelessness for people with serious mental illness who have been unable and/or unwilling to engage in voluntary services. AOT uses an expanded referral and outreach process that may include civil court involvement, whereby a judge may order participation in outpatient treatment. The California Welfare and Institutions Code[1] defines the target population, intended goals, and specific suite of services required to be available for AOT consumers in California (see Appendix I).

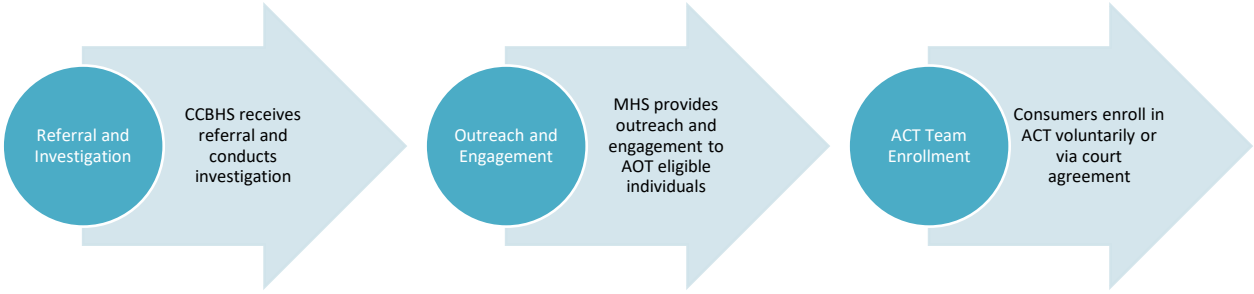
Contra Costa recognized that while they had Full Service Partnership (FSP) programs funded by the Mental Health Services Act (MHSA), there remained a group of individuals who were cycling in and out of crisis and hospitals, jails, and homelessness. In order to address this issue, the Contra Costa County Board of Supervisors adopted a resolution to authorize the implementation of AOT for a 36-month pilot project on February 3, 2015 and pilot AOT, including civil court intervention, to determine if it would effectively identify, engage, and treat individuals who were unable and/or unwilling to engage in existing adult mental health services and interrupt the cycle of crisis and hospitalization, incarceration, and/or homelessness. The County also elected to implement Assertive Community Treatment (ACT), which is an evidence-based approach that provides the highest level of outpatient services available in the community for those who need it most. Contra Costa's AOT program represents a collaborative partnership between Contra Costa Behavioral Health Services (CCBHS), the Superior Court, County Counsel, the Public Defender, and Mental Health Systems (MHS). Community mental health stakeholders and advocates have remained involved in providing feedback and supporting the program to meet its intended objectives. The County's AOT program became operational on February 1, 2016 and accepted its first consumer in March 2016.

## Contra Costa County's AOT Program Model

Contra Costa County has designed an AOT program model that responds to the needs of its communities and exceeds the requirements set forth in the legislation. The Contra Costa County AOT program includes a Care Team comprised of CCBHS Forensic Mental Health (FMH) and the MHS ACTiOn team (ACT providers). Figure 1 below depicts the Pre-Enrollment (Referral and Investigation; Outreach and Engagement) and AOT Enrollment (ACT outpatient treatment services) components of the AOT program.

[1] Welfare and Institutions Code, Section 5346

**Figure 1. Contra Costa County AOT Program Stages**




## AOT Process

The first stage of engagement with Contra Costa County's AOT program is through a telephone call referral whereby any "qualified requestor"[2] can make an AOT referral. Within five business days, a CCBHS mental health clinician from FMH connects with the requestor to gather additional information on the referral and reaches out to the referred individual to begin determining if they meet AOT eligibility criteria (see Appendix I).

If the individual initially appears to meet eligibility criteria, a CCBHS investigator from the FMH staff facilitates a face-to-face meeting with the individual and/or family to gather information, attempts to engage the individual, and develops an initial care plan. If the referred individual does not meet AOT eligibility criteria, FMH staff attempts to connect them to other mental health services to meet their needs or reconnect them to services that had previously been effective. If the individual continues to appear to meet AOT eligibility criteria, FMH investigators share their information with the MHS team. MHS then conducts a period of outreach and engagement activities with the individual to encourage their participation in ACT. If at any time the individual accepts voluntary services and continues to meet eligibility criteria, they are immediately connected to and enrolled in MHS' ACT services.

However, if after a period of outreach and engagement, the individual does not accept voluntary services and continues to meet AOT eligibility criteria, the County mental health director or designee may choose to complete a declaration and request that County Counsel file a petition with the court. Utilizing a collaborative court model that combines judicial supervision with community mental health treatment and other support services, Contra Costa County then holds one to two court hearings to determine if criteria for AOT are met. At this time, the individual has the option to enter into a voluntary settlement agreement with the court to participate in AOT. If the individual still chooses not to participate in AOT treatment services voluntarily, then he/she may be court-ordered into AOT for a period of no longer than six months. After six months, if the judge deems that the individual continues to meet AOT criteria, they may authorize an additional six-month period of mandated participation. At every stage of this process,

[2] Qualified requestors include: An adult who lives with the individual; Parent, spouse, adult sibling, or adult child of the individual; Director of an institution or facility where the individual resides; Director of the hospital where the person is hospitalized; Treating or supervising mental health provider; Probation, parole, or peace officer.

CCBHS' FMH and MHS staff continue to offer the individual opportunities to engage voluntarily in services and may recommend a 72-hour hold if they meet the existing criteria. It is important to note that both the voluntary settlement agreement and AOT court order are both agreements between the individual and the court and involve judicial supervision. It is also important to acknowledge that those individuals who agree to participate in ACT on a voluntary basis and without a petition filing or agreement with the court are not formally supervised by the court.

## AOT and ACT in Contra Costa County

Assertive Community Treatment (ACT) is not synonymous with Assisted Outpatient Treatment (AOT); AOT is a mechanism by which a county can use a civil court process to compel eligible individuals into a community mental health treatment program who are otherwise unwilling and/or unable to accept mental health treatment. An AOT petition can be initiated at any stage of the process, including:

- During the pre-enrollment phases of referral and investigation, or outreach and engagement;
- Following voluntary service acceptance, if the consumer fails to participate in services; and
- After the consumer participates in treatment, if they request discharge prematurely.

When the County first chose to implement AOT, it also elected to implement a new level of outpatient mental health services through an ACT team, complementing the County's established FSP programs that were already serving individuals with serious mental illness. It is not a requirement of AOT programs to offer ACT services to their consumers. Mental Health Services (MHS) is the contracted agency hired by CCBHS to implement the ACT team for County residents referred to AOT.

It is also important to note that the use of a civil court order process is in alignment with the ACT model when the individual requires that level of support to participate. Fidelity to the ACT model includes the expectation that ACT programs apply assertive engagement mechanisms, including all available street outreach and available legal mechanisms to compel participation. Legal mechanisms typically used in ACT programs include representative payees, terms and conditions of probation, outpatient commitment, and AOT court agreements such as voluntary settlement agreements and court orders.

# External Evaluation

Contra Costa County retained Resource Development Associates (RDA) to conduct an independent evaluation of its AOT program implementation and outcomes. The purposes of this evaluation are to: 1) satisfy California Department of Healthcare Services (DHCS) reporting requirements; 2) provide information to the Contra Costa County Board of Supervisors, AOT collaborative partners, and the community; and 3) inform the continuous quality improvement of the AOT program to support the County's intended objectives. Since the beginning of Contra Costa County's AOT program, RDA has produced four distinct evaluation reports, including two reports mandated by DHCS, and two additional reports written specifically for CCBHS to better understand the implementation of its AOT program. These reports have documented: 1) program services, 2) consumers served, 3) fidelity to the ACT model, and 4) potential areas of improvement for the County's consideration. The reports were each produced

approximately six months apart and document the implementation and continued progression of the AOT program since it began.

The purpose of this evaluation report is to assist Contra Costa County with identifying the program's accomplishments and opportunities for improvement. To accomplish this, RDA provides a comprehensive evaluation that assesses:

- AOT program outcomes, including the extent to which MHS is implementing ACT to fidelity, and DHCS required outcomes for people who participate in the County's AOT program;
- Differences in demographics, service patterns, and outcomes between those who agree to participate in ACT services without court involvement and those who participate with an AOT court order or voluntary settlement agreement; and,
- Differences in demographics, service utilization, and outcomes between those who engage in existing FSP services and those who receive ACT services.

## Report Overview

This report is intended to address three key evaluation questions that will enable CCBHS to understand the outcomes of ACT programming, differences between the court-involved and voluntarily enrolled ACT consumers, and differences between ACT and FSP consumers. To address these questions, this report is organized in the following format:

- **Introduction**: This section summarizes the background of AOT legislation and provides a description of Contra Costa County's AOT program model and the overarching evaluation questions.
- **Methodology**: This section describes the data sources used to address the evaluation questions, the analytic steps taken to answer each question, and the limitations of the analyses.
- **Question 1 | ACT Consumer Findings**: This section provides a detailed discussion of ACT consumers' experiences from referral through enrollment and, when appropriate, discharge. Findings include pre-enrollment investigation and outreach and engagement; consumer profile; service participation; outcomes including crisis episodes, inpatient hospitalizations, housing, social functioning and independent living; and costs and cost savings.
- **Question 2 | ACT and AOT Comparison Findings:** This section looks at the same components as Question 1, but with a comparison of findings based on those ACT consumers who enrolled voluntarily and those AOT consumers who required civil court involvement to participate. Findings for individuals who enrolled in ACT voluntarily are compared to findings for those who enrolled with court involvement; both voluntary settlement agreement and AOT court order are included in the AOT consumer population.
- **Question 3 | ACT and FSP Comparison Findings:** This section also looks at the same components as Question 1, but with a comparison of findings for all ACT consumers and for consumers who enrolled in an FSP during the same time that ACT was implemented in the County.

- **Summary of Findings:** This final section summarizes and integrates findings from each research question to highlight key overarching findings that may be used to inform decision-making and next steps for AOT program implementation in Contra Costa County.

# Methodology

## Evaluation Approach and Overview

The following evaluation report was guided by a rigorous methodological approach that addresses real world constraints and documents the actions and outcomes resulting from the County's investments in ACT and AOT, with an emphasis on continuous quality improvement throughout implementation. The evaluation will also likely inform decision-making at the end of the 36-month pilot project. This report is a cumulative evaluation of CCBHS's AOT program since its implementation began in February 2016. As such, it reflects on recommendations made in previous reports and discusses findings in light of those recommendations with a recognition for the natural growth and change that occurs in the delivery of a new program within the behavioral health system.

This evaluation report spans from the AOT program start date, February 1, 2016 through June 30, 2018. Figure 2 presents the overarching research questions that guide this report.

**Figure 2. Evaluation Research Questions**

| Question 1 | Question 2 | Question 3 |
|---|---|---|
| • What are the outcomes for people who participate in ACT and AOT, including the DHCS required outcomes? How faithful are ACT services to the ACT model? | • What are the differences in demographics, service patterns, and outcomes between those who agree to participate in ACT services voluntarily and those who participate with an AOT court order or voluntary settlement agreement? | • What are the differences in demographics, service utilization, and outcomes between those who engage in existing FSP services and those who receive ACT services? |

In order to answer these questions, RDA employed a mixed-methods evaluation approach to assess: 1) the implementation of the County's AOT program, 2) the extent to which individuals receiving AOT services have experienced decreases in homelessness, crisis, hospitalization, and incarceration, and 3) improvements in AOT consumers' psychosocial outcomes, such as social functioning and independent living skills.

The following sections describe the data measures, sources, and analytic techniques used to develop this report and evaluate Contra Costa County's AOT program.

## Target Populations for Evaluation

This report examines three distinct consumer populations, all of whom have a serious mental illness and a history of crisis and hospitalization, incarceration, and/or homelessness.

1. **FSP consumers** are individuals who enrolled in and received services from an FSP program. FSP consumers are generally those who are experiencing crisis and hospitalization, incarceration, and/or homelessness and are willing and able to engage in voluntary services without additional support. Generally, these individuals are able to follow through with services enough so as not to require a separate referral or outreach and engagement from a third party or civil court involvement.
2. **ACT consumers** are individuals who enrolled in and received services from the MHS ACTiOn team voluntarily (i.e., they did not require civil court involvement to compel participation). ACT consumers are generally those experiencing crisis and hospitalization, incarceration, and/or homelessness and are willing and able to engage in voluntary services with strong encouragement from a third party. With this population, a qualified requestor has referred them to the program and FMH and/or MHS has proactively provided outreach and engagement to encourage participation. Unlike FSP, these consumers require additional support to connect to mental health services and have not been successful in accomplishing this independently. However, with this assertive outreach and engagement, they are able to participate in mental health services without court involvement.
3. **AOT consumers** are individuals who required civil court involvement to compel their participation in mental health services. This group of consumers has been referred by a third party, and despite FMH and/or MHS' proactive outreach and engagement, have been unable to consent to needed mental health services voluntarily. Unlike the FSP and ACT consumer populations, these consumers require civil court compulsion to participate in outpatient mental health services.

## Data Sources

The evaluation includes data from CCBHS, MHS, and the Contra Costa County Sheriff's Office. Throughout the data collection and analysis process, RDA collaborated with CCBHS and MHS staff to vet analytic decisions and findings. Table 1 below outlines the data sources and elements used for this report.

**Table 1. Data Sources and Elements**

| County Department/Agency | Data Source | Data Element |
|---|---|---|
| **Contra Costa County Behavioral Health Care Services** | CCBHS AOT Request Log | • Individuals referred<br>• Qualified requestor information |
| | CCBHS AOT Investigation Tracking Log | • Investigation attempts |
| | Contra Costa County PSP Billing System | • Behavioral health service episodes and encounters, |

| County Department/Agency | Data Source | Data Element |
|---|---|---|
| | | including hospitalizations and crisis episodes<br>• Consumer diagnoses and demographics |
| | CCBHS Financial Data | • Costs associated with implementing the AOT program, including ACT |
| | Point-in-Time KET Forms (Key Event Tracking) collected from all ACT and FSP clients during July 1 - August 15, 2018 | • Homelessness and employment measures |
| **Mental Health Systems** | MHS Outreach and Engagement Log | • Outreach and engagement encounters |
| | FSP Forms (Partner Assessment Form and KET) | • Residential status, including homelessness<br>• Employment<br>• Education<br>• Financial support |
| | MHS Outcomes Spreadsheet (Self-Sufficiency Matrix, Brief Psychiatric Rating Scale – Expanded, MacArthur Tool) | • Social functioning<br>• Independent living<br>• Recovery<br>• Violence and victimization |
| | ACT Fidelity Assessment (conducted by RDA in July 2018) | • Key informant interviews with ACT managers and providers<br>• Focus groups with ACT consumers and family members |
| **Contra Costa County Sheriff's Office** | Sheriff's Office Jail Management System | • Booking and release dates<br>• Booking offense |

RDA matched consumers across the disparate data sources described above and used descriptive statistics (e.g., frequencies, mean, and median) for all analyses, as well as inferential analyses to evaluate the extent to which changes in consumer outcomes were likely a result of program participation versus chance, when appropriate.

The following section provides detail regarding the analytic approach for each evaluation question.

## Analytic Approach

### Evaluation Question 1: What are the outcomes for consumers who participate in ACT and AOT, including the DHCS required outcomes? How faithful are ACT services to the ACT model?

**Pre-Enrollment:** To understand how referral, investigation, and outreach and engagement processes are going, RDA employed descriptive statistics to highlight: the number of referrals to AOT; types of referral

sources; types, frequencies, and location of outreach and engagement activities; time period between referral and enrollment; and dispositions of each referral. RDA also examined the extent to which individuals who were referred to ACT services but did not enroll were connected to appropriate mental health services, and/or experienced crisis and hospitalization.

**Consumer Profile and Service Outcomes:** In order to describe Contra Costa County's ACT population, RDA calculated basic frequencies and percentages to examine the demographic attributes (e.g., age, race, and gender); clinical profiles (e.g., primary diagnosis, presence of co-occurring substance abuse disorder); and education, employment, and sources of financial support of all individuals enrolled in ACT since AOT was implemented in Contra Costa County. In addition, RDA examined the types, lengths, frequencies, and durations of services and programs that ACT program participants utilized, ultimately assessing the extent to which they maintained adherence to their treatment plans once enrolled in ACT (treatment adherence is defined as receiving at least one hour of face-to-face engagement with the ACT team at least two times a week).

**ACT Consumer Outcomes:** In order to assess changes in consumer outcomes such as homelessness, crisis, and hospitalization, RDA employed a pre/post-test design to measure consumer experiences prior to and during ACT enrollment. To measure changes in housing status, RDA assessed the proportion of ACT consumers who self-reported experiencing homelessness in the year prior to and during ACT enrollment. RDA also analyzed the proportion of ACT consumers who experienced crisis episodes, psychiatric hospitalizations, and criminal justice system involvement in the three years prior to and during ACT enrollment, as well as the rate (per 180 days) at which consumers experienced these outcomes, and the average length of each episode. RDA conducted statistical hypothesis tests to assess whether reductions in the proportion of ACT consumers who experienced crisis and hospitalization prior to and during ACT were likely the result of ACT participation, rather than chance.

Clinicians administer the Self-sufficiency Matrix, Brief Psychiatric Rating Scale-Expanded (BPRS-E), and the MacArthur Tool to assess outcomes such as social functioning and independent living; symptomology; and violence and victimization respectively. RDA measured changes in these assessment scores among all ACT consumers who received an assessment at intake (or as close to intake as possible), and at least one follow-up assessment six months after their initial assessment. In addition, the County required MHS (and all FSPs) to administer summary Key Event Tracking (KET) forms in July and August of 2018 to assess the extent to which consumers participated in significant meaningful activities, measured as changes in self-reported employment-related activities including job training, volunteering, part-time, and full-time work.

**ACT Fidelity:** To determine whether MHS' ACT services were provided to fidelity, RDA conducted a separate ACT fidelity analysis. The fidelity assessment process measures the extent to which MHS' ACT treatment services align with the ACT model and to identify opportunities to strengthen ACT services. For the assessment, RDA applied the ACT Fidelity Scale developed at Dartmouth University[3] and incorporated

[3] ACT Fidelity Scale retrieved on December 6, 2017 from: https://www.centerforebp.case.edu/resources/tools/act-dacts

it into a SAMHSA toolkit.[4] This established assessment includes a set of data collection activities and a scoring process in order to determine a fidelity rating as well as qualifications of assessors. MHS' ACT program was rated across 28 items within the three domains set forth in the ACT Fidelity Scale:

- Human Resources: Structure and Composition
- Organizational Boundaries
- Nature of Services

Each domain has specific criterion rated on a five-point Likert scale with clearly defined descriptions for each rating. In this report, RDA presents MHS' ACT fidelity scores for the assessments conducted annually in both 2017 and 2018.

**Cost:** To determine the financial impacts of implementing the ACT program, RDA analyzed data from three sources: 1) AOT operation costs; 2) billing data for treatment services provided by MHS, County mental health crisis units, and County inpatient psychiatric hospitalizations; and 3) Sheriff's Office data on jail bed days spent by ACT consumers. The treatment services billing data includes the specific dollar amounts that were billed for each service; the expected Medi-Cal reimbursement was then subtracted from the total charges to determine the total cost to the County. The Sheriff's Office data, when paired with the estimated cost for an average jail bed day in Contra Costa County, represents the costs incurred by the criminal justice system for incarceration.

### Evaluation Question 2: What are the differences in demographics, service patterns, psychosocial outcomes, and cost between those who agree to participate in ACT services without court involvement and those who participate with an AOT court order or voluntary settlement agreement?

RDA replicated the analyses described above for all individuals who enrolled in ACT services voluntarily versus those who enrolled in ACT with court involvement in order to assess differences in consumer profiles, service utilization, and outcomes associated with each population. Because only 16 individuals enrolled in ACT with court involvement, RDA aggregated the data to maintain confidentiality when appropriate.

### Evaluation Question 3: What are the differences in demographics, service utilization, psychosocial outcomes, and cost between those who engage in existing FSP services and those who receive ACT services?

In order to evaluate differences in demographics, service utilization, and outcomes between the County's FSP and ACT populations, RDA identified all individuals with beginning FSP services on or after February 1, 2016 (the AOT program start date) and replicated the analyses described in the analytic approach for Evaluation Question 1.

[4] Substance Abuse and Mental Health Services Administration. *Assertive Community Treatment: Evaluating Your Program.* DHHS Pub. No. SMA-08-4344, Rockville, MD: Center for Mental Health Services Administration, U.S Department of Health and Human Services, 2008.

RDA conducted statistical hypothesis tests (e.g., chi-squared tests, etc.) to measure the likelihood that observed differences in consumer demographics and diagnoses were a result of chance, or systematic differences between ACT and FSP consumer characteristics. RDA also conducted chi-squared tests to assess the likelihood that differences in the proportion of FSP and ACT consumers who experienced negative outcomes (e.g. crisis and hospitalization) in the three years prior to and during program enrollment were a result of chance versus real differences between the two groups' experiences. This allowed RDA to evaluate whether these populations had systematically different experiences with these outcomes prior to enrolling in FSP or ACT, and whether these differences remained for consumers during enrollment. RDA also conducted statistical hypothesis tests (i.e., McNemar's test) to assess the likelihood that reductions in the proportion of FSP and ACT consumers who experienced crisis and hospitalization prior to and during program enrollment were likely the result of program participation versus chance.

## Limitations and Considerations

As is the case with all "real-world" evaluations, there are important limitations to consider. One limitation of this evaluation is that only 16 consumers participated in the AOT treatment with a court order or voluntary settlement agreement. Because relatively few individuals have enrolled in ACT with court involvement, the proportion of individuals who experienced crisis, hospitalization, and criminal justice involvement, as well as the average rates of occurrence, shift dramatically based on their experiences. As a result, RDA aggregated some consumer characteristics and outcomes to maintain consumer confidentiality.

It is also important to note that there is more data available for the longer pre-enrollment time periods compared to the shorter post-enrollment time periods. Therefore, AOT and FSP consumers had greater opportunities to experience negative outcomes prior to program enrollment. To account for these differences in the pre- and post-time periods, RDA standardized outcome measures to rates per 180 days. Nevertheless, because consumers have spent much less time enrolled than in the pre-enrollment period, there was less opportunity for them to experience outcomes such as crisis or hospitalization during the enrollment period. As a result, these outcomes may be underestimated if a large number of consumers experienced zero negative outcomes during shorter periods while they were enrolled in AOT. On the other hand, if consumers experienced a number of negative outcomes for lengthy periods during their AOT enrollment period, these outcomes may be overestimated.

Lastly, this evaluation only has access to the services paid for by Contra Costa County, which includes the MHS ACTiOn program, CCBHS, the AOT Court, County Counsel, and the Public Defender. The consumers served by this AOT program also receive services from entities not directly paid for by the County. In order to understand the totality of all costs incurred and saved by the consumers participating in AOT, it would be necessary to analyze data from the myriad of entities interfacing with this population. It is a limitation of this evaluation in that it is not possible to obtain this breadth of data.

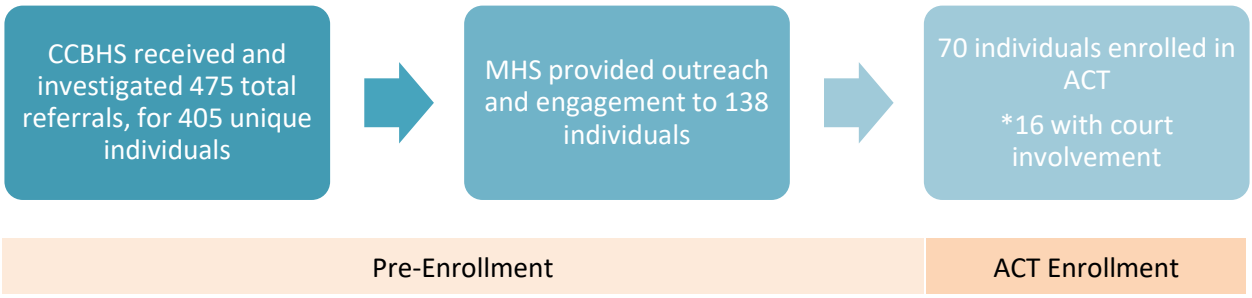
Despite these limitations, this evaluation will help Contra Costa County identify the successes and challenges of its AOT implementation, as well as highlight the outcomes of consumers who participated

in the County's AOT treatment program throughout its implementation. The evaluation findings provide recommendations for the County to consider as they strive to continuously improve implementation and outcomes for all individuals referred to the County's AOT program.

# Question 1 | ACT Consumer Findings

This evaluation section reports findings for all individuals who were referred to AOT since the program began in February 2016. During this time, CCBHS received 475 total referrals for 405 unique individuals. Of the 405 individuals referred throughout implementation, 34% (n = 138) were referred to MHS for outreach and engagement, and 70 eventually enrolled in ACT.

**Figure 3. Consumers Referred to AOT since February 2016**




As previously documented, CCBHS's AOT program implementation evolved over time as processes were streamlined and partnerships were built. Specifically, the AOT program model changed within the first few months of implementation. As originally designed, the agencies who comprise the Care Team would work concurrently; however, the program model was adjusted so that CCBHS forensic mental health (FMH) clinicians conduct the referral investigation to determine eligibility first, and then they refer eligible individuals to MHS for outreach and engagement. Because the AOT program required multiple new elements to come together at once, it was natural for such programmatic modifications to occur in response to unexpected challenges. The model was also refined throughout implementation in order to 1) ensure that all qualified requestors have the knowledge and ability to refer eligible individuals, 2) decrease the length of time from referral to enrollment, and 3) strengthen the identification of those eligible individuals who may require a court petition to participate in services.

The following discussion of findings for all ACT consumers is divided into two sections: "Pre-Enrollment" and "ACT Enrollment." Throughout each section, findings are reported for three different types of groups:

- **Referrals**: These findings include information reported on (duplicated) individuals who were referred to either the AOT program, or from FMH clinicians to the MSH ACTiOn team more than once. Findings are reported at this level to illustrate the scope of the AOT program and how many total referrals the county received and connected to appropriate behavioral health services. In several instances, an individual was referred to the overall AOT program or to the MHS ACT program more than once.
- **Enrollments**: These findings include information reported on (duplicated) individuals who were enrolled in ACT services more than once. Findings are reported at this level to illustrate both the total number of individuals served by MHS, as well as how many were enrolled more than once.

- **Consumers**: These findings report only on the unique individuals enrolled in ACT. Findings are reported at this level to illustrate the specific outcomes of each consumer enrolled in ACT.

The Care Team provides investigation, outreach, and engagement services for all AOT referrals in order to connect eligible individuals to the ACT program. The Care Team also works to connect those who are not eligible for ACT to other appropriate behavioral health treatment services. The following section explores the outcomes of this process in the "Pre-Enrollment" section, including a discussion of the experiences of individuals who were referred to MHS ACTiOn team but not enrolled. The "AOT Enrollment" section reports on outcomes for individuals who met AOT eligibility requirements and enrolled in ACT.

# Pre-Enrollment

### *CCBHS received referrals from a diversity of qualified requestors, including family members, mental health providers, and law enforcement officials.*

Table 2 demonstrates that a qualified requestor made almost all AOT referrals. Family members made over half of referrals, while the individual's mental health provider made 20% of referrals. Law enforcement officials made 13% of referrals. It is important to acknowledge that CCBHS made concerted efforts throughout the program to ensure that qualified requestors were aware of the program and had the knowledge and resources to make appropriate referrals. These efforts included: 1) ongoing training and educational presentations to family members, law enforcement, and mental health provider groups; and 2) specific actions, such as linking law enforcement officers coming into contact with potentially eligible individuals with the CORE team (a County-provided homeless outreach team) so that they could work together to successfully refer those eligible individuals to the program.

**Table 2. Summary of Qualified Requestors**

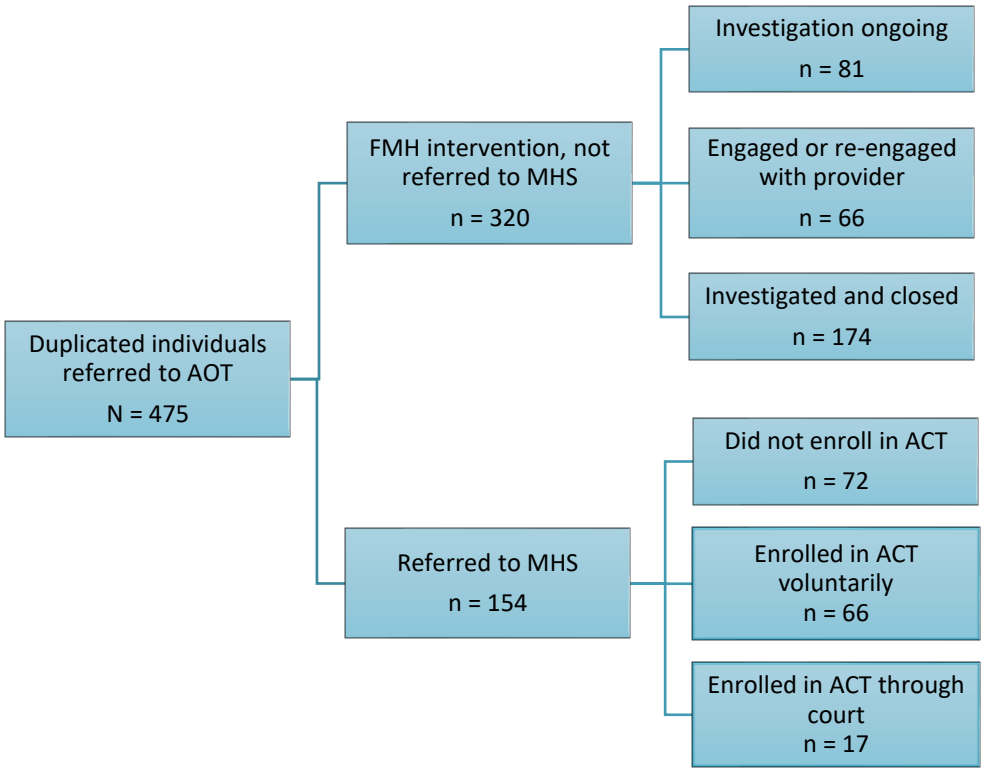
| Requestor | Percent of Total Referrals (N = 475) |
|---|---|
| Parent, spouse, adult sibling, or adult child | 60% (n = 286) |
| Treating or supervising mental health provider | 20% (n = 95) |
| Probation, parole, or peace officer | 13% (n = 63) |
| Not a qualified requestor or "other" | 4% (n = 20) |
| Director of hospital where individual is hospitalized | <3% |
| Adult who lives with individual | <3% |

## Care Team

Contra Costa County's Care Team consists of CCBHS' FMH and MHS ACTiOn staff. CCBHS FMH receives all AOT referrals and conducts an investigation for each individual referred in order to determine AOT eligibility (see Appendix I for AOT eligibility requirements). CCBHS FMH refers AOT eligible consumers to MHS staff, who conduct outreach and engagement to enroll them in ACT services. Figure 4 summarizes the outcome of each referral CCBHS received since February 2016. The summary includes duplicated counts to capture the volume of referrals. The following sections discuss the CCBHS FMH investigations

and MHS outreach and engagement activities. Where appropriate, unique counts of individuals are reported as well.

**Figure 4. Outcomes for Every Referral to AOT Referred Consumers**




## Investigation

After CCBHS receives an AOT referral, the FMH team conducts an investigation to determine if the referred individual meets the eligibility criteria for the AOT program. In addition to consulting prior hospitalization and mental health treatment records for the individual, and gathering information from the qualified requestor, the FMH investigation team also attempts to make contact with the referred individual in the field.

### *Nearly every referred individual who was eligible for AOT and/or was able to be located was connected to mental health services.*

Since February 2016, FMH received and investigated a total of 475 referrals. Four hundred and five of those referrals were unique individuals (70 individuals had been referred more than once). As Table 3 illustrates, approximately one-third of all referrals (32%, n = 154) resulted in a subsequent referral to MHS for outreach and engagement, while just over another third (37%, n = 174) were investigated and closed. The FMH team connected 14% (n = 66) of referred individuals with another behavioral health service provider, such as an FSP, and another 17% were still under investigation to determine their AOT eligibility as of June 30, 2018.

**Table 3. Outcome of CCBHS Investigations**

| Investigation Outcome | Percent of Referrals (N = 475) |
|---|---|
| Referred to MHS | 32% (n = 154) |
| Engaged or Re-Engaged with a Provider | 14% (n = 66) |
| Ongoing Investigation | 17% (n = 81) |
| Investigated and Closed | 37% (n = 174) |

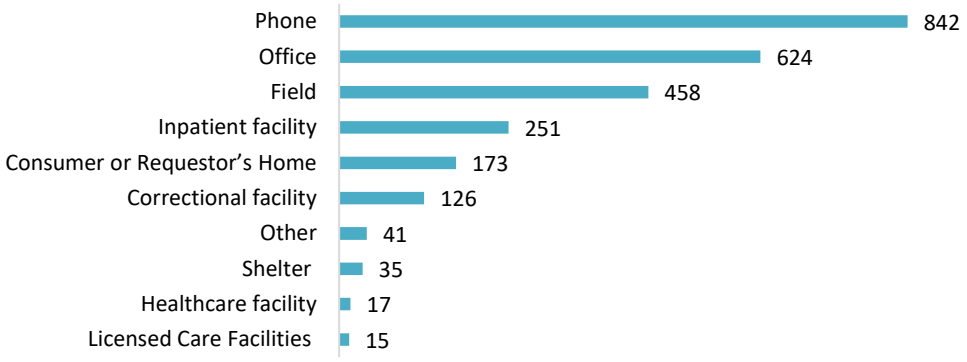
CCBHS FMH attempted to connect the 174 referred individuals who were ineligible for AOT to an appropriate level of mental health treatment, as well as provided resources and education for their family members. Importantly, program implementation modifications (including increased outreach by FMH clinicians to Unit 4C and law enforcement) alongside improved data collection allows for a more specific understanding of what happened to the referred individuals who were considered ineligible for AOT. These individuals were investigated and closed for a number of reasons:

- 56% (n = 98) were closed because the referred individuals did not meet AOT eligibility criteria.
- 16% (n = 27) were closed because the person making the referral was unqualified, could not be reached after the initial request, or rescinded the initial request.
- 12% (n = 21) were closed because the referred individual was unavailable, which includes individuals who were conserved, determined to be incompetent to stand trial, incarcerated, or placed in an Institute for Mental Disease (IMD).
- 9% (n = 16) were closed because the referred individual could not be located after a persistent search.
- 7% (n = 12) were closed because the referred individual either lived or moved out of the county during the investigation.

### *Contra County's CCBHS FMH investigation team made significant and persistent efforts to locate referred individuals to determine their AOT eligibility and connect them to MHS.*

On average, CCBHS FMH's investigation team made five investigation contact attempts for each referral received. The investigation team worked to meet individuals "where they're at," as evidenced by the variety of locations where investigation contacts occurred. Figure 5 shows that 43% of investigation contacts occurred in person at a location other than a county office.

**Figure 5. Location of FMH Investigation Contacts**




## Outreach and Engagement

MHS relies on a diverse multidisciplinary team to conduct outreach and engagement, the MHS ACTiOn team. If the CCBHS FMH team determines that a referred individual is eligible for AOT during the investigation period, the individual is connected with MHS. The MHS ACTiOn team then conducts outreach and engagement activities with those individuals and their families to engage them in ACT services. As per the County's program design, MHS is charged with providing opportunities for the individual to participate on a voluntary basis. If the individual remains unable and/or unwilling to voluntary enroll in ACT after a period of outreach and engagement, and continues to meet AOT eligibility criteria, MHS may refer the individual back to FMH to file a petition to compel court-ordered participation.

### *MHS has enrolled half of all AOT referred individuals to ACT through their ongoing outreach and engagement efforts.*

Since the program began in February 2016, MHS provided outreach and engagement services for 138 consumers and their support networks. Fifty-one percent (n = 70) eventually enrolled in ACT at least once as of June 30, 2018. Notably, eight of those consumers enrolled more than once. Another 12% of referred individuals (n = 17) were still receiving outreach and engagement services as of June 30, 2018 (see Table 4). This trend of approximately half of the individuals whom MHS outreached to ultimately enrolling in ACT stayed about the same during the entire pilot implementation period.

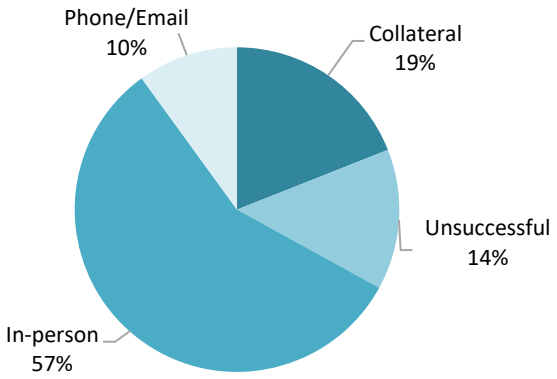
**Table 4. MHS Outreach and Engagement Outcomes (N = 138)**

| Outreach and Engagement Outcome | Percent of Consumers | Number of Consumers |
|---|---|---|
| Enrolled in ACT services | 51% | 70 total<br>*54 voluntarily*<br>*16 with court involvement* |
| Still receiving outreach and engagement services | 12% | 17 |
| Not enrolled in ACT | 37% | 51 |

### *The MHS ACTiOn team provided intensive and persistent outreach and engagement to individuals referred to AOT in a variety of settings.*

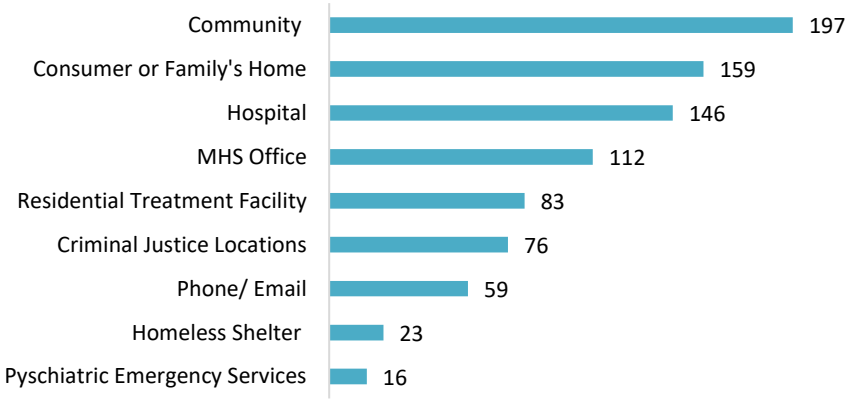
MHS provided outreach and engagement services to individuals as well as their support networks. Approximately 57% of outreach and engagement attempts were successful contacts with individuals, while approximately one in five contact attempts were with the individuals' support networks (collateral), including family members and other providers (see Figure 6).

**Figure 6. Type of Outreach and Engagement Contacts**




The majority of the MHS ACTiOn team's outreach attempts were either by a peer partner (47%) or the clinical team leader (21%). As with the County's investigation team, MHS was persistent in their efforts to meet consumers "where they're at." As shown in Figure 7, most contacts occurred in the community or the consumer/family home.

**Figure 7. Location of MHS Outreach and Engagement Attempts**




### *Many of the individuals who received outreach and engagement services but did not enroll in ACT continued to cycle through crisis, hospital, and jail.*

Among the 51 individuals who were referred to MHS and received outreach and engagement but did not enroll in ACT, 73% (n = 37) experienced at least one crisis episode after referral and 13 also had an inpatient hospitalization. Additionally, 41% (n = 21) of those who were referred to MHS but not enrolled in ACT had at least one mental health service while in jail. Approximately 25% (n = 13) engaged in some form of outpatient treatment; however, almost half of those who engaged in outpatient treatment also had an inpatient hospitalization. These findings suggest that a subset of individuals was difficult to engage and may have benefitted from an AOT petition.

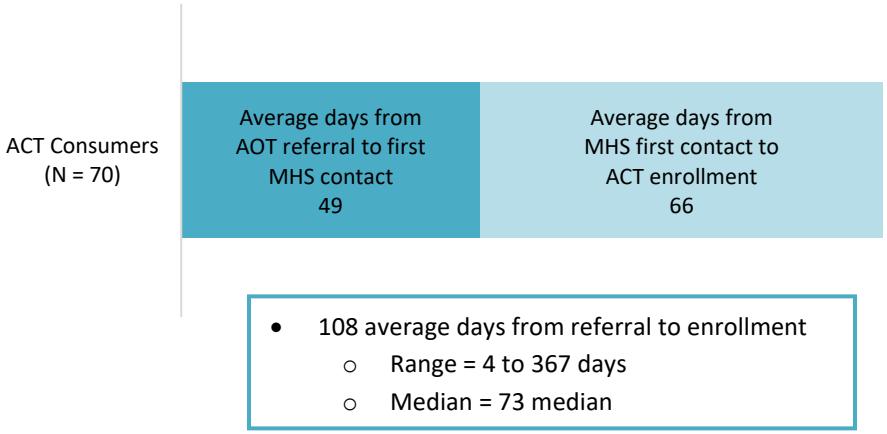
## Referral to Enrollment Outcomes

This section explores the time period between consumers' initial AOT referral and their ACT enrollment. This includes referral and investigation efforts by CCBHS FMH as well as outreach and engagement efforts by MHS.

### *The average length of time from referral to ACT enrollment is 108 days.*

Contra Costa County designed an AOT program model that sought to engage and enroll referred individuals in ACT within 120 days of referral. On average, it took the Care Team approximately 108 days to collectively conduct investigation, outreach and engagement, and enroll the referred individuals in ACT. Specifically, it took an average of 49 days from the point of AOT referral to MHS' first contact, and then 66 days from the date of MHS' first contact to enrollment in ACT (see Figure 8). This trend of the average length of time between referral and enrollment for ACT consumers being right under 16 weeks remained consistent during the entire pilot implementation period.

**Figure 8. Average Length of Time from AOT Referral to ACT Enrollment[5]**

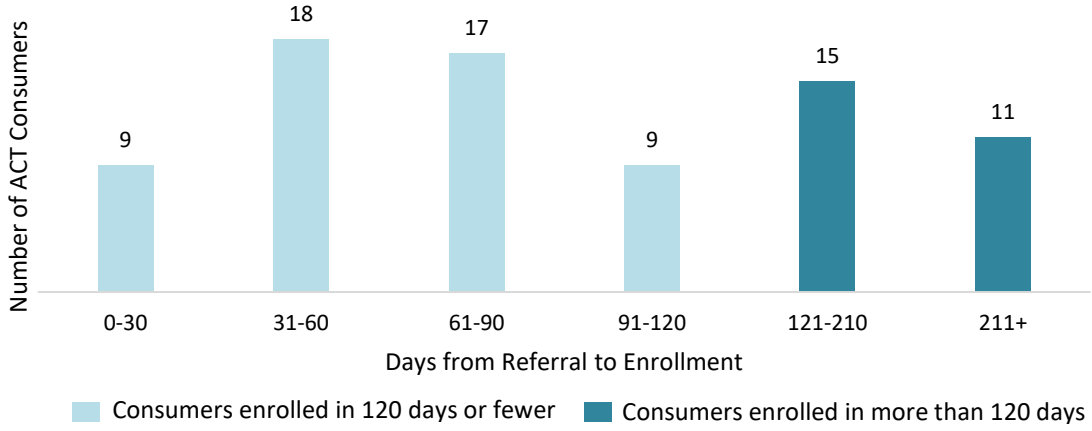



### *Approximately one out of every three ACT consumers experienced referral to enrollment periods longer than 120 days.*

Contra Costa County's AOT program model has an expected maximum period of 120 days from the point of referral to enrollment in AOT treatment services. Although the average length of time from referral to enrollment aligned with the County's program design, 26 consumers (33%) experienced investigation and outreach periods lasting longer than 120 days (see Figure 9). Data suggests that these individuals were difficult to locate, and that the Care Team invested additional time to attempt to locate them.

[5] For consumers with multiple ACT enrollments, each period from referral to enrollment is counted separately.

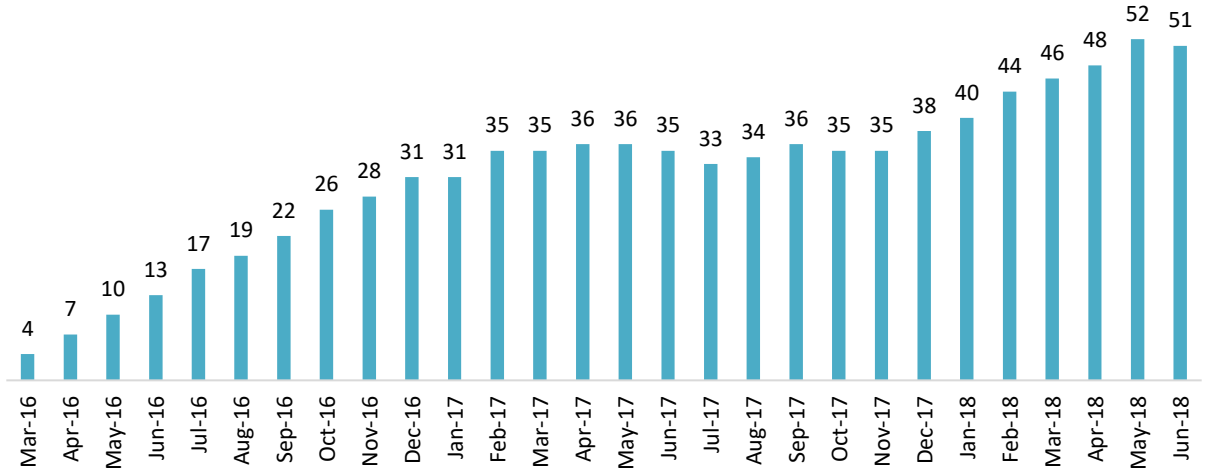
**Figure 9. Length of Time from AOT Referral to ACT Enrollment**




***The ACT program has seen a steady increase in the number of consumers enrolled during its pilot period.***

As shown in Figure 10, with few exceptions, the number of consumers enrolled in ACT during any given month has increased since the program began in February 2016. At the conclusion of this evaluation period, MHS was serving 51 enrolled consumers, with 18 individuals either still receiving outreach and engagement services or pending ACT enrollment.

**Figure 10. Number of Individuals Enrolled in ACT by Month**

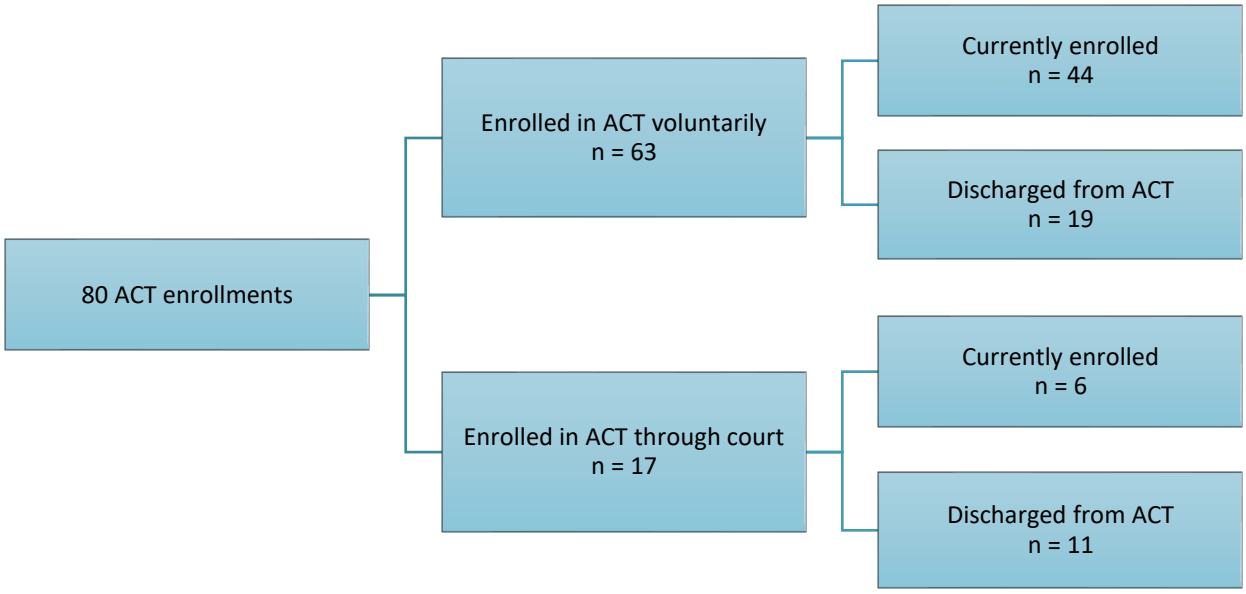



As of October 23, 2018, there were 64 consumers enrolled in treatment services with the MHS ACTiOn team.

# AOT Enrollment

As shown in Figure 11 below, MHS had a total of 79 enrollments for 70 individuals since February 2016. Seven individuals were enrolled in ACT more than once, and two of those seven re-enrolled twice. The majority of enrollments (78%, n = 62) were voluntary.

**Figure 11. AOT Treatment Program Participants**




This section includes the following components:

- A review of the ACT consumer profile, including demographic characteristics, diagnoses and baseline employment, education, and financial status;
- A discussion of consumer outcomes, including the change in their experiences of crisis episodes, inpatient hospitalizations, and homelessness; and
- A discussion of program costs and cost savings associated with reduced numbers of hospitalizations, as well as revenue generated through federal reimbursement.

## ACT Consumer Profile

The following section describes consumers' demographic characteristics, as well as their diagnoses, employment status, educational attainment, and sources of financial support when they enrolled in ACT.

### Demographics

***The majority of ACT consumers are male and White and have both primary psychotic disorders and co-occurring substance use issues.***

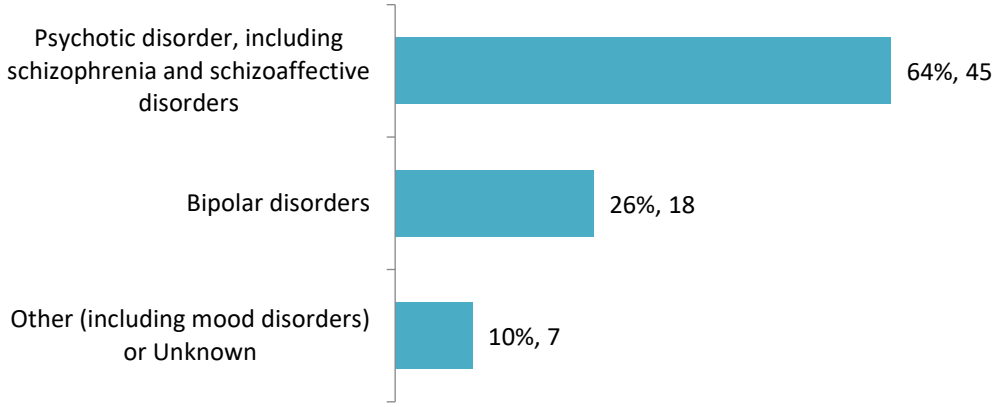
As shown in Table 5, ACT consumers were primarily male (56%, n = 39) and White (56%, n = 39). A subset of 21% (n = 15) were transitional age youth (TAY) between the ages of 18 and 25.

**Table 5. ACT Consumer Demographics (N = 70)**

| Category | ACT Consumers |
|---|---|
| *Gender* | |
| Male | 56% (n = 39) |
| Female | 44% (n = 31) |
| *Race and Ethnicity* | |
| Black or African American | 19% (n = 13) |
| Hispanic | 16% (n = 11) |
| White | 56% (n = 39) |
| Other or Unknown | 9% (n = 7) |
| *Age at Enrollment* | |
| 18 – 25 | 21% (n = 15) |
| 26+ | 79% (n = 55) |

The majority of ACT consumers (64%, n = 45) have a primary diagnosis of a psychotic disorder (see Figure 12), and 71% (n = 50) had a co-occurring substance use disorder at the time of enrollment.

**Figure 12. Primary Diagnosis at Referral (N = 70)**



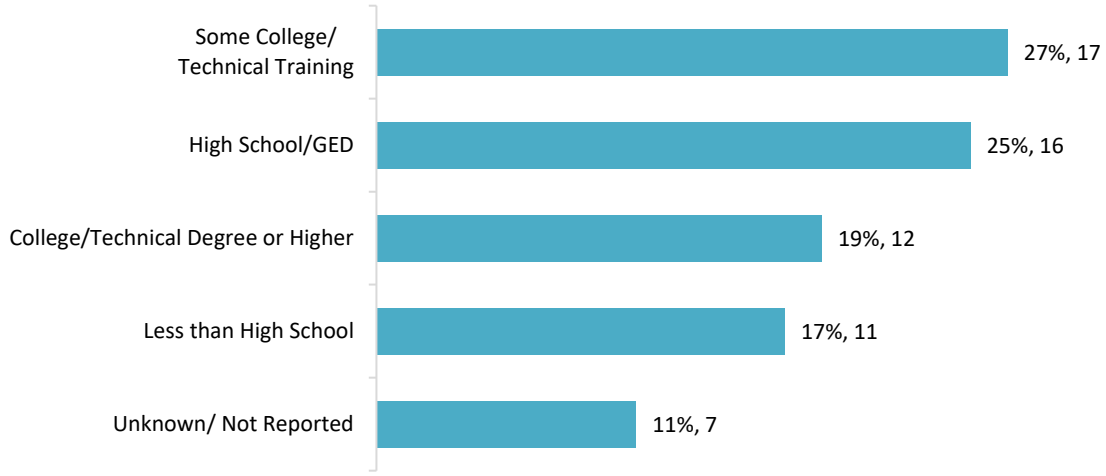

## Education, Employment, and Financial Support[6]

***Most ACT consumers are unemployed, have minimal post-high school education, and receive financial support from supplemental security income.***

At the time of enrollment, no ACT consumers were enrolled in school. Over half of ACT consumers had a GED or higher education level at the time of enrollment (see Figure 13). Slightly more than one-third (38%, n = 24) of consumers specified continuing education as a recovery goal for their time in ACT.

[6] Baseline housing, education, employment, and financial support data were available for 63 of the 70 consumers.

**Figure 13. Educational Attainment at Enrollment (N = 63)**




Over half of ACT consumers were unemployed during the 12 months prior to their enrollment in ACT (59%, n = 37). Prior employment status was not provided by 33% of consumers (n = 21) (see Figure 14). Obtaining employment was a recovery goal for almost half (46%) of ACT consumers.

**Figure 14. Employment 12 months before ACT (N = 63)**

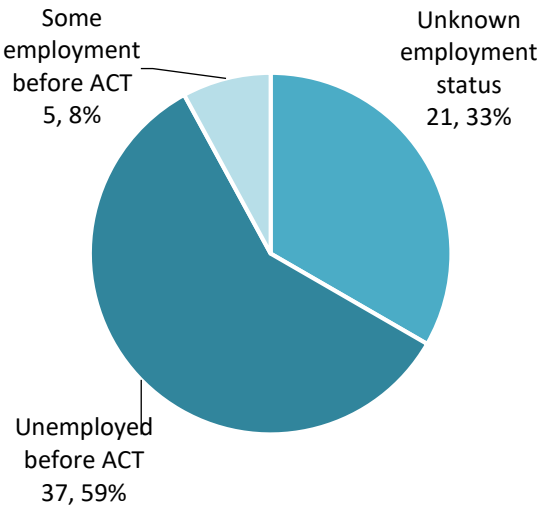



Table 6 illustrates the sources of financial support and income for ACT consumers in the 12 months prior to enrollment, as well as at the time of enrollment. The "Other" category includes a variety of financial support sources: support from family or friends, retirement/Social Security, tribal benefits, wages or savings, food stamps and housing subsidies. The majority of consumers both prior to and at enrollment received financial support from supplemental security income.

**Table 6. Sources of Financial Support at and before ACT Enrollment (N = 43)**

| Financial Support | Support Received in the Year Prior to ACT Enrollment | Support Being Received at ACT Enrollment |
|---|---|---|
| **Supplemental Security Income** | 49% (n = 31) | 45% (n =29) |
| **Other** | 36% (n = 23) | 30% (n = 19) |
| **No Financial Support or Unknown/Not Reported** | 14% (n = 9) | 24% (n = 15) |

## Service Participation

The following sections describe the type, intensity, and frequency of ACT service participation, as well as adherence to treatment.

### Fidelity to the ACT Model

To determine whether MHS' ACT services were provided to fidelity, RDA conducted a separate ACT fidelity analysis (see Appendix II). The fidelity assessment process measures the extent to which MHS' ACT treatment services align with the ACT model and to identify opportunities to strengthen ACT services. For the assessment, RDA applied the ACT Fidelity Scale developed at Dartmouth University[7] and incorporated it into a SAMHSA toolkit.[8] This established assessment includes a set of data collection activities and a scoring process in order to determine a fidelity rating as well as qualifications of assessors. MHS' ACT program was rated across 28 items within the three domains set forth in the ACT Fidelity Scale:

- Human Resources: Structure and Composition
- Organizational Boundaries
- Nature of Services

Each domain has specific criterion rated on a five-point Likert scale with clearly defined descriptions for each rating. The following chart provides an overview of the domains, criterion, and the MHS ACTiOn team's 2017 and 2018 program ratings. As shown in Table 7 below, the MHS ACTiOn team received an overall fidelity score of 4.50 indicating a high level of fidelity to the ACT model.

**Table 7. MHS ACTiOn Team's ACT Fidelity Assessment Scores (2017 & 2018)**

| Domain | Criterion | 2017 Rating | 2018 Rating |
|---|---|---|---|
| **Human Resources: Structure and Composition** | Small caseload | 5 | 5 |
| | Team approach | 4 | 5 |
| | Program meeting | 5 | 5 |
| | Practicing ACT leader | 4 | 5 |
| | Continuity of staffing | 3 | 4 |

[7] ACT Fidelity Scale retrieved on December 6, 2017 from: https://www.centerforebp.case.edu/resources/tools/act-dacts
[8] Substance Abuse and Mental Health Services Administration. *Assertive Community Treatment: Evaluating Your Program.* DHHS Pub. No. SMA-08-4344, Rockville, MD: Center for Mental Health Services Administration, U.S Department of Health and Human Services, 2008.

| Domain | Criterion | 2017 Rating | 2018 Rating |
|---|---|---|---|
| | Staff capacity | 4 | 4 |
| | Psychiatrist on team | 5 | 5 |
| | Nurse on team | 5 | 5 |
| | Substance abuse specialist on team | 5 | 5 |
| | Vocational specialist on team | 5 | 5 |
| | Program size | 5 | 5 |
| **Organizational Boundaries** | Explicit admission criteria | 2 | 5 |
| | Intake rate | 5 | 5 |
| | Full responsibility for treatment services | 5 | 5 |
| | Responsibility for crisis services | 5 | 5 |
| | Responsibility for hospital admissions | 5 | 1 |
| | Responsibility for hospital discharge planning | 5 | 5 |
| | Time-unlimited services | 5 | 5 |
| **Nature of Services** | In vivo services | 3 | 4 |
| | No drop-out policy | 3 | 5 |
| | Assertive engagement mechanisms | 2 | 5 |
| | Intensity of services | 5 | 4 |
| | Frequency of contact | 4 | 3 |
| | Work with support system | 5 | 5 |
| | Individualized substance abuse treatment | 5 | 3 |
| | Co-occurring disorder treatment groups | 5 | 3 |
| | Co-occurring disorders model | 5 | 5 |
| | Role of consumers on treatment team | 5 | 5 |
| **ACT Fidelity Score** | | **4.42** | **4.50** |

There were notable changes in scores for three domains between the 2017 and 2018 ACT fidelity assessment processes conducted with MHS. There was a large decline in the domain regarding the MHS ACTiOn team having some involvement in the decision-making around their consumers' hospital admissions. And, there were large increases in two domains: 1) the MHS ACTiOn team having explicit criteria for whom it admits into ACT services, and 2) the MHS ACTiOn team having and utilizing assertive engagement mechanisms with its consumers.

### Intensity and Frequency of ACT Services

As discussed in the methodology section, the following discussion of ACT service participation treats each enrollment individually for intensity and frequency analysis, even if an individual was enrolled more than once, in order to avoid misrepresenting service engagement. Since the program began in February 2016, eight individuals had more than one discrete enrollment. Additionally, any enrollments that were less than one month in duration were removed from the following analysis. Finally, five individuals enrolled in

ACT did not have any available service data and were not included in the analysis. As a result, the following analysis includes 71 total enrollments for 62 unique individuals.

### *The ACT team is providing a high amount of services on a very frequent basis to its consumers.*

Among the 71 total enrollments included in this analysis, consumers were enrolled and receiving ACT services for an average of 354 days. On average, they received four face-to-face service encounters per week for a total average of four hours of face-to-face services per week (see Table 8).

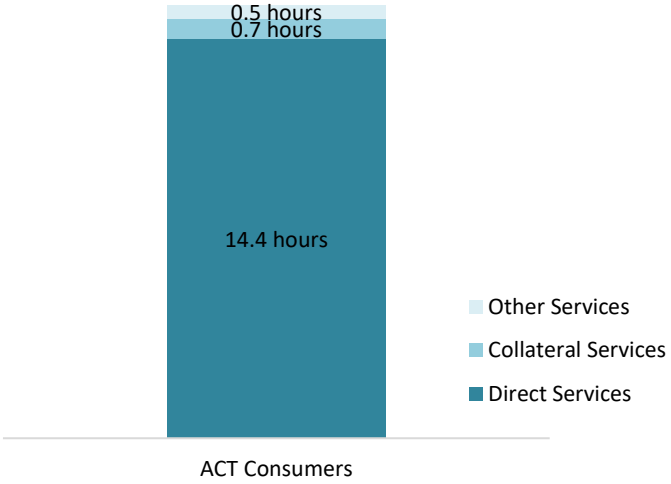
**Table 8. ACT Service Engagement (N = 71)**

| ACT Consumers | | |
|---|---|---|
| | *Average* | *Range* |
| **Length of Enrollment** | 354 days | 33-830 days |
| **Frequency of Service Encounters** | 4 face-to-face contacts per week | <1 – 13 face-to-face contacts per week |
| **Intensity of Services** | 4 hours of face-to-face contact per week | <1 – 12 hours of face-to-face contact per week |

### *The ACT team is actively providing direct services to its consumers.*

The majority of services provided by the ACT team are direct services to consumers. On average, 92% of service hours logged by ACT providers were direct services to ACT consumers, such as assessment or crisis intervention. A smaller proportion of services were with consumers' support networks or other administrative duties (see Figure 15).

**Figure 15. ACT Service Hours per Month**




## ACT Treatment Adherence and Retention

### *Two-thirds of ACT consumers (66%) were adherent to ACT treatment during program implementation.*

Treatment adherence is defined as consumers agreeing to meet with the treatment team and operationalized as receiving at least one hour of face-to-face engagement with the ACT team a minimum of two times per week. According to this definition, 33% (n = 24) of consumers did not meet this standard of adherence. This may be related to their unwillingness to engage, as well as service unavailability, which may have been impacted by staffing changes in FY 17-18 (see Figure 16 and Figure 17).

**Figure 16. Intensity of ACT Contacts per Week**

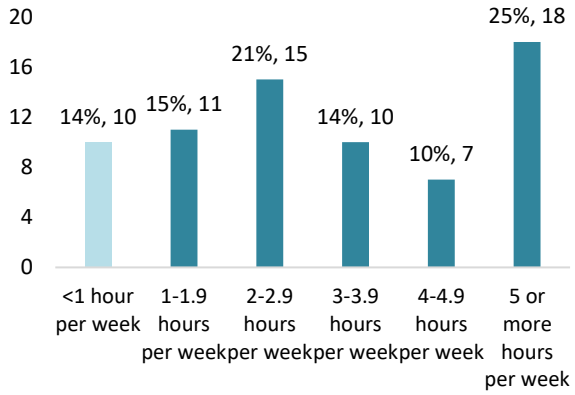
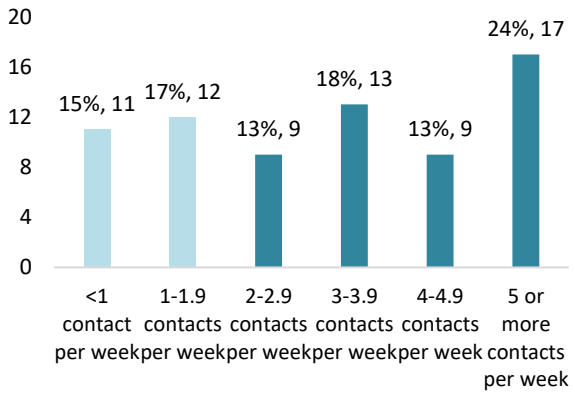
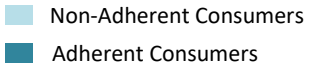



**Figure 17. Frequency of ACT Contacts per Week**




In order to account for early implementation challenges, which are common when a new program goes through its start-up phase, this treatment adherence definition was also applied only to consumers who enrolled after the first six months of implementation. With individuals from the first six months of implementation removed, the proportion of individuals who were not adherent increased from 33% to 45%. Further, when consumers who enrolled in FY 17-18 were removed from the analysis, the proportion of individuals who were not adherent decreased from 33% to 20%. These differences suggest that the staffing changes that occurred in FY 17-18 may have influenced consumers' ability to meaningfully engage in treatment, resulting in lower adherence rates as specified by this definition.

During this evaluation period, 30 individuals were discharged from the MHS ACTiOn program. Of these 30 individuals, 10 subsequently re-enrolled in the program. Moreover, during this evaluation period, seven consumers (23%) either successfully completed the program or were discharged into a more appropriate level of care, such as conservatorship or a residential treatment program.

## ACT Consumer Outcomes

The following sections provide a summary of consumers' experiences with psychiatric hospitalizations, crisis episodes, and homelessness before and during ACT enrollment.

### Crisis and Psychiatric Hospitalization

This section describes consumers' crisis stabilization episodes and psychiatric hospitalizations before, during, and after ACT enrollment. The County's PSP Billing System was used to identify consumers' hospital and crisis episodes in the 36 months prior to and during AOT enrollment.

***ACT consumers experienced a significant decrease in both the amount and frequency of crisis episodes and psychiatric hospitalizations during ACT enrollment.***

Almost all consumers (91%, n = 61) had at least one crisis episode in the three years before ACT, averaging approximately 3.1 episodes for every six months, with episodes lasting an average of 1.4 days. Fewer

consumers had a crisis episode during their ACT enrollment (52%, n = 35) with an average of 2.2 episodes each six months (see Table 9). Reductions in the proportion of consumers who experienced at least one crisis episode in the three years prior to ACT enrollment and during ACT enrollment are significant[9], suggesting that ACT participants were less likely to experience crisis episodes during AOT enrollment as a result of program participation.

**Table 9. Consumers' Crisis Episodes Before and During ACT (N = 67)[10]**

| | Before ACT Enrollment | During ACT Enrollment |
|---|---|---|
| **Number of Consumers** | 91%, n = 61 | 52%, n = 35 |
| **Average Number of Crisis Episodes** | 3.1 episodes per 180 days | 2.2 episodes per 180 days |
| **Average Length of Stay** | 1.4 days | 1.2 days |

Similarly, the number of consumers who experienced a psychiatric hospitalization decreased during ACT. Over half of ACT consumers (55%, n = 37) had at least one hospitalization in the three years before ACT, compared to 31% of consumers who experienced a hospitalization during ACT. Those with at least one hospitalization before ACT averaged approximately one hospitalization every six months, lasting approximately seven days each. Although consumers had fewer hospitalizations (0.7 per 180 days) while enrolled in ACT, the average length of stay increased slightly from 7.3 to 10.0 days (see Table 10). Reductions in the proportion of consumers who experienced a psychiatric hospitalization in the three years prior to ACT enrollment and during ACT enrollment are also significant[11], suggesting that ACT participants were also less likely to experience psychiatric hospitalizations during AOT enrollment than prior.

**Table 10. Consumers' Inpatient Hospitalizations Before and During ACT (N = 67)**

| | Before ACT Enrollment | During ACT Enrollment |
|---|---|---|
| **Number of Consumers** | 55%, n = 37 | 31%, n = 21 |
| **Average Number of Hospitalizations** | 1.0 episodes per 180 days | 0.7 episodes per 180 days |
| **Average Length of Stay** | 7.3 days* | 10.0 days** |
| **Average is 12 days if two long-term hospitalizations of over 100 days are retained;*<br>*** Average is 24 days if two long-term hospitalizations of over 100 days are retained* | | |

### *Over one-third of consumers (n = 13) continued to experience crisis episodes and/or psychiatric hospitalizations after being discharged from ACT.*

Among the 30 individuals discharged from ACT, 10 subsequently re-enrolled in the program. Seven consumers (23%) either successfully completed the program or were discharged into a more appropriate level of care, such as conservatorship or a residential treatment program. Findings suggest that the remaining consumers, who often returned to jail, PES, and inpatient hospitalization, may have been

[9] A p-value is used to determine the probability of observed findings being the result of chance. The above finding was statistically significant at a p-value threshold of .01. This indicates that there is less than a 1% likelihood that the observed outcomes are a result of chance.
[10] Three consumers were removed from the analysis because they were enrolled for less than one month.
[11] A p-value is used to determine the probability of observed findings being the result of chance. The above finding was statistically significant at a p-value threshold of .01. This indicates that there is less than a 1% likelihood that the observed outcomes are a result of chance.

discharged prematurely from ACT. In some instances, these individuals completely disengaged from treatment and could not be located. In other instances, the consumers had originally voluntarily enrolled in ACT, and there may have been opportunities to utilize the AOT petition to further compel their participation in the program.

### Criminal Justice System Involvement

This section describes consumers' criminal justice system involvement by exploring Sheriff's Office bookings, charges, and jail stay data, which were available for the 36 months prior to ACT implementation through June 30, 2018. Following an arrest, individuals are typically booked into local county jail and remain in jail until released through bail payment or on their own recognizance. The District Attorney's Office determines whether to file charges once a criminal complaint is sought. Charges are a formal allegation of an offense for which an individual is arrested and booked. Conviction data were not available for this report.

#### *Significantly fewer ACT consumers were arrested and booked during ACT enrollment.*

The proportion of ACT consumers who were arrested and booked decreased during ACT from 67% (n = 45) before enrollment to 31% (n = 21) during ACT (see Table 11).[12] While the average number of bookings stayed consistent for ACT consumers, their average length of jail stays decreased from 29 days to approximately 18.5 days.

**Table 11. Consumers' Bookings and Incarcerations before and during ACT (N = 67)**

| | Before ACT enrollment | During ACT enrollment |
|---|---|---|
| **Number of Consumers** | 67%, n = 45 | 31%, n = 21 |
| **Average Number of Bookings** | 2.3 bookings per 180 days | 2.4 bookings per 180 days |
| **Average Length of Incarceration** | 29.0 days | 18.5 days |

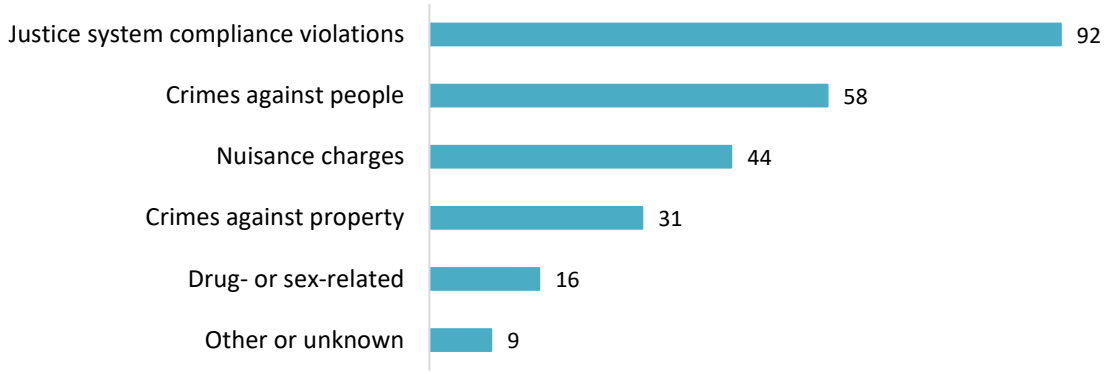
Consumers were often charged with multiple offenses during one booking. Figure 18 categorizes these charges into the following groups:

- **Justice System Compliance Violations**: Charges involving violating probation or other court orders, or obstruction.
- **Crimes against People**: Charges involving assault, battery, robbery, weapons possession, driving under the influence, false imprisonment, or violation of protective orders.
- **Nuisance**: Charges involving trespassing or disorderly conduct.
- **Crimes against Property**: Charges involving arson, theft, burglary, shoplifting, and vandalism.
- **Drug or Sex-Related Crimes**: Charges involving possession of controlled substances, indecent exposure, sexual battery, or soliciting a lewd act.
- **Other or Unknown**: Charges involving driving without a license or a suspended license, fraud, or unknown charge.

[12] A p-value is used to determine the probability of observed findings being the result of chance. The above finding was statistically significant at a p-value threshold of .01. This indicates that there is less than a 1% likelihood that the observed outcomes are a result of chance.

The majority of charges against ACT consumers were for system compliance violations, which were primarily probation violations. The majority of ACT consumers' crimes against people were either assault or battery.

**Figure 18. Types of Charges During ACT Enrollment**




## Housing

In addition to improving consumers' mental health outcomes, ACT services are also designed to support consumers in attaining suitable housing situations that support their community mental health treatment.

### *The majority of consumers either obtained or maintained housing while in ACT.*

Self-reported housing data were available for 75% (n = 53) of all ACT consumers. Among th3 53 ACT consumers with available housing data, 62% (n = 33) were in stable housing at the conclusion of the evaluation period.[13] RDA compared consumers' baseline housing status to their last known residence as of June 30, 2018 to explore changes in consumers' housing status during ACT enrollment. As shown in Figure 19, 13% (n = 7) of consumers obtained housing while enrolled in ACT, while approximately half (49%, n = 26) maintained the stable housing they had before ACT enrollment. The remaining 37% of consumers either lost their housing while in ACT, or never had nor gained stable housing.

[13] RDA used the Department of Housing and Urban Development (HUD) definition of stable housing to determine which categories from the FSP PAF and KET forms should be considered "housed."

**Figure 19. Consumers' Housing Status before and during ACT[14]**

| Consumers who obtained housing | Consumers who maintained housing | Consumers who were not stably housed |
|---|---|---|
| • **13%** of consumers were not housed before ACT but obtained housing while enrolled | • **49%** of consumers were housed before ACT and continued to maintain housing while enrolled | • **9%** of consumers were housed before ACT but did not maintain housing during ACT<br>• **28%** of consumers were not housed before or during ACT enrollment |

### Severity of Mental Illness, Self-Sufficiency, and Violent Behaviors

Consumers' abilities to function independently and participate in meaningful activities that are a part of daily living are also of key importance in ACT programs. In order to understand how ACT participation may influence these abilities, this section examines changes in consumers' severity of mental illness (assessed with the BPRS-E instrument), as well as changes in their self-sufficiency across a number of domains (assessed with the Self-Sufficiency Matrix).

#### *ACT consumers experience a significant variety of severe psychiatric symptoms.*

To assess the severity of consumers' symptoms, the MHS ACTiOn team administered the BPRS-E instrument with each consumer at the point of intake. The BPRS-E is a rating scale for clinicians to measure psychiatric symptoms and assess treatment changes across a comprehensive set of common symptom characteristics; it rates the severity of consumers' experience of symptoms from one ("not present") to seven ("extremely severe"). Overall, MHS assessed 47 of its 70 consumers at intake with the BPRS-E instrument. The average scores for ACT consumers ranged between 2.9 ("very mild" to "mild") for Activation-related symptoms to 3.6 ("mild") for Positive Symptoms (see Table 12). Some individual consumers scored up to 7 ("extremely severe") on certain domains. On average, ACT consumers demonstrated mild to moderate scores in their psychiatric symptomology at the point of AOT enrollment; but there was a high degree of variation between the minimum and maximum scores for each domain. The domain which the highest proportion of ACT consumers (23%) scoring worse than Moderately Severe was having Positive Symptoms (hallucinations, unusual thought content, suspiciousness, grandiosity).

[14] Due to rounding, percentages do not add up to 100.

**Table 12. Baseline BPRS-E Scores (N=47)[15]**

| Symptom Domains | Subscale Items | Average Score | Minimum Score | Maximum Score | % of Consumers Scoring above Moderately Severe |
|---|---|---|---|---|---|
| **Affect** | Anxiety, guilt, depression, suicidality | 3.2 | 0.5 | 5.8 | 9% |
| **Positive Symptoms** | Hallucinations, unusual thought content, suspiciousness, grandiosity | 3.5 | 0.3 | 7.0 | 23% |
| **Disorganizations** | Conceptual disorganization, disorientation, self-neglect, mannerisms-posturing | 3.0 | 0.5 | 6.0 | 6% |
| **Negative Symptoms** | Blunted affect, emotional withdrawal, motor retardation | 3.3 | 1.0 | 7.0 | 13% |
| **Activation** | Excitement, motor hyperactivity, elevated mood, distractibility | 2.9 | 0.3 | 7.0 | 11% |

| Legend: | 1 = Not Present | 2 = Very Mild | 3 = Mild | 4 = Moderate | 5 = Moderately Severe | 6 = Severe | 7 = Extremely Severe |
|---|---|---|---|---|---|---|---|

***Overall, the severity of psychiatric symptoms for ACT consumers decreased across most symptom domains during ACT program enrollment.***

MHS staff conducted the BPRS-E assessment with 26 ACT consumers at both their AOT intake and six months later (interim). The average scores for all ACT consumers ranged between 2.7 ("very mild") for Activation-related symptoms up to 3.6 for Positive Symptoms (see Table 13). The overall average severity score decreased for all psychiatric symptom domains during ACT program participation. Moreover, the Positive Symptoms domain saw the greatest decrease between intake and six months later in the proportion of ACT consumers who scored worse than moderately severe (decrease from 31% to 15% of ACT consumers).

[15] Data Source: Brief Psychiatric Rating Scale Expanded (BPRS-E)

**Table 13. Comparing Changes in BPRS-E Average Scores (N=26)[16]**

| Symptom Domains | Subscale Items | Intake | Interim | % of Consumers Scoring above Moderately Severe @ Intake | % of Consumers Scoring above Moderately Severe @ Interim |
|---|---|---|---|---|---|
| **Affect** | Anxiety, guilt, depression, suicidality | 3.0 | 2.8 | 8% | 4% |
| **Positive Symptoms** | Hallucinations, unusual thought content, suspiciousness, grandiosity | 3.6 | 3.3 | 31% | 15% |
| **Disorganizations** | Conceptual disorganization, disorientation, self-neglect, mannerisms-posturing | 3.1 | 3.0 | 12% | 23% |
| **Negative Symptoms** | Blunted affect, emotional withdrawal, motor retardation | 3.1 | 2.9 | 8% | 8% |
| **Activation** | Excitement, motor hyperactivity, elevated mood, distractibility | 2.7 | 2.4 | 8% | 8% |

| Legend: | 1 = Not Present | 2 = Very Mild | 3 = Mild | 4 = Moderate | 5 = Moderately Severe | 6 = Severe | 7 = Extremely Severe |
|---|---|---|---|---|---|---|---|

### *Across most domains, ACT clients are vulnerable in their abilities to be self-sufficient.*

Consumers' ability to be self-sufficient in their daily lives is also of key importance in AOT programs. The Self-Sufficiency Matrix, administered to the ACT clients by MHS, provides information about consumers' social functioning and independent living at intake on a scale from 1 ("in crisis") to 5 ("empowered/thriving"). Intake data was collected for 57 consumers; Table 14 reports the average scores for consumers at their first assessment. On average, consumers scored higher than 3 ("stable") in domains related to health care coverage, life skills, adult education, legal, and safety. The higher scores for these domains may be attributed to consumers achieving sufficient stability and accessing supportive services when discharged from psychiatric hospitals or other mental health facilities prior to enrolling in AOT. Consumers scored lower than 3 ("stable") in domains related to housing, employment, income, food and nutrition, relationships, transportation, community involvement, mental health, substance abuse, and disabilities. The lower scores for these domains indicate the domains in which ACT consumers may need additional support – from the ACT program or elsewhere – in order to increase their own abilities to be more sufficient in those domains.

**Table 14. Baseline Self-Sufficiency Matrix Scores (N=57)[17]**

| Domain | Average Score | Score Description |
|---|---|---|
| **Housing** | 2.6 | • 2= In transitional, temporary or substandard housing; and/or current rent/mortgage payment is unaffordable (over 30% of income) |

[16] Data Source: Brief Psychiatric Rating Scale Expanded (BPRS-E)
[17] Data Source: Self-Sufficiency Matrix (SSM)

| Domain | Average Score | Score Description |
|---|---|---|
| | | • 3= In stable housing that is safe but only marginally adequate |
| **Employment** | 1.1 | • 1= No job |
| **Income** | 2.0 | • 2= Inadequate income and/or spontaneous or inappropriate spending |
| **Food and Nutrition** | 2.6 | • 2= Household is on food stamps<br>• 3= Can meet basic food needs but requires occasional assistance |
| **Adult Education** | 3.5 | • 3= Has high school diploma/GED<br>• 4= Needs additional education/training to improve employment situation and/or to resolve literacy problems to where they are able to function effectively in society |
| **Health Care Coverage** | 3.9 | • 3= Some members (e.g. children) have medical coverage<br>• 4= All members can get medical care when needed but may strain budget |
| **Life Skills** | 3.0 | • 3= Can meet most but not all daily living needs without assistance |
| **Family/Social Relations** | 2.5 | • 2= Family/friends may be supportive but lack ability or resources to help; family members do not relate well with one another; potential for abuse or neglect<br>• 3= Some support from family/friends; family members acknowledge and seek to change negative behaviors; are learning to communicate and support |
| **Mobility/ Transportation** | 2.5 | • 2= Transportation is available, but unreliable, unpredictable, unaffordable; may have vehicle but no insurance, license, etc.<br>• 3= Transportation is available and reliable but limited and/or inconvenient; drivers are licensed and minimally insured |
| **Community Involvement** | 2.4 | • 2= Socially isolated and/or no social skills and/or lacks motivation to become involved |
| **Legal** | 3.5 | • 3= Fully compliant with probation/parole terms<br>• 4= Has successfully completed probation/parole within past 12 months; no new charges filed |
| **Mental Health** | 2.2 | • 2= Recurrent mental health symptoms that may affect behavior but not a danger to self/others; persistent problems with functioning due to mental health symptoms |
| **Substance Abuse** | 2.9 | • 2= Meets criteria for dependence; preoccupation with use and/or obtaining drugs/alcohol; withdrawal or withdrawal avoidance behaviors evident; use results in avoidance or neglect of essential life activities.<br>• 3= Use within last 6 months; evidence of persistent or recurrent social, occupational, emotional or physical problems related to use (such as disruptive behavior or housing problems); problems have persisted for at least one month |
| **Safety** | 3.4 | • 3= Current level of safety is minimally adequate; ongoing safety planning is essential |
| **Disabilities** | 2.3 | • 2= Vulnerable - sometimes or periodically has acute or chronic symptoms affecting housing, employment, social interactions, etc. |

| Legend: | 1 = In Crisis | 2 = Vulnerable | 3 = Safe | 4 = Building Capacity | 5 = Empowered |
|---|---|---|---|---|---|

### *ACT consumers experienced very little change in their self-sufficiency scores during program enrollment.*

MHS staff conducted the Self-Sufficiency Matrix (SSM) assessment at AOT enrollment and then six months later with 35 ACT consumers. Table 15 reports the average scores for those consumers at their first assessment and again six months later. On average, ***consumers' scores improved to higher (higher than 3 "stable") in domains related to housing and food and nutrition***. All the other scores remained relatively the same between these two assessment timepoints.

**Table 15. Comparing Changes in Self-Sufficiency Matrix Average Scores (N=35)[18]**

| Domain | Intake Average Score | Interim Average Score | Score Description |
|---|---|---|---|
| **Housing** | 2.9 | 3.2 | • 2= In transitional, temporary or substandard housing; and/or current rent/mortgage payment is unaffordable (over 30% of income)<br>• 3= In stable housing that is safe but only marginally adequate |
| **Employment** | 1.2 | 1.3 | • 1= No job |
| **Income** | 2.3 | 2.4 | • 2= Inadequate income and/or spontaneous or inappropriate spending |
| **Food and Nutrition** | 2.9 | 3.2 | • 2= Household is on food stamps<br>• 3= Can meet basic food needs but requires occasional assistance |
| **Adult Education** | 3.6 | 3.5 | • 3= Has high school diploma/GED 4= Needs additional education/training to improve employment situation and/or to resolve literacy problems to where they are able to function effectively in society |
| **Health Care Coverage** | 4.2 | 4.3 | • 4= All members can get medical care when needed but may strain budget |
| **Life Skills** | 3.2 | 3.5 | • 3= Can meet most but not all daily living needs without assistance |
| **Family/Social Relations** | 2.6 | 2.8 | • 2= Family/friends may be supportive but lack ability or resources to help; family members do not relate well with one another; potential for abuse or neglect<br>• 3= Some support from family/friends; family members acknowledge and seek to change negative behaviors; are learning to communicate and support |
| **Mobility/ Transportation** | 2.5 | 2.8 | • 2= Transportation is available, but unreliable, unpredictable, unaffordable; may have vehicle but no insurance, license, etc.<br>3= Transportation is available and reliable but limited and/or inconvenient; drivers are licensed and minimally insured |
| **Community Involvement** | 2.6 | 2.8 | • 2= Socially isolated and/or no social skills and/or lacks motivation to become involved<br>• 3= Lacks knowledge of ways to become involved |
| **Legal** | 3.5 | 3.6 | • 3= Fully compliant with probation/parole terms<br>• 4= Has successfully completed probation/parole within past 12 months; no new charges filed |
| **Mental Health** | 2.4 | 2.4 | • 2= Recurrent mental health symptoms that may affect behavior but not a danger to self/others; persistent problems with functioning due to mental health symptoms |
| **Substance Abuse** | 3.1 | 3.3 | • 3= Use within last 6 months; evidence of persistent or recurrent social, occupational, emotional or physical problems related to use (such as disruptive behavior or housing problems); problems have persisted for at least one month |
| **Safety** | 3.6 | 3.9 | • 3= Current level of safety is minimally adequate; ongoing safety planning is essential<br>• 4= Environment is safe, yet future of such is uncertain; safety planning is important |
| **Disabilities** | 2.5 | 2.4 | • 2= Vulnerable - sometimes or periodically has acute or chronic symptoms affecting housing, employment, social interactions, etc. |

| Legend: | 1 = In Crisis | 2 = Vulnerable | 3 = Safe | 4 = Building Capacity | 5 = Empowered |
|---|---|---|---|---|---|

### *Few ACT consumers perpetuate violence towards others and/or experience victimization.*

MHS implemented the Abbreviated MacArthur Community Violence Tool (MacArthur Tool) to assess changes in violence and victimization of consumers during ACT program enrollment. The MacArthur tool

[18] Data Source: Self-Sufficiency Matrix (SSM)

includes 17 questions that assess the frequency of violence, victimization or perpetration of assaultive behavior by consumers during the last month. Victimization and violent behaviors include behaviors that causes physical or emotional harm to themselves or others. It can range from verbal abuse to physical harm to self, others, or property.

MHS administered the MacArthur Tool with 33 ACT clients. The majority of ACT clients at baseline reported that they had not been victimized nor perpetrated violence towards someone in the month prior to enrollment. However, given the sensitive nature of these questions and that very few individuals reporting experiencing either activity during both timepoints, these results are likely an underrepresentation of these outcomes and should be interpreted with caution.

## AOT Costs and Cost Savings

### AOT Sources and Expenses

The County's AOT program is funded through a variety of sources. Mental health services provided by CCBHS and MHS are funded by MHSA Community Services and Supports (CSS) and Medi-Cal Federal Financial Participation. Legal costs associated with the program from County Counsel, the Public Defender, and the Superior Court[19] are funded through the County general fund. In FY 17-18, the entirety of the AOT program was budgeted at $2,782,500. However, the actual cost for FY 17-18 was $1,904,132.83. All partners' actual expenses were less than budgeted in FY 17-18, as demonstrated in Table 16. Of the actual expenses, $1,812,919 was funded by MHSA CSS and Medi-Cal FFP funds, and $91,214 came from the County general fund.

**Table 16. FY 17-18 AOT Budget and Actual Expenses**

| Partner | FY 17-18 Budget | FY 17-18 Actual Costs |
|---|---|---|
| **MHS** | $2,014,000 | $1,560,080 |
| **CCBHS** | $350,000 | $252,839 |
| **County Counsel** | $157,000 | $32,379 |
| **Public Defender** | $133,500 | $56,250 |
| **Superior Court** | $128,000 | $2,585 |
| **Total** | **$2,782,500** | **$1,904,133** |

For services associated with ACT, it was anticipated that 70% of all services provided would be billable and 35% of the revenue would therefore come from Medi-Cal FFP. According to CCBHS Medi-Cal billing reports, the total billing for FY 17-18 was $383,163 (25% of actual expenses), which is below what was anticipated. There are a number of factors that influence Med-Cal billing and all of the sources of funds

[19] Actual court costs for FY 17-18 were 2% of the budgeted amount, and the court agreed to participate in the program with no funds from the county beginning in FY 18-19.

for the MHS contract are MHSA and FFP, so this difference changes the amount of funding being drawn from the County's MHSA CSS allocation but does not impact the actual cost to the County.

### Cost Savings and Avoidance

Mental health and jail costs were calculated for all ACT consumers enrolled in the program (n = 70) to determine the actual cost savings and cost avoidance produced by the AOT program. Pre-enrollment costs were calculated using actual charges from PSP and jail booking data using a projected cost of $106 per consumer per day[20] for the 36 months preceding each individual's enrollment. Post-enrollment data included all PSP and jail data for the entirety of the project period following each individual's enrollment in the AOT program. Given the differences in pre- and post-enrollment timeframes, pre-enrollment costs were standardized to 29 months to allow for direct comparison. Table 17 compares the pre- and post-AOT enrollment cost differences by type of charge.

**Table 17. Pre- and Post-Enrollment Cost Comparison**

| | Pre-Enrollment | Post-Enrollment | Total Difference | Annual Estimate |
|---|---|---|---|---|
| **Outpatient and Residential Mental Health Services** | $5,280,971 | $3,868,976 | $1,411,995 | $584,274 |
| **Psychiatric Hospitalization** | $2,167,051 | $1,049,866 | $1,117,185 | $462,283 |
| **Jail Bed Days** | $507,722 | $194,192 | $313,530 | $129,737 |
| **Total Mental Health Services** | $7,448,022 | $4,918,842 | $2,529,180 | $1,046,557 |
| **Total Mental Health and Jail** | $7,955,744 | $5,113,034 | $2,842,710 | $1,176,294 |

Overall, the program reduced the total cost of care for the 70 enrolled consumers by $2,842,710 from February 2016 through June 2018 (approximately $1,176,294 per year). However, not all cost reductions resulted in actual cost savings to the County. Of this amount, the AOT program produced a hard cost savings of $1,117,185 over the first 29 months of implementation, which is approximately $462,283 per year. Given that the actual County expenditures for the program in FY 17-18 were $91,214, the program produces an estimated $371,069 of hard cost savings per year. Additionally, the program resulted in cost avoidance from reduced outpatient and residential mental health service costs as well as from a reduction in jail bed days. While these do not reflect actual cost savings to the County, they are representative of an overall reduction in the cost of services for the 70 enrolled consumers.

[20] Grattet, R. and Martin, B. (2015). *Probation in California*. Retrieved on August 24, 2017 from http://www.ppic.org/publication/probation-in-california/.

## Discussion

In February 2015, the Contra Costa County Board of Supervisors adopted a resolution to authorize the implementation of AOT for a 36-month pilot project to determine if it would effectively identify, engage, and treat a group of individuals who were previously unable to engage in mental health services and cycling in and out of crisis, hospitals, jails, and homelessness. The County also elected to implement Assertive Community Treatment (ACT), an evidence-based outpatient treatment approach that provides the highest level of outpatient services available in the community for those who need it most. This required contracting with a new service provider, MHS, to deliver ACT services in Contra Cost County. The County's AOT program became operational on February 1, 2016 and accepted its first consumer in March 2016.

One of the important components of the County's AOT program is the investigation, outreach, and engagement process used to connect individuals referred to AOT to the appropriate level of care. At the start of program implementation, fewer individuals than anticipated were enrolled in ACT, and the investigation, outreach, and engagement process was taking longer than expected (on average over three months). While this is a long period of time for individuals suffering from serious mental illness not to be connected to services, it is not too surprising that the process was taking that long given that AOT implementation required not only the development of new cross-system partnerships, but also integration of a new contracted service provider in Contra Costa County. Additionally, at program onset, both CCBHS FMH and MHS staff sought to enroll individuals in ACT on a voluntary basis if possible, and staff were very diligent in their implementation of the court process. However, after acknowledging that individuals referred to AOT continued to suffer during the investigation, outreach and engagement process, the County put steps in place to speed up the pre-enrollment process (for example, CCBHS FMH staff institutionalized processes to review whether individuals referred to AOT should receive an AOT petition on a weekly basis). While the County has implemented many changes to support the investigation, outreach and engagement process, the time from referral to ACT enrollment for all individuals referred to AOT in FY 17-18 remained on average longer than three months.

Although it has taken longer than anticipated to enroll AOT-eligible consumers into ACT, the program is reaching its target population and achieving positive outcomes. Since implementing ACT as the service component of the AOT program, MHS has scored high fidelity to the ACT model each year. MHS has maintained a commitment to supporting ACT consumers despite experiencing staffing issues that resulted in sudden turnover. As a result, fewer ACT consumers have experienced crisis episodes and psychiatric inpatient hospitalizations while enrolled in ACT because of their support commitment.

While ACT participants as a whole are experiencing positive outcomes, some continue to have trouble while enrolled in the program, with a subset of consumers continuing to experience inpatient hospitalizations and justice involvement. In addition, it appears that a number of consumers are discharged from ACT prematurely. Over one-third of consumers that have been discharged from ACT continued to experience crisis episodes and/or psychiatric inpatient hospitalizations, and many were never connected to other services upon discharge. The County should consider what the appropriate criteria for discharge is. The County can then ensure that all consumers who are discharged meet this

criterion, and that concrete steps are in place to connect discharged consumers to an appropriate level of care. This criterion should include determining for which consumers it is appropriate to file a petition through the court to compel a longer tenure of AOT participation.

# Question 2 | ACT and AOT Comparison Findings

In 2015, the County elected to implement two complementary but discrete programs, ACT and AOT. ACT is an evidence-based behavioral health program for people with serious mental illness who are at-risk of or would otherwise be served in institutional settings (e.g. hospitals, jails/prisons) or experience homelessness. ACT has the strongest evidence base of any mental health practice for people with serious mental illness, which dates back to the 1970s. When done to fidelity, ACT produces reliable results that decrease consumers' negative outcomes such as hospitalization, incarceration, and homelessness and improve psychosocial outcomes, described above. AOT has a more limited evidence base; while it has been available in some states for longer than in California, its implementation is relatively new (although becoming much more widespread). AOT refers specifically to the legal mechanism by which a judge may mandate or compel a person with serious mental illness to comply with a treatment plan on an outpatient basis. In Contra Costa County, the majority of ACT consumers (77%, n = 54) enrolled voluntarily, without the use of the AOT legal mechanism. A smaller subset of consumers (23%, n = 16) required court involvement, either through an AOT settlement agreement or a court petition, to compel participation in ACT services.

The following section explores what differences may exist between individuals who participate voluntarily and those who participate through AOT court involvement. Specifically, it examines the potential differences in the consumer profile, service patterns, and psychosocial outcomes of these individuals.[21]

## Consumer Profile

### *There are few differences in the demographics and diagnoses between consumers enrolled in ACT voluntarily and those enrolled through the court.*

Overall, the voluntary and court-ordered ACT consumer populations are similar. Both groups are mostly male and mostly White. Non-White consumers make up a slightly higher proportion of voluntary consumers (43%) compared to court-involved consumers (38%). Additionally, there is a larger proportion of transition age youth (TAY) in the court-involved population (25%) than the voluntary population (17%). In both groups, the largest proportion of consumers were diagnosed with a psychotic disorder, including schizophrenia and schizoaffective disorders.

### *While consumers in both groups received comparable amounts of outreach and engagement from MHS, it took more time for the Care Team to enroll court-involved individuals.*

[21] Given that the court-involved population is less than 20, this section reports descriptive statistic findings and does not include any inference analysis.

Overall, court-involved and voluntarily enrolled consumers received similar amounts of outreach and engagement services for both themselves and their support networks. As shown in Table 18 below, court-involved consumers received slightly more contact attempts for themselves, while voluntarily enrolled consumers received slightly more collateral contact attempts (i.e., outreach attempts with their families and other providers).

**Table 18. Outreach and Engagement Attempts by Consumer Enrollment Type**

| | All ACT Consumers | Voluntarily Enrolled ACT Consumers | Court-Involved ACT Consumers |
|---|---|---|---|
| **Number of Consumers who Received Outreach and Engagement** | 67 | 53 | 15 |
| **Average Contact Attempts per Consumer** | 8.7 | 8.4 | 9.3 |
| **Average Collateral Contact Attempts per Consumer** | 2.3 | 2.5 | 1.6 |

Notably, though consumers in both groups received comparable amounts of outreach to get enrolled in ACT services, it took on average almost two more months for court-involved consumers to enroll. From referral to AOT enrollment, voluntary consumers took an average of 96 days to enroll, while court-involved consumers took approximately 151 days.

## Service Participation

### *A larger proportion of court-involved consumers have lower service participation compared to voluntarily enrolled consumers.*

As discussed earlier, this evaluation operationalizes treatment adherence as at least one hour of face-to-face engagement with the ACT team at least two times a week. Using this definition, over half (53%) of court-involved consumers included in the analysis were not adherent, while just over a quarter (28%) of those who enrolled voluntarily were not adherent. Figure 20 and Figure 21 below illustrate this difference.

**Figure 20. Intensity of ACT Contacts per Week**

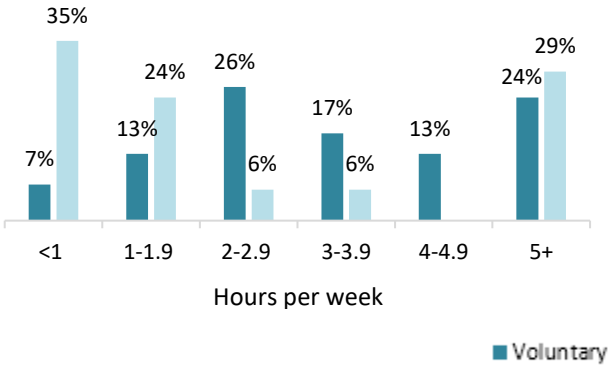
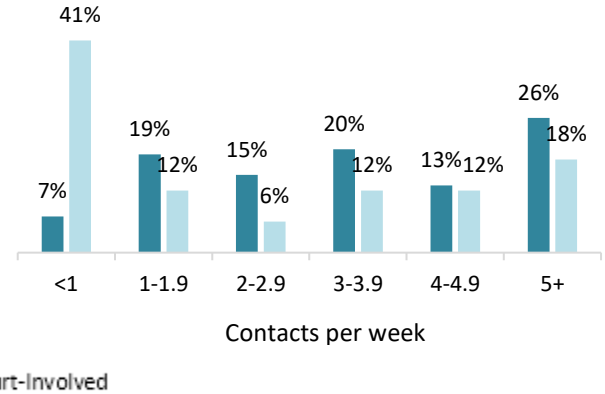



**Figure 21. Frequency of ACT Contacts per Week**



## Consumer Outcomes

The following sections provide a summary of voluntarily enrolled and court-involved consumers' experiences with psychiatric hospitalizations, crisis episodes, and housing instability before and during ACT enrollment. It also provides a high-level description of outcomes for a subset of consumers each group who were discharged from ACT.

### *Consumers who enrolled voluntarily saw a substantial decrease in crisis episodes, inpatient hospitalizations, and criminal justice involvement during ACT.*

Among the ACT consumers who enrolled voluntarily, nearly half of the consumers who had at least one crisis experience before enrollment had another crisis experience during enrollment. On average, they experienced one less episode per 180 days during ACT compared to before, and their average length of stay in a crisis facility remained about the same (see Table 19).

A similar trend exists in consumers' inpatient hospitalization experiences. First, the proportion of individuals with a hospitalization before ACT enrollment is similar between the court-involved and voluntarily enrolled consumers. However, a significantly larger proportion of court-involved consumers had a hospitalization during ACT enrollment. As with crisis episodes, the proportion of voluntarily enrolled consumers with at least one hospitalization prior to ACT decreased during their ACT enrollment, from 53% to 24%.

**Table 19. Crisis Episodes and Inpatient Hospitalizations Before and During ACT by Enrollment Type**

| | | *Before ACT Enrollment* | | *During ACT Enrollment* | |
|---|---|---|---|---|---|
| | | ***Crisis*** | ***Hospitalization*** | ***Crisis*** | ***Hospitalization*** |
| **Voluntarily Enrolled ACT Consumers (n = 51)** | Number of Consumers | 90%, n = 46 | 53%, n = 27 | 47%, n = 24 | 24%, n = 12 |
| | Average Number of Episodes | 3.2 episodes per 180 days | 1.1 episodes per 180 days | 2.1 episodes per 180 days | 0.8 episodes per 180 days |
| | Average Length of Stay | 1.5 days | 13.3 days | 1.2 days | 25.8 days |
| **Court-Involved ACT Consumers (n = 16)** | Number of Consumers | 94%, n = 15 | 63%, n = 10 | 69%, n = 11 | 56%, n = 9 |
| | Average Number of Episodes | 2.9 episodes per 180 days | 0.9 episodes per 180 days | 2.7 episodes per 180 days | 0.8 episodes per 180 days |
| | Average Length of Stay | 1.3 days | 8.1 days | 1.2 days | 21.3 days |

As shown in Table 20, a larger proportion of court-involved consumers were arrested and booked both prior to and during ACT enrollment, compared to voluntarily enrolled consumers.

**Table 20. Consumers' Bookings and Incarcerations Before and During ACT by Enrollment Type**

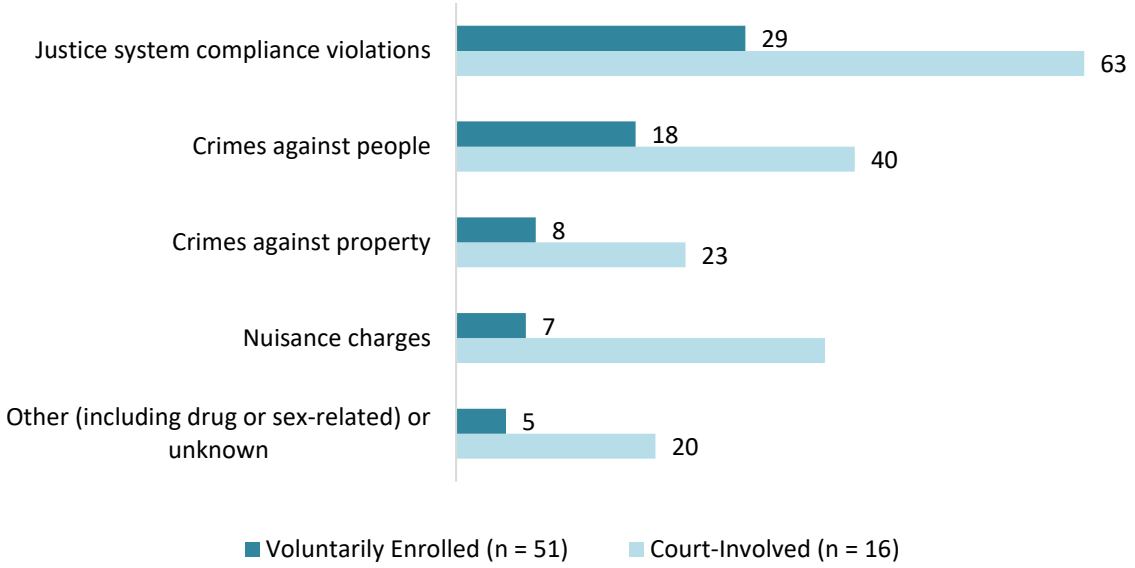
| | | Before ACT Enrollment | During ACT Enrollment |
|---|---|---|---|
| **Voluntarily Enrolled ACT Consumers (n = 51)** | Number of Consumers | 61%, n = 31 | 20%, n = 10 |
| | Average Number of Bookings | 1.7 bookings per 180 days | 0.7 bookings per 180 days |
| | Average Length of Incarceration | 33.7 days | 14.4 days |
| **Court-InvolvedACT Consumers (n = 16)** | Number of Consumers | 88%, n = 14 | 69%, n = 11 |
| | Average Number of Bookings | 3.6 bookings per 180 days | 3.9 bookings per 180 days |
| | Average Length of Incarceration | 18.5 days | 22.3 days |

The disparity in criminal justice outcomes between court-involved and voluntarily enrolled consumers is also apparent in the number and type of charges they received for each booking. Charges were categorized in the following way:

- **Justice System Compliance Violations**: Charges involving violating probation or other court orders, or obstruction.
- **Crimes against People**: Charges involving assault, battery, robbery, weapons possession, driving under the influence, false imprisonment, or violation of protective orders.
- **Nuisance**: Charges involving trespassing or disorderly conduct.
- **Crimes against Property**: Charges involving arson, theft, burglary, shoplifting, and vandalism.
- **Drug or Sex-Related Crimes**: Charges involving possession of controlled substances, indecent exposure, sexual battery, or soliciting a lewd act.
- **Other or Unknown**: Charges involving driving without a license or a suspended license, fraud, or unknown charge.

As shown in Figure 22, while the number of people who were booked and charged during ACT was similar (10 voluntary consumers and 11 court-involved consumers), court-involved consumers were booked more and charged with more offenses.

**Figure 22. Types of Charges During ACT by Enrollment Type**




### *A subset of discharged consumers in both consumer groups were likely discharged prematurely.*

As of June 30, 2018, eight of the voluntarily enrolled ACT consumers were discharged without re-enrolling in the program. About half of these individuals were likely discharged prematurely, as they could not be found and/or experienced additional inpatient, crisis, and justice episodes following discharge. Among court-involved consumers, a similar trend was observed. Moreover, in both groups, an even smaller portion of discharged consumers either successfully graduated from AOT or were discharged to a more appropriate level of care, such as conservatorship or residential treatment.

### *A larger proportion of voluntarily enrolled consumers were stably housed compared to court-involved consumers.*

The majority of voluntarily enrolled ACT consumers either maintained or obtained stable housing from the time of enrollment to their most recent KET before June 30, 2018. Approximately half of court-involved consumers were able to maintain or obtain stable housing during this period.

## Discussion

In 2016, Contra Costa County implemented two complementary but discrete programs, ACT and AOT. ACT has a robust evidence base dating back to the 1970s, and is a service model widely implemented across the nation and internationally. AOT has a more limited evidence base and provides a mechanism to compel treatment for individuals who are unable to engage in mental health services and who are a danger to themselves or others.

All individuals enrolled in Contra Costa County's ACT program were referred to AOT through the County's AOT referral line, however only one-quarter of ACT consumers (23%, n=16) were compelled to treatment through court involvement. There were negligible differences in the demographic characteristics of consumers who enrolled in ACT voluntarily versus those who enrolled with court involvement: both groups were mostly male and mostly White, and the largest proportion of consumers in both groups were diagnosed with a psychotic disorder, including schizophrenia and schizoaffective disorders. The average age of consumers was also similar; however, there is a larger proportion of transition age youth (TAY) in the court-involved population (25%) than the voluntary-enrolled population (17%).

While ACT consumers are mostly similar across demographic characteristics, a greater proportion of court-involved consumers participated in services fewer than two times per week (53%) for less than two hours per week (59%) compared to voluntarily enrolled consumers (26% and 20% respectively). Additionally, the proportion of court-involved AOT consumers who experienced crisis episodes or psychiatric inpatient hospitalizations while enrolled in ACT compared to prior did not significantly decrease, while among consumers who enrolled in ACT voluntarily, the proportion who experienced crisis episodes and psychiatric inpatient hospitalizations significantly decreased while enrolled in ACT because of program participation.

When taken together, these findings indicate that people who enroll in ACT with court involvement have lower levels of participation in the program than those who enroll on a voluntary basis and subsequently experience smaller decreases in crisis and hospitalization than their voluntary counterparts. However, they are more likely to be TAY and have shorter tenures in the program. Given that the County made substantive changes to increase the use of the petition and civil court component of this program in its final year, these analyses should be interpreted cautiously as the lower age of the court-involved group and their shorter tenure in the program may be influencing these results. Regardless, Contra Costa County and MHS should continue to work together to develop strategies to support court-involved ACT consumers so that they are more likely to become adherent to their treatment plans and experience positive outcomes while enrolled in AOT. The County may also wish to consider what role AOT plays in the TAY system of care and how to best leverage this resource to intervene as early on as is possible in the development of serious mental illness.

# Question 3 | ACT and FSP Comparison Findings

In this section of the report, RDA compares ACT and AOT consumers with Full Service Partnership consumers (i.e., individuals participating in FSP services) in order to examine the addition of AOT and ACT to the existing system of mental health services, and better understand differences in consumer profiles, service utilization, and outcomes between the County's FSP and ACT/AOT populations. Descriptions of these populations are provided below:

- **FSP consumers** are those individuals who enrolled in and received services from an FSP program. FSP consumers are generally those who are experiencing crisis and hospitalization, incarceration, and/or homelessness and are willing and able to engage in voluntary services without additional support. Generally, these individuals are able to follow through with services enough so as not to require a separate referral or outreach and engagement from a third party or civil court involvement.
- **ACT and AOT consumers** are those individuals who enrolled in and received services from MHS' ACTiOn team voluntarily and those who required civil court involvement to compel participation in MHS' services. For these consumers, a qualified requestor has referred them to the program and FMH and/or MHS has proactively provided outreach and engagement to encourage participation. Unlike FSP, these individuals required additional support to connect to mental health services and had not been successful in accomplishing this independently. However, with assertive outreach and engagement, ACT consumers were able to participate in mental health services voluntarily. Only after civil court compulsion were AOT consumers able to participate in mental health services. Throughout this section of the report, RDA refers to all individuals receiving ACT services through MHS' ACTiOn team (including AOT consumers who only agreed to participate after being compelled through the AOT court mechanism) as ACT consumers, or the ACT population, in order to compare these individuals with the County's FSP population.

The research questions answered in this section include the following:

- What, if any differences exist between those who are able to participate in FSP services versus those who are unable to participate without the additional supports and provisions included within AOT? In other words, are there characteristics that can be identified which explain who may be able more likely to engage in FSP services versus those who are unlikely to engage without AOT?
- What are the differences in services provided by FSP versus ACT? Given that both models are intended to serve similar populations with a flexible, interdisciplinary team, this question will explore the differences in service frequency and intensity of FSP services as compared to ACT.
- What are the differences in outcomes for those who are able to participate in FSP services versus those who are unable to participate without the additional supports and provisions included

within AOT? Given the potential differences in persons served and actual services provided, there may also be differences in outcomes between the two groups that may inform future service designs and/or modifications as well as treatment assignments.

Unless otherwise specified, all ACT consumers (including those enrolled after court involvement) were included in the following analysis. FSP consumers were included if they enrolled in an FSP program on or after the AOT program start date (February 1, 2016).

## Consumer Profile

This section provides a summary of the demographic characteristics and diagnoses among the ACT and FSP populations, highlighting key differences across each group.

***The FSP and ACT populations are similar across age and gender; however, compared to the FSP population, there is a greater proportion of White consumers and a smaller proportion of Black and Latino consumers enrolled in ACT.***

As shown in Table 21, the gender breakdown of ACT and FSP consumers is similar, as is the age breakdown. There are significant differences in the racial and ethnic make-up of each consumer group. Specifically, Black or African American consumers made up a greater proportion of FSP programs (35%, n = 57) than in the ACT program (19%, n = 13).[22] Additionally, White consumers made up a greater proportion of ACT (56%, n = 39) than in the FSP programs (31%, n = 51).

**Table 21. Demographic Characteristics of ACT and FSP Consumers**

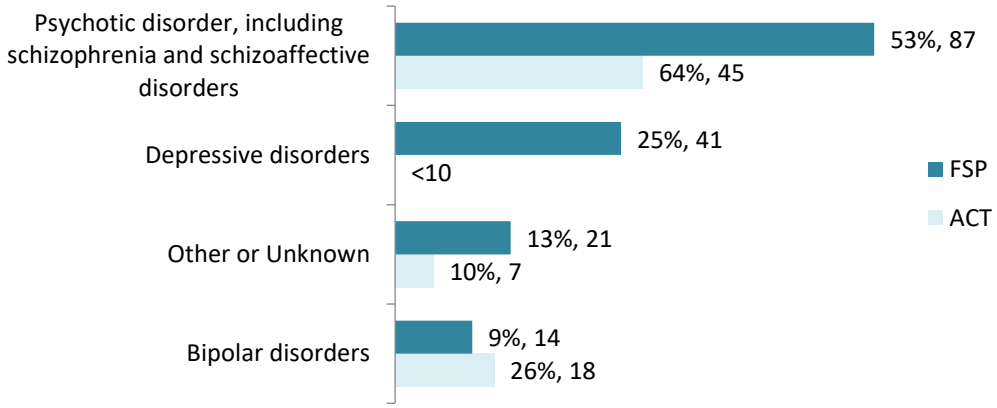
| | ACT Consumers (N =70) | FSP Consumers (N = 163) |
|---|---|---|
| ***Gender*** | | |
| Male | 56% (n = 39) | 57% (n = 93) |
| Female | 44% (n = 31) | 43% (n = 70) |
| ***Race and Ethnicity*** | | |
| Black or African American | 19% (n = 13) | 35% (n = 57) |
| Hispanic | 16% (n = 11) | 19% (n = 31) |
| White | 56% (n = 39) | 31% (n = 51) |
| Other or Unknown | 9% (n = 7) | 15% (n = 24) |
| ***Age at Enrollment*** | | |
| 18 – 25 | 21% (n = 15) | 31% (n = 51) |
| 26 + | 79% (n = 55) | 69% (n = 112) |

***ACT consumers were more likely to be diagnosed with a disorder that included psychosis (i.e. psychotic and bipolar disorders) and less likely to be diagnosed with unipolar depression.***

[22] This finding was statistically significant at a p-value threshold of .05. This indicates that there is a less than 5% likelihood that the observed outcomes are a result of chance.

Consumers in the FSP programs and ACT program differed in their behavioral health diagnoses. As shown in Figure 23, a significantly larger proportion of ACT consumers were diagnosed with bipolar disorders (25%, n = 18) compared to FSP consumers (9%, n = 14).[23] Additionally, a significantly larger proportion of FSP consumers were diagnosed with depressive disorders (25%, n = 41) than ACT consumers (n < 10).[24]

**Figure 23. Mental Health Diagnoses of ACT and FSP Consumers**




Overall, almost all ACT (92%) consumers were diagnosed with psychotic or bipolar disorders, compared to 62% of FSP consumers who were diagnosed with psychotic or bipolar disorders at the time of enrollment. These findings suggest that ACT consumers may have had more acute or severe symptoms than FSP consumers at the time of enrollment.

## Service Participation

The following section provides a summary of service utilization experiences across the ACT and FSP populations, highlighting key differences in service dosage between each group.

### *ACT consumers engaged in services more often and for longer durations than FSP consumers.*

ACT and FSP consumers were enrolled for similar lengths of time over the course of the evaluation period. As would be expected based on the different service delivery models, consumers enrolled in ACT received, on average, a greater service dosage than consumers enrolled in FSP programs. Over half of all ACT consumers (68%, n = 48) engaged in treatment at least two times per week, for one hour per week, compared to only 38% of FSP consumers (n = 63).[25] On average, ACT consumers received significantly

[23] This finding was statistically significant at a p-value threshold of .05. This indicates that there is a less than 5% likelihood that the observed outcomes are a result of chance.
[24] This finding was statistically significant at a p-value threshold of .001. This indicates that there is a less than 1% likelihood that the observed outcomes are a result of chance.
[25] This finding was statistically significant at a p-value threshold of .001. This indicates that there is a less than 1% likelihood that the observed outcomes are a result of chance.

more face-to-face service contacts (3.8 versus 1.8) for greater durations (3.6 hours versus 2.8 hours) each week.[26] Table 22 provides a summary of these differences.

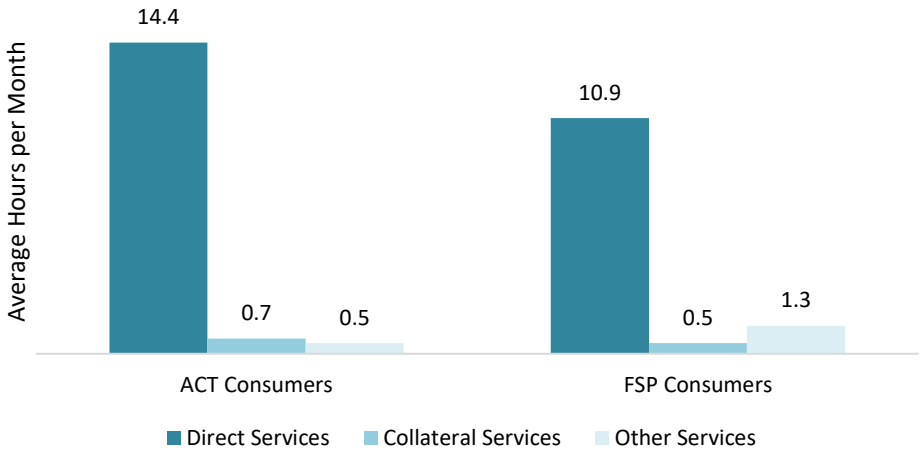
**Table 22. ACT and FSP Consumer Service Engagement**

| | ACT Consumers (N = 71[27]) | | FSP Consumers (N = 167[28]) | |
|---|---|---|---|---|
| | *Average* | *Range* | *Average* | *Range* |
| **Length of Enrollment** | 354 days | 33-830 days | 400 days | 38 – 880 days |
| **Frequency of Service Encounters** | 3.8 face to face contacts per week | <1 – 13 face-to-face contacts per week | 1.8 face-to-face contacts per week | <1 – 8 face-to-face contacts per week |
| **Intensity of Services** | 3.6 hours of face-to-face contact per week | <1 – 12 hours of face-to-face contact per week | 2.8 hours of face-to-face contact per week | <1 – 13 hours of face-to-face contact per week |

### *ACT consumers also received more direct services than FSP consumers.*

On average, ACT consumers received significantly more hours of direct service contact per month than FSP consumers. However, FSP consumers received significantly more hours of other types of services, including linkage and advocacy, plan development, or placement services.[29] Figure 24 shows the distribution of the types of services received by ACT and FSP consumers.

**Figure 24. Service Hours per Month for ACT and FSP Consumers**




[26] This finding was statistically significant at a p-value threshold of .001 for service frequency and .05 for intensity. This indicates that there are a less than 1% and 5% likelihood that the observed outcomes are a result of chance, respectively.
[27] Eight individuals were enrolled in ACT at least once. Their enrollments are counted separately in this analysis. One individual enrolled for less than 30 days was dropped from the analysis. Five individuals enrolled in ACT did not have data available and were not included in the analysis.
[28] Four individuals were enrolled in an FSP twice. Their enrollments are counted separately in this analysis.
[29] These findings were statistically significant at a p-value threshold of .05 and .001. This indicates that there are a less than 5% and 1% likelihood that the observed outcomes are a result of chance, respectively.

Both FSP and ACT providers also deliver services in a variety of settings. ACT and FSP consumers received services in many settings at similar rates, including in-home-based settings (family homes or the unlocked facilities), the field, and clinics. However, ACT consumers received a greater proportion of their services (about 3%) in an institutional setting (i.e., jail or inpatient) than FSP consumers (less than 1%). Additionally, FSP consumers received, on average, a greater proportion of services over the phone (about 22%) compared to ACT consumers (about 17%).

# Consumer Outcomes

The following sections provide a summary of ACT and FSP consumers' experiences with psychiatric inpatient hospitalizations, crisis episodes, housing instability, and employment before and during enrollment.[30] These sections also explore the crisis and hospitalization outcomes for ACT and FSP consumers who were discharged from their respective program at least 30 days prior to the end of the evaluation period (June 30, 2018).

## Crisis Episodes and Psychiatric Inpatient Hospitalizations

This section describes ACT and FSP consumers' crisis stabilization episodes and psychiatric hospitalizations before, during, and after enrollment. The County's PSP Billing System was used to identify consumers' hospitalizations and crisis episodes in their 36 months prior to enrollment, as well as during and after enrollment.

### *A greater proportion of ACT consumers experienced adverse outcomes prior to program enrollment compared to FSP consumers.*

Almost all ACT consumers (91%, n = 61) experienced at least one crisis episode in the three years before ACT, compared to 75% of FSP consumers (n = 122) who experienced a crisis episode prior to their most recent FSP enrollment. Additionally, over half of ACT consumers (55%, n = 37) experienced a psychiatric hospitalization, compared to 42% (n = 68) of FSP consumers who did in the three years prior to program enrollment (see Table 23). These differences are significant and demonstrate that, compared to FSP consumers, a greater proportion of ACT consumers experienced these outcomes prior to enrollment.[31] Furthermore, ACT consumers who had a crisis episode and/or hospitalization experienced them more often than FSP consumers.

[30] Housing stability and employment were key measures that CCBHS wanted to explore with this AOT evaluation.
[31] This finding was statistically significant at a p-value threshold of .05. This indicates that there is a less than 5% likelihood that the observed outcomes are a result of chance.

**Table 23. ACT and FSP Consumers' Crisis Episodes and Psychiatric Hospitalizations Before and During Program Enrollment[32]**

| | ACT Consumers (N = 67) | | | |
|---|---|---|---|---|
| | ***Before ACT Enrollment*** | | ***During ACT Enrollment*** | |
| | *Crisis* | *Hospitalization* | *Crisis* | *Hospitalization* |
| **Number of Consumers** | 91%, n = 61 | 55%, n = 37 | 52%, n = 35 | 31%, n = 21 |
| **Average Number of Episodes** | 3.1 episodes per 180 days | 1.0 episodes per 180 days | 2.2 episodes per 180 days | 0.7 episodes per 180 days |
| **Average Length of Stay** | 1.4 days | 7.6 days | 1.2 days | 10.0 days** |
| | **FSP Consumers (N = 163)** | | | |
| | ***Before FSP Enrollment*** | | ***During FSP Enrollment*** | |
| | *Crisis* | *Hospitalization* | *Crisis* | *Hospitalization* |
| **Number of Consumers** | 75%, n = 122 | 42%, n = 68 | 43%, n = 70 | 19%, n = 31 |
| **Average Number of Episodes** | 1.5 episodes per 180 days | 0.6 episodes per 180 days | 2.3 episodes per 180 days | 0.9 episodes per 180 days |
| **Average Length of Stay** | 1.2 days | 8.5 days* | 1.2 days | 8.1 days** |
| **Average is 12 days if two long-term hospitalizations of over 100 days are retained;*<br>*** Average is 24 days if two long-term hospitalizations of over 100 days are retained* | | | | |

***The proportion of both ACT and FSP consumers experiencing crisis episodes and psychiatric hospitalization, as well as the frequency of those experiences, decreased during enrollment.***

As noted previously, a smaller proportion of ACT consumers experienced a crisis episode (52%) or psychiatric hospitalization (31%) while enrolled in ACT compared to their three years prior to ACT enrollment. The same is true for FSP programs, which also saw reductions in the proportion of consumers experiencing crisis episodes (43%) and psychiatric hospitalizations (19%) while enrolled in FSP compared to prior. These reductions in the proportions of consumers who experienced at least one crisis episode or hospitalizations are significant, suggesting that ACT and FSP participants were less likely to experience these outcomes while enrolled because of program participation and not by chance.

***During enrollment, ACT consumers had comparable crisis experiences to FSP consumers, suggesting that the intensive services ACT consumers receive are effective and have the potential to support ACT consumers in reaching a level of stability similar to FSP consumers.***

While a slightly higher percentage of ACT consumers (52%) than FSP consumers (43%) experienced crisis episodes while enrolled in ACT or FSP, these differences were not statistically significant. This indicates that the differences may be a result of chance. Thus, we cannot conclude that ACT consumers are more likely than FSP consumers to experience crisis while enrolled in outpatient mental health services. This could suggest that ACT participation is supporting consumers to reach a level of stability similar to FSP

[32] Three consumers were removed from the analysis because they were enrolled for less than one month.

consumers during program enrollment. However, it is worth noting that a significantly greater proportion of ACT consumers continued to experience psychiatric hospitalizations during enrollment in comparison to FSP consumers.

### *A group of ACT and FSP consumers appear to have been discharged prematurely without being connected to an appropriate level of care.*

As of June 30, 2018, among the 30 ACT consumers and 43 FSP consumers who were discharged prior to the end of the evaluation period, only 10 ACT consumers and 11 FSP consumers had new episode openings. This is of concern because anyone discharged from ACT or FSP programs may continue to need professional support and should be connected to an appropriate level of care within 30 days. Among the 10 ACT consumers with at least one episode opening after discharge, seven (70%) continued to experience crises and/or psychiatric hospitalizations after discharge before getting connected with other services. Discharged FSP consumers experienced better outcomes, as only three (27%) cycled in and out of crisis episodes without being connected to services.

## Housing Status

In order to reliably compare housing outcomes for individuals enrolled in ACT and an FSP program, all providers submitted a point-in-time Key Event Tracking (KET) form that documented consumers' housing status at the time of enrollment and again during the period of July 1 – August 15, 2018.

For the AOT population, at the point of AOT enrollment, 35% (n=19 of 55)[33] of consumers reported experiencing homelessness in the prior 12 months. These AOT consumers reported being homeless for an average of 8.0 months out of the prior 12 months. Between consumers' AOT enrollment and July 1 – August 15, 2018, there was an 18% reduction in AOT consumers experiencing homelessness.

For the FSP population, at the point of FSP enrollment, 45% (n=115 of 257) of consumers reported experiencing homelessness in the prior 12 months. These FSP consumers reported being homeless for an average of 7.5 months out of the prior 12 months. Between consumers' FSP enrollment and July 1 – August 15, 2018, there was a 23% reduction in FSP consumers experiencing homelessness.

Compared to the AOT consumers served by the MHS ACT program, FSP consumers appear to exhibit the following homelessness patterns (see Table 24):

- Similar homelessness patterns (35% of AOT consumers, 45% of FSP consumers); and
- Similar lengths of homelessness in the year prior to program enrollment (8.0 months for AOT clients, 7.5 months for FSP clients).

[33] The point-in-time KET forms were completed between July 1 – August 15, 2018, which is after this report's evaluation period (February 1, 2016 – June 30, 2018). Because of this discrepancy, data was received and included for two additional AOT clients for whom data were not available during the evaluation window.

**Table 24. Homelessness Measures for AOT and FSP Clients**

| Homelessness Measures | AOT Consumers | FSP Consumers |
|---|---|---|
| **Homeless at some point in 12 months prior to program enrollment (% Y/N)** | 35% | 45% |
| **Length of homelessness in 12 months prior to program enrollment (# of months)** | 8.0 months | 7.5 months |
| **Homeless at some point in 30 days prior to program enrollment (% Y/N)** | 41% | 45% |
| **Homeless at some point during July 1 – August 15, 2018 (% Y/N)** | 23% | 22% |

## Employment

For the AOT population, at the point of enrollment, less than 10% of AOT consumers reported having employment at some point in the prior 12 months. These AOT consumers reported being employed for an average of 26.0 weeks out of the prior 12 months, for an average of 24.3 hours per week. Between consumers' AOT enrollment and July 1 – August 15, 2018, there is a 16% increase in consumers having employment, with a corresponding average increase of 8.5 hours per week of employment.

For the FSP population, at the point of enrollment, 18% (n=46 of 258) of FSP consumers reported having employment at some point in the prior 12 months. These FSP consumers reported being employed for an average of 18.7 weeks out of the prior 12 months, for an average of 22.4 hours per week. Between consumers' FSP enrollment and July 1 – August 15, 2018, there is a 14% decrease in consumers having employment, with a corresponding average decrease of 2.8 hours per week of employment.

Compared to the AOT consumers served by the MHS ACT program, FSP consumers appear to exhibit the following employment patterns (see Table 25):

- Increased employment prior to program enrollment (<10% of AOT clients, 18% of FSP clients);
- Shorter lengths of employment prior to program enrollment (26.0 weeks for AOT clients, 18.7 weeks for FSP clients); and
- Decreases in employment during program enrollment (16% increase for AOT clients, 11% decrease for FSP clients).

**Table 25. Employment Measures for AOT and FSP Consumers**

| Employment Measures | AOT Consumers | FSP Consumers |
|---|---|---|
| **Employed at some point in 12 months prior to program enrollment (% Y/N)** | <10% | 18% |
| **Length of employment in 12 months prior to program enrollment (# of weeks)** | 26.0 weeks | 18.7 weeks |

| Employment Measures | AOT Consumers | FSP Consumers |
|---|---|---|
| **Average amount of employment in 12 months prior to program enrollment (hours/week)** | 24.3 hours/week | 22.4 hours/week |
| **Employed at some point in 30 days prior to program enrollment (% Y/N)** | <10% | 18% |
| **Employed at some point during July 1 – August 15, 2018 (% Y/N)** | 21% | 7% |
| **Average amount of employment in 30 days prior to program enrollment (hours/week)** | 16.5 hours/week | 20.0 hours/week |
| **Average amount of employment in July 1 – August 15, 2018 (hours/week)** | 25.0 hours/week | 17.2 hours/week |

## Discussion

RDA sought to better understand Contra Costa County's ACT implementation as related to the effectiveness of the County's FSP programs by comparing outcomes of ACT and FSP consumers, respectively. First, RDA assessed whether there were significant differences between each population at the time of enrollment. Next, they assessed whether there were differences in patterns of service receipt. Lastly, differences in consumer outcomes were assessed.

As expected, findings demonstrated that at the time of program enrollment, ACT consumers exhibited more severe psychiatric symptoms than FSP consumers. A significantly greater percentage of ACT consumers (92%) than FSP consumers (62%) were diagnosed with psychotic or bipolar disorders at enrollment, and significantly greater proportions of ACT consumers experienced crisis episodes (91%) and psychiatric inpatient hospitalizations (55%) than FSP consumers (75% and 42%, respectively) in the three years prior to program enrollment.

As would be expected based on the two different service delivery models, individuals enrolled in ACT received more intense services than individuals enrolled in an FSP program. On average, ACT consumers received significantly more service contacts for greater durations than FSP consumers each week, of which a greater proportion were also for direct services (as opposed to collateral or some other type of services). For both populations, services had the intended effects, as ACT and FSP consumers both experienced significant reductions in crisis and hospitalization episodes during program enrollment. The intensive services that ACT consumers received appear to be more effective than FSP services, since ACT consumers generally experienced greater improvements in their psychiatric symptoms. This was evidenced by ACT consumers achieving a level of stability similar to FSP consumers, despite starting out significantly less stable prior to enrollment.

As is the case with ACT consumers, there appears to be a group of FSP consumers who are discharged prematurely, and not immediately connected with appropriate services. As a result, some of these consumers continue to experience crisis and hospitalization without receiving regular outpatient treatment for their mental health condition. The County should consider what potentially more appropriate discharge criteria would be for both FSP and ACT consumers. The County could then explore ways to ensure that all consumers who are discharged from either program type meet these criteria, and that concrete steps are in place to connect discharged consumers to an appropriate level of care. This criterion should include determining for which consumers it is appropriate to file an AOT petition through the court to compel participation in outpatient mental health services.

# Summary of Findings

## Program Development and Continuous Quality Improvement

Prior to the decision to implement AOT, the County and stakeholders worked together to consider and design a program that would meet the needs of people with the most serious mental illness who were "falling through the cracks." As a result of these efforts, the Board of Supervisors directed County departments to implement ACT and AOT, which combined a new service model and a civil court process. In the initial stages of implementation, County agencies collaborated on the new processes and procedures required to support the referral and investigation process as well as the court component. As with any new program in its formative stages, there were unanticipated challenges along the way that the County and stakeholders worked together to address, including how to:

- Ensure that qualified requestors had the knowledge and resources to make appropriate referrals to the program for individuals most in need;
- Reduce the length of time from referral to enrollment, particularly for those individuals who were continuing to experience crisis, hospitalization, and incarceration and/or homelessness during the investigation and outreach process;
- Determine the most efficient and effective ways for FMH and MHS to work together on referred individuals, engage them in care, and identify the need for a petition, where indicated; and
- Discern the appropriate use of the petition and benefit of the civil court component to encourage participation in ACT services.

While the County and partners worked diligently to identify and resolve these issues as they arose, the net impact early on in the process was that not all qualified requestors were equipped to do so, enrollment in the program took longer than expected for eligible individuals, and there was hesitation to implement the court component. This resulted in a lower census than originally estimated despite a continued perception of need for these high-end services. Along the way, the County and partners sought to proactively identify and address issues as well as seek input from stakeholders, elected officials, and the evaluation team as to how they might continuously improve the program. Their efforts included:

- A renewed effort to provide educational presentations and training to the entirety of qualified requestors, with a particular focus on law enforcement, linking police with the CORE teams to ensure that any beat police officer could connect with a provider from CORE to refer eligible individuals;
- Attendance at weekly case rounds at Contra Costa Regional Medical Center for PES and Unit 4C to identify potential AOT candidates, as well as partner on discharge planning for referred and enrolled consumers;
- A change from a concurrent to a consecutive pre-enrollment phase whereby FMH conducted the referral and investigation process to determine eligibility prior to engaging MHS; and

- A new set of monitoring and communication practices for FMH to continuously review referred and enrolled individuals throughout the referral and investigation, outreach and engagement, and voluntary ACT service enrollment phases and ensure that those individuals who require or would benefit from the civil court component have a petition filed.

These investments in ongoing continuous quality improvement have increased the diversity of qualified requestors, shortened the length of time from referral to enrollment, more swiftly implemented the court component for those who require that level of support, and ultimately increased the number of consumers who are enrolled in and benefitting from the program. While each of these issues has been cause for concern at different times, the commitment of the County, partners, and stakeholders to openly and honestly raise these issues and implement process improvements is what has supported this program to grow to its present capacity. As has been seen across California, AOT programs take time to launch and mature despite the high level of need for these services. In almost every County across California who implemented AOT, the time to launch the program took longer than expected and initial enrollment numbers were lower than expected. Contra Costa County's commitment to this program and the investment in continuous quality improvement is something that should be recognized, appreciated, and preserved.

# Service Delivery

## ACT Fidelity

ACT has one of the strongest evidence-bases of any mental health intervention for reducing crisis and hospitalization, incarceration, and homelessness for those with the most serious mental illness when performed to fidelity. One component of this program evaluation was to engage in ACT fidelity monitoring in order to support ACT implementation in the County as well as ensure that outcomes observed in the program were not influenced by fidelity issues. In other words, regular fidelity monitoring ensured that evaluation findings could be attributed to AOT and AOT implementation rather than ACT fidelity issues. While the ACT team did experience some challenges early on with recruitment and hiring and understanding that the use of AOT and the civil court component was in alignment with the ACT model, as well as the staff turnover in early-2018, they continued to score in the high-fidelity range across all three annual fidelity assessments. Additionally, they implemented all recommended programmatic improvements suggested in the fidelity assessments to further align the program with the evidence-based model. In comparison to other counties, not all counties are implementing ACT as the service component of AOT, and many counties who have ACT programs do not engage in fidelity monitoring to ensure that their ACT programs are delivered in alignment with the model and producing the expected outcomes. Contra Costa County's commitment to implementing this level of service to fidelity ensures that consumers with the highest level of need who enroll in the program, either voluntarily or through civil court involvement, have access to evidence-based interventions with the highest likelihood of being effective. As seen through the outcomes in preceding sections, this investment has clearly made a difference for the consumers who had access to these services, their families, and their communities.

### Length of Tenure

The ACT model is designed to be time-unlimited and allows for consumers to participate in the program for as long as is needed, and the California Welfare and Institutions Code allows for a judge to enter into a settlement agreement or issue a court order for AOT in six-month increments. Research suggests people participating in AOT generally experience reductions in crisis and hospitalization, incarceration, and homelessness during the program and that these benefits are more likely to continue after discharge from AOT if the consumer participates in AOT for at least 12 months, regardless of whether or not they continue to participate in mental health services on an outpatient basis. In Contra Costa County, the average length of enrollment in ACT and AOT is approximately one year, although there is a proportion of consumers who participated for less than 12 months. If the County continues to provide ACT and AOT, it may be useful to consider how to best keep individuals engaged and enrolled for at least 12 months, if not longer, in order to preserve the benefits arising from service participation. To this end, the County may need to determine if there are any barriers to service authorization or court processes that would preclude consumers from receiving the maximum benefit from their time in the program.

### Symptoms versus Negative Outcomes

One of the primary reasons that the County implemented AOT was to address the needs of those with the most serious mental illness who were unable and/or unwilling to participate in mental health services and were continuing to experience crisis and hospitalization, incarceration, and/or homelessness. This included a desire to reduce symptoms, improve quality of life, and address issues related to public safety. It is interesting to note that while the program did succeed in reducing crisis and hospitalization, incarceration, and homelessness, the level of symptoms experienced by individuals remained relatively static as did measures of self-sufficiency and violence and victimization. This means that the combination of ACT and AOT was able to successfully support individuals with the most serious mental illness in the community and reduce experiences of crisis and hospitalization, incarceration, and homelessness without reducing symptoms or other mental health indicators. To this end, the County has demonstrated that it has the capacity to successfully support the target population within the community using ACT and AOT and reduce experiences of confinement.

## Level of Care Impressions

### Full Service Partnership and Assertive Community Treatment

When the County elected to implement ACT, in addition to AOT, a new level of service became available that was more intensive than FSP programs and could be easily combined with the AOT civil court component. Early on, there were questions about how FSP differed from ACT and if both types of programs could be expected to serve the same types of consumers with similar rates of success. Based on the County's experience over the past three years, it has become clear that:

1. FSP and the ACT programs are serving different consumer groups. While both FSP and ACT consumers have a serious mental illness, ACT consumers are more likely to have a psychotic disorder. Additionally, while FSP and ACT consumers have experiences of crisis and hospitalization, ACT consumers experience higher rates of crisis and hospitalization prior to enrollment.
2. FSP and ACT provide different levels of service. The amount of service provided is higher for the ACT team than FSP programs. The ACT team also receives a higher level of funding to provide this additional service.
3. FSP and ACT teams produce similar outcomes when consumers are in the correct level of care. FSP and ACT consumers alike experience reductions in crisis and hospitalization, incarceration, and homelessness as a result of participating in the programs. However, there are a number of ACT consumers who were originally enrolled in FSP and were referred to the ACT team as a result of needing a more intensive program and/or the civil court component.

Given the data resulting from this evaluation and the entirety of the County's experience over the past three years of implementation, it may be useful for the County to develop data-informed benchmarks to support level of care decisions regarding FSP and ACT. While the consequences are minimal for referring someone to ACT who could otherwise improve or maintain with FSP, the consequences of referring someone to FSP who really actually requires ACT to remain in the community are impactful. Specifically, the County may wish to consider developing guidance based on individuals' level of crisis and hospitalization to better inform whether they should be referred to FSP or ACT services.

## AOT and the Use of Petition

Across the state and nation, there has been a renewed discussion about how to best: 1) support individuals with the most serious mental illnesses; 2) interrupt the repetitive cycle of crisis and hospitalization, incarceration, and/or homelessness; and 3) compel participation in outpatient mental health services for those who are unable and/or unwilling to participate on a voluntary basis but do not meet criteria for involuntary services. In order to address this issue, the County elected to implement both ACT and AOT.

At the beginning of program implementation, there appeared to be agreement that voluntary service participation was preferred when possible, and that the use of the court petition should be reserved for those who would not consent to services on a voluntary basis despite the program's best efforts to do so. This led to an investment of time and resources with referred individuals to obtain their voluntary participation in ACT services and prolonged the amount of time from referral to enrollment. Specifically, the data showed that:

- Referred individuals were continuing to experience crisis and hospitalization, incarceration, and/or homelessness post-referral and that it may be useful to file a petition sooner in order to interrupt these experiences; and
- Some portion of consumers who enrolled on a voluntary basis were not benefiting from the program as expected, and a petition may be useful to compel more consistent participation,

prevent premature discharge, and reduce the experiences of crisis and hospitalization, incarceration, and/or homelessness.

As a result of these learnings, the County and partners worked together to establish mechanisms to review whether or not a petition would be useful on a monthly basis during the investigation and outreach periods as well as implementing a review of consumers who enrolled on a voluntary basis and continued to struggle with crisis and hospitalization, incarceration, and/or homelessness. Across the state, some counties have also struggled with the tension between voluntary service participation for those who were able to do accept and participate in outpatient mental health services and those who require a petition and civil court involvement to do so. Contra Costa County's ability to swiftly engage in process improvements based on evaluation findings and stakeholder feedback has resulted in an increased use of the petition for those who require that level of support and has ultimately helped more individuals engage in medically necessary mental health services more quickly.

## Conclusion

Overall, this evaluation documents Contra Costa County's efforts to serve individuals with the most serious mental illnesses in the community using evidence-based practices and interventions. Across all of the interim evaluation reports and continuing through this evaluation period, it is clear that people who participate in ACT and AOT experience benefits, specifically in reducing experiences of crisis and hospitalization, incarceration, and homelessness. While the program took longer than originally anticipated to get started and there were challenges to address along the way, the County and its partners worked diligently over the pilot period to strengthen the program and ensure that those individuals most in need had access to services that were likely to help them. If the County extends the approval of these investments in ACT and AOT, it will be important to continue to monitor the program and make adjustments informed by the data gathered and lessons learned to ensure that the program and investments continue to produce the expected results for consumers, their families, and the community.

# Appendices

## Appendix I. AOT Eligibility Requirements[34]

In order to be eligible, the person must be referred by a qualified requestor and meet the defined criteria:

- The person is 18 years of age or older.
- The person is suffering from a mental illness.
- There has been a clinical determination that the person is unlikely to survive safely in the community without supervision.
- The person has a history of lack of compliance with treatment for his or her mental illness, in that at least one of the following is true:
    a. At least 2 hospitalizations within the last 36 months, including mental health services in a forensic environment.
    b. One or more acts of serious and violent behavior toward himself or herself or another, or threats, or attempts to cause serious physical harm to himself or herself or another within the last 48 months.
- The person has been offered an opportunity to participate in a treatment plan by the director of the local mental health department, or his or her designee, provided the treatment plan includes all of the services described in Section 5348, and the person continues to fail to engage in treatment.
- The person's condition is substantially deteriorating.
- Participation in the assisted outpatient treatment program would be the least restrictive placement necessary to ensure the person's recovery and stability.
- In view of the person's treatment history and current behavior, the person is in need of assisted outpatient treatment in order to prevent a relapse or deterioration that would be likely to result in grave disability or serious harm to himself or herself, or to others, as defined in Section 5150.
- It is likely that the person will benefit from assisted outpatient treatment.

[34] Welfare and Institutions Code, Section 5346

# Appendix II. MHS' ACTiOn Team 2018 Fidelity Assessment Report

## Introduction

As an evidence-based psychiatric rehabilitation practice, Assertive Community Treatment (ACT) provides a comprehensive approach to service delivery to consumers with serious mental illness (SMI). ACT uses a multidisciplinary team, which typically includes a psychiatrist, a nurse, substance abuse and vocational specialists, and a peer counselor. ACT is characterized by 1) low client to staff ratios; 2) providing services in the community rather than in the office; 3) shared caseloads among team members; 4) 24-hour staff availability, 5) direct provision of all services by the team (rather than referring consumers to other agencies); and 6) time-unlimited services. When done to fidelity, the ACT model consistently shows positive outcomes for individuals with psychiatric disabilities. This flexible, client-driven comprehensive treatment has been shown to reduce risk and improve mental health outcomes.

The ACT service-delivery model relies on a multidisciplinary team of professionals who work closely together to serve consumers with the most challenging and persistent mental health needs. The ACT team works as a unit rather than having individual caseloads in order to ensure that consumers receive the services and support necessary to live successfully in the community. The ACT team provides direct services to consumers *in vivo,* which means the ACT team must have a flexible service delivery model, providing consumers the services they need in the places and contexts they need them, as opposed to primarily in an office setting.

ACT is a nationally recognized evidence-based practice with evidence dating back to the 1970s. According to outcomes from 25 randomized controlled trials, compared to usual community care, ACT more successfully engages clients into treatment, substantially reduces psychiatric hospital use, increases housing stability, and moderately improves symptoms and subjective quality of life.[35] Perhaps more importantly, research also suggests there are no negative outcomes associated with the ACT service delivery model. Recent research seeking to identify which client populations ACT is most effective for demonstrates that ACT is strongly effective and cost-effective for clients with a high frequency of psychiatric hospitalizations and less effective and not cost-effective for clients with a low frequency of psychiatric hospitalizations.

In Contra Costa County, Mental Health Systems (MHS) administers ACT. It is funded by the Mental Health Services Act (MHSA) Community Services and Supports as a Full Service Partnership program, and serves as the service component of Contra Costa's Assisted Outpatient Treatment (AOT) program. ACT offers adults with serious mental illness a full service partnership program that addresses mental health, housing needs, and community reintegration. Clients in the program have access to any team member, small caseloads for more individualized attention, nursing services and psychiatry, housing supports, and 24-hour availability.

[35] Bond, G.R., Drake, R.E., Mueser, K.T., and Latimer, E. (2001). Assertive Community Treatment for people with severe mental illness. *Disease Management and Health Outcomes, 9*(3), 141-159.

## Fidelity Assessment Process

Contra Costa County, as part of a larger evaluation of the AOT program, was interested in learning about ACT implementation. The intention of the fidelity assessment process is to measure the extent to which MHS' ACT team is in alignment with the ACT model and to identify opportunities to strengthen ACT/AOT services. For this component of the evaluation, RDA applied the ACT Fidelity Scale, developed at Dartmouth University[36] and codified in a SAMHSA toolkit.[37] This established assessment process sets forth a set of data collection activities and scoring process in order to determine a fidelity rating as well as the requisite qualifications for assessors.

Roberta Chambers, PsyD, and Jamie Dorsey, MSPH, conducted the ACT Fidelity Assessment. Both raters have extensive experience in community mental health programs as well as quality improvement and evaluation.

The fidelity assessment began with a series of project launch activities. This included:

1. Project launch call with MHS to introduce the fidelity assessment and desired outcomes, describe the assessment process, and confirm logistics for the assessment site visit.
2. Data request to CCBHS and MHS in advance of the site visit to obtain descriptive data about consumers enrolled in ACT since program inception.

The assessors conducted a full-day site visit at MHS' ACT team office in Concord, CA on June 20, 2018. During the site visit, the assessors engaged in the following activities:

- ACT team meeting observation
- Interviews with eight (8) ACT team members
- Review of available documentation
- Consumer focus group
- Family member focus group
- Debrief with the ACT team

Concurrently, RDA obtained data from CCBHS and MHS and conducted descriptive analyses of the demographics and service utilization patterns of consumers enrolled in ACT.

Following the site visit and data analysis, the assessors each completed the fidelity rating scale independently and then met to seek consensus on each rating and to identify recommendations to strengthen MHS' ACT program fidelity rating. The results of that discussion and the fidelity assessment are presented in the proceeding Results and Discussion sections.

[36] http://www.dartmouth.edu/~implementation/page15/page4/files/dacts_protocol_1-16-03.pdf

[37] Substance Abuse and Mental Health Services Administration. *Assertive Community Treatment: Evaluating Your Program.* DHHS Pub. No. SMA-08-4344, Rockville, MD: Center for Mental Health Services Administration, U.S Department of Health and Human Services, 2008.

## Fidelity Assessment Results

The ACT program was rated on the following three domains set forth in the ACT Fidelity Scale:

- Human Resources: Structure and Composition
- Organizational Boundaries
- Nature of Services

Each domain has specific criterion rated on a 5-point Likert scale with clearly defined descriptions for each rating. The following chart provides an overview of the domains, criterion, and the MHS ACTiOn team's 2017 and 2018 program ratings. As shown in the table below, **the MHS ACTiOn team received an overall fidelity score of 4.50 indicating a high level of fidelity to the ACT model.** The following section provides descriptions, justifications, and data sources for each criterion and rating.

| Domain | Criterion | 2017 Rating | 2018 Rating |
|---|---|---|---|
| **Human Resources: Structure and Composition** | Small caseload | 5 | 5 |
| | Team approach | 4 | 5 |
| | Program meeting | 5 | 5 |
| | Practicing ACT leader | 4 | 5 |
| | Continuity of staffing | 3 | 4 |
| | Staff capacity | 4 | 4 |
| | Psychiatrist on team | 5 | 5 |
| | Nurse on team | 5 | 5 |
| | Substance abuse specialist on team | 5 | 5 |
| | Vocational specialist on team | 5 | 5 |
| | Program size | 5 | 5 |
| **Organizational Boundaries** | Explicit admission criteria | 2 | 5 |
| | Intake rate | 5 | 5 |
| | Full responsibility for treatment services | 5 | 5 |
| | Responsibility for crisis services | 5 | 5 |
| | Responsibility for hospital admissions | 5 | 1 |
| | Responsibility for hospital discharge planning | 5 | 5 |
| | Time-unlimited services | 5 | 5 |
| **Nature of Services** | In vivo services | 3 | 4 |
| | No drop-out policy | 3 | 5 |
| | Assertive engagement mechanisms | 2 | 5 |
| | Intensity of services | 5 | 4 |
| | Frequency of contact | 4 | 3 |
| | Work with support system | 5 | 5 |
| | Individualized substance abuse treatment | 5 | 3 |
| | Co-occurring disorder treatment groups | 5 | 3 |
| | Co-occurring disorders model | 5 | 5 |

| Domain | Criterion | 2017 Rating | 2018 Rating |
|---|---|---|---|
| | Role of consumers on treatment team | 5 | 5 |
| **ACT Fidelity Score** | | **4.42** | **4.50** |

## Human Resources: Structure and Composition

### *Small caseload: 5*

Small caseload refers to the consumer-to-provider ratio, which is 10:1 for ACT programs. MHS' ACTiOn team received a rating of 5 for this criterion as at they have 9.5 FTEs who provide direct services, as well as two administrative staff, for 49 active consumers, which exceeds the 10:1 consumer-to-provider ratio. This was assessed through personnel records and staff interviews.

### *Team Approach: 5*

Team approach refers to the provider group functioning as a team rather than as individual team members with all ACT team members knowing and working with all consumers. MHS' ACTiOn team received a rating of 5 for this criterion as more than 90% of consumers had face-to-face interactions with more than one team member in a two-week period. This was assessed through consumer records and further supported through the team meeting observation, staff interviews, and consumer and family focus groups. *This is an increase from the 2017 rating of 4 when 70% of consumers had face-to-face interactions with more than one team member in a two-week period.*

### *Program Meeting: 5*

The program meeting item measures the frequency with which the ACTiOn team meets to plan and review services for each consumer. MHS' ACTiOn team received a rating of 5 for this criterion as the team meets at least four times per week and reviews every consumer in each meeting. Assessors observed the program meeting during the site visit and observed the team discussion for every consumer as well as confirmed the frequency of the program meeting through available documentation and staff interviews.

### *Practicing ACT Leader: 5*

Practicing ACT leader refers to the supervisor of frontline staff providing direct service to consumers. MHS' ACTiOn team received a rating of 5 as the Team Leader spends at least 50% of their time providing direct services to consumers. The rating was assessed through staff interviews and was supported through the team meeting observation, review of consumer records, and consumer and family focus groups. *This rating is an increase from the 2017 rating of 4 when the Team Leader spent approximately 30% of their time providing direct services. It is important to note that the MHS ACTiOn team had significant changes in leadership during the past year, including a new Team Leader.*

### *Continuity of Staffing: 4*

Continuity of staffing measures the program's level of staff retention. Full fidelity requires less than 20% turnover within a two-year period. During the evaluation period, 10 staff discontinued employment with MHS' ACTiOn team, resulting in a 36% turnover rate. As the turnover rate falls within the range of 20-39%, the rating for this measure is 4. The turnover rate was assessed through a review of personnel records and staff interviews. *This rating is an increase from the 2017 rating of 3, when there was a 47% turnover rate.*

### *Staff Capacity: 4*

Staff capacity refers to the ACT program operating at full staff capacity. Full fidelity requires the program to operate at 95% or more of full staff capacity over the last 12 months. According to personnel records, MHS' ACTiOn team operated at 82% of full staff capacity over the previous year, resulting in a rating of 4 as it falls within the range of 80-90%. Although the ACTiOn team also received a rating of 4 in 2017, there was a slight decrease in staff capacity from 2017 where the team operated at 94% staff capacity during the evaluation period. The reduced staff capacity reflects staff transitions and turnover in the past year due to changes in MHS ACTiOn team leadership.

### *Psychiatrist on Team: 5*

Fidelity to the ACT model requires 1.0 FTE psychiatrist per 100 consumers. Currently, MHS' ACTiOn team provides 0.5 FTE psychiatrist for 49 active consumers, as reported by staff and personnel records. This results in a rating of 5. Once the program is at full capacity of 75 enrolled consumers, the team will require a 0.75 FTE psychiatrist to meet full fidelity to the ACT model.

### *Nurse on Team: 5*

The ACT model requires a 1.0 FTE nurse per 100 consumers. Currently, MHS' ACTiOn team employs one full-time licensed vocational nurse (LVN) for the 49 active consumers, as observed by personnel records and staff interviews. This exceeds the required ratio and results in a rating of 5. The ACT model does not specify the level of nursing required in terms of Registered Nurse (RN) versus LVN or Licensed Psychiatric Technician (LPT); however, there are differences in scope of practice between an RN and LVN or LPT in California. In previous years, the ACTiOn team has included an RN as a part of the team, although the position is currently vacant. While additional nursing is not required for up to 50 consumers, the ACTiOn team may wish to consider hiring an RN as the second nursing position as the program increases enrollment.

### *Substance Abuse Specialist on Team: 5*

The ACT model includes two staff with at least one year of training or clinical experience in substance abuse for 100 consumers. Currently, MHS' ACTiOn team employs 1.0 FTE substance abuse specialist for the 49 active consumers, as observed by personnel records and staff interviews. This meets the required ratio, given there are 49 active consumers and results in a rating of 5. Once the program is at full capacity of 75 enrolled consumers, the team will require at least 1.5 FTE with the requisite experience in substance abuse to meet full fidelity to the ACT model.

### *Vocational Specialist on Team: 5*

The ACT model includes two staff with at least one year of training or experience in vocational rehabilitation and support for 100 consumers. MHS' ACTiOn team includes 1.0 FTE who meet criteria for a vocational rehabilitation specialist, as observed by personnel records and staff interviews. This meets the required ratio for 49 enrolled consumers and results in a rating of 5. Once the program is at full capacity of 75 enrolled consumers, the team will require at least 1.5 FTE with the requisite experience in training or experience in vocational rehabilitation and support to meet full fidelity to the ACT model.

### *Program Size: 5*

Program size refers to the size of the staffing to provide necessary staffing diversity and coverage. MHS' ACTiOn team meets the staffing ratio, as observed by personnel records and staff interview. This results in a rating of 5.

## Organizational Boundaries

### *Explicit Admission Criteria: 5*

Explicit admission criteria refers to 1) measureable and operationally defined criteria to determine referral eligibility, and 2) ability to make independent admission decisions based on explicitly defined criteria. MHS' ACTiOn team, in partnership with CCBHS, has explicit admission criteria for enrollment into ACT. Although the responsibility for identifying and engaging potential ACT consumers lies primarily with CCBHS as part of the larger AOT program, MHS also independently outreaches to and assesses referred individuals for ACT criteria and works closely with CCBHS to reach consensus around who should be enrolled in the program. This results in a rating of 5, which was assessed through staff interviews and program documentation. *The rating demonstrates significantly improved collaboration between CCBHS and the MHS ACTiOn Team during the admission process, represented by a substantial increase from the 2017 rating of 2, when MHS accepted referred consumers they did not believe met criteria.*

### *Intake Rate: 5*

Intake rate refers to the rate at which consumers are accepted into the program to maintain a stable service environment. In order to implement ACT with fidelity, a provider should have a monthly intake rate of six or lower. In the past six months, there have been no more than six consumers admitted in any given month, resulting in a rating of 5. This was assessed through consumer records and staff interviews.

### *Full Responsibility for Treatment Services: 5*

Fidelity to the ACT model requires that ACT programs not only provide case management services but also provide psychiatric services, counseling/psychotherapy, housing support, substance abuse treatment, and employment and rehabilitative services. Currently, MHS' ACTiOn team provides the full range of services, including psychiatric services, counseling/psychotherapy, housing support, substance abuse treatment, and employment and rehabilitative services, resulting in a rating of 5. This was observed through team meeting observation, staff interviews, a review of consumer records, and input from consumer and family focus groups.

### *Responsibility for Crisis Services: 5*

The ACT model includes a 24-hour responsibility for covering psychiatric crises. MHS' ACTiOn team provides 24-hour coverage through a rotating on-call system shared by all program staff, with the exception of administrative staff. The Team Leader provides back-up coverage and support. This results in a rating of 5, which was assessed through staff interviews, team meeting observation, and input from the consumer focus group.

### *Responsibility for Hospital Admissions: 1*

The ACT model includes the ACT team participating in decision-making for psychiatric hospitalization. The MHS ACTiOn team is willing and available to participate in all decisions to hospitalize consumers. However, this requires that hospitals and emergency departments are 1) aware that a consumer is enrolled in ACT, and 2) willing to involve the ACT team in the decision-making process. ACTiOn team members shared that when possible, they share their opinion of whether a consumer should be hospitalized when arriving with a consumer at PES. However, the ACTiOn team noted that PES does not meaningfully involve the MHS ACTiOn team in the decision-making process and typically only notifies the ACTiOn team when the consumer has already been hospitalized or is being discharged from PES. This removes a key function of the ACT program to intervene with consumers and reduce associated hospitalizations and results in a rating of 1. *This rating represents a marked decrease from the 2017 rating of 5. As noted previously, the MHS ACTiOn team experienced significant staff turnover and changes in leadership during the past year, and it is unclear if the lower rating reflects changes in hospital admission processes or differences in how ACTiOn team leadership describes the hospital admission process. Nevertheless, MHS shared that they are*

*currently working with CCBHS to strengthen collaboration with PES to improve communication and shared decision-making for PES discharge and hospital admission planning for enrolled consumers.*

### *Responsibility for Hospital Discharge Planning: 5*

The ACT model includes the ACT team participating in hospital discharge planning. Although MHS' ACTiOn team is infrequently involved in the decision to hospitalize consumers, the ACTiOn team works closely with Unit 4C and other inpatient units once a consumer is hospitalized and collaborates with inpatient units on all hospital discharge plans. This results in a rating of 5 and was assessed through staff interviews and consumer records.

### *Time-unlimited Services: 5*

The ACT model is designed to be time-unlimited with the expectation that less than 5% of consumers graduate annually. MHS' ACTiOn team graduated two consumers during the evaluation period, resulting in a rating of 5. This was determined through consumer records and staff interview.

## Nature of Services

### *In Vivo Services: 4*

ACT services are designed to be provided in the community, rather than in an office environment. The community-based services item measures the number of MHS' ACTiOn team contacts in a client's natural settings (i.e., in vivo), which refers to location where clients live, work, and interact with other people. According to ACT service records, 66% of MHS ACTiOn team encounters with consumers during the evaluation period occurred in community-based settings. As this percentage falls within the range of 60-79%, the rating for this measure is 4. *This represents an increase from 2017's rating of 3, when 59% of MHS ACTiOn team encounters with consumers occurred in the community.*

### *No Drop Out Policy: 5*

This criterion refers to the retention rate of consumers in the ACT program over a 12-month period. According to consumer records and staff report, three consumers dropped out of the program during the evaluation period, resulting in a 6% drop out rate and a rating of 5. Any consumers who moved out of the area or required and enrolled in a higher level of care (e.g., conserved) were removed from analysis for this criterion. *This represents an increase from the 2017 rating of 3, when there was a 22% dropout rate.*

### *Assertive Engagement Mechanisms: 5*

As part of ensuring engagement, the ACT model includes using street outreach and legal mechanisms as indicated and available to the ACT team. During the evaluation period, MHS' ACTiOn team demonstrated well thought-out and consistent use of street outreach and legal mechanisms to engage consumers, including working closely with CCBHS to implement the AOT civil court process for consumers who meet AOT criteria and refuse to accept or participate in ACT voluntarily. It is important to note that the decision to use or commence a civil court process is a collaborative effort between MHS and CCHBS, and the actual implementation of a legal mechanism, (i.e. AOT voluntary settlement agreement or court order) is shared between all AOT partners. The assertive engagement mechanism rating was based upon staff interviews, team meeting observation, and consumer records. *The increased use of the civil court petition for AOT, when appropriate, demonstrates significant improvement in the use of all available legal mechanisms to engage consumers in treatment and is reflected in an increased rating from 2 in 2017 to 5.*

### *Intensity of Services: 4*

Intensity of services is defined by the face-to-face service time MHS' ACTiOn team staff spend with clients. Full fidelity to the ACT model requires that consumers receive an average of two hours per week of face-to-face contact. According to ACT service records, ACT consumers received an average of 1.91 hours of ACT services per week, resulting in a rating of 4. *This represents a decrease from the 2017 rating of 5, when consumers received 2.67 hours of ACT services per week. The decrease in service intensity may reflect reduced staff capacity due to the increased number of active consumers and/or the staff turnover experienced during the last year.*

### *Frequency of Contact: 3*

Fidelity to the ACT model requires that ACT consumers have an average of at least four face-to-face contacts per week. According to ACT service records, ACT consumers received an average of 2.65 face-to-face contacts per week during the evaluation period, resulting in a rating of 3 as it falls within the range of 2-3 face-to-face contacts per week. *This represents a decrease from the 2017 rating of 4, when consumers received an average 3.15 face-to-face contacts per week. The decrease in service frequency may reflect reduced staff capacity due to the increased number of active consumers and/or the staff turnover experienced during the last year.*

### *Work with Informal Support Systems: 5*

The ACT model includes support and skill-building for the consumer's support network, including family, landlords, and employers. This criterion measures the extent to which MHS' ACTiOn team provides support and skill-building for the client's informal support network as a way to further enhance the client's community integration and functioning. According to staff, consumer, and family member discussions as

well as ACT service records, MHS' ACTiOn team exceeds the expectation of four contacts per month with informal support systems, resulting in a rating of 5.

### *Individualized Substance Abuse Services: 3*

The ACT model is based on an interdisciplinary team that provides all of the services a consumer may need to support their recovery and address their psychosocial needs, including individualized substance abuse treatment. Full fidelity to the ACT model requires that consumers with substance use disorders receive an average of at least 24 minutes of formal, individualized substance abuse services per week. MHS' ACTiOn team incorporates principles of dual disorder recovery into treatment and provides informal substance use services through their encounters with ACT consumers. However, based upon interviews with staff, it does not appear that the ACTiOn team is currently providing formal, individualized substance use services, resulting in a rating of 3. *The rating represents a decrease from the 2017 rating of 5. The difference in the level of substance use treatment from may reflect staff changes in the previous year—including the departure of a full-time staff member who provided substance use services—as well the increased number of ACT consumers, approximately two-thirds of whom have co-occurring disorders. Moving forward, the ACTiOn team should explore ways to expand formal, individualized substance use treatment to meet the treatment needs of a growing number of ACT consumers with co-occurring disorders.*

### *Co-Occurring Treatment Groups: 3*

The ACT model is based on an interdisciplinary team that provides all of the services a consumer may need to support their recovery and address their psychosocial needs, including co-occurring disorder treatment groups. Full fidelity to the ACT model requires that 50% or more of consumers with substance use disorders attend at least one substance abuse treatment group per month. The MHS' ACTiOn team provides a weekly co-occurring disorder group led by the dual recovery specialist, family partner, and other clinical staff. Of the 49 active ACT consumers, 34 had documented co-occurring substance use disorders. However, according to ACTiOn team staff, typically only 20% of these consumers participate in the co-occurring disorder group each month, resulting in a rating of 3. *This rating represents a decrease from the 2017 rating of 5. As described previously, the lower rating may reflect the increased number of consumers with co-occurring disorders and/or reduced staff capacity associated with staff turnover. Moving forward, the ACTiOn team should explore ways to engage more consumers in co-occurring treatment groups.*

### *Dual Disorders Model: 5*

The ACT model is based on a non-confrontational, stage-wise treatment model that considers the interactions between mental illness and substance use and has gradual expectations of abstinence. The assessors were impressed with the implementation of motivational interviewing and stages of change

principles throughout the program meeting and staff interviews and found that MHS' ACTiOn team clearly meets and exceeds the treatment philosophy set forth in the ACT model. This results in a rating of 5.

### *Role of Consumers on Team: 5*

The ACT model includes the integration of consumers as full-fledged ACT team members, usually in the provision of peer support and/or peer counseling. MHS' ACTiOn team does include consumer membership as a part of the ACT team staffing, resulting in a rating of 5. This was observed through a review of personnel records, team meeting observation, and staff interviews.

## Other Feedback

ACT consumers and family members were generally appreciative of the ACT program and believed that participating in ACT had been beneficial. In addition to the strengths noted in previous years of **professional and caring staff**, **partnership and responsiveness of the staff to consumer and family needs**, **the outreach process**, and an **inclusive approach to services**, program strengths noted are:

- **Trust:** Consumers and family members discussed their trust in the ACTiOn Team, noting that they can talk to staff about anything without judgement. Some consumers shared that although they were initially distrustful of the ACTiOn team and the program, the staff developed consumers' trust by always meeting consumers where they are in their recovery and consistently demonstrating their interest and investment in consumers' lives and recovery.
- **Meaningful Activities:** In response to consumer and family feedback during previous years, the ACTiOn team began implementing a recreation group, which includes weekly bowling trips, hiking, swimming, and other outings. Consumers highlighted these activities as one of their favorite aspects of the program and mentioned that it gives them something to look forward to. Some consumers also shared that the activities and groups help them in their recovery by filling their free time and maintaining a routine schedule, particularly after returning from the hospital or jail.
- **Consumer Outcomes:** As with last year, it is notable that many consumers made significant progress while in the program. Every consumer and family member interviewed was easily able to acknowledge an accomplishment as a result of participating. The assessors were impressed by consumers who obtained and maintained housing, reduced crisis and hospitalization, decreased or stopped substance use, improved and repaired family relationships, are either working or volunteering, and enrolled in or graduated school since enrolling in the program.

The following areas for program improvement also emerged through discussions with consumers and family members:

- **Family Groups:** Through the assessor's observation of participant focus groups, it became apparent that consumers are all in different stages of recovery and that families need meaningful opportunities to interact with other families and/or their loved ones to share their experiences,

share knowledge and resources, and provide support to maintain hope in their loved ones recovery. MHS' ACTiOn team should consider re-introducing family support and psychoeducation groups as well as multi-family groups with loved ones to provide these opportunities.

- **Reliability:** Although consumers and family members generally shared a high level of satisfaction with MHS' ACTiOn team and services, focus group participants noted some changes in the frequency and/or reliability of scheduled encounters associated with staff changes and turnover. Specifically, focus group participants mentioned a few instances when staff missed or re-scheduled appointments or when their medications were late or running low before being refilled. While no consumer went without medications, they did discuss the anxiety they experienced when their medication supply ran low and they were unsure when the refill would be delivered. Consumers also discussed the departure of the dedicated vocational specialist and missed having more formal vocational support. It is important to note that at the time of the fidelity assessment, MHS had recently hired a staff member with vocational rehabilitation training and has also since filled a number of vacant positions to stabilize staffing.

# Discussion

## Strengths

The assessors were impressed with a variety of elements of MHS' ACTiOn team and observed that many of the program elements were present and met or exceeded fidelity measures. The program was adequately staffed with team members with diverse skill sets and who are committed to the success of the program and consumers. Staff demonstrated their familiarity with motivational interviewing and the recovery model in conversations with assessors and are working as a cohesive team. The program is structured to do "whatever it takes" to support consumers and meet them "wherever they're at," literally and figuratively. Team members appeared to work together throughout the day to ensure that all consumers receive individualized support to achieve their goals. Both consumers and family members expressed gratitude to MHS' ACTiOn team and staff for the accomplishments that ACT consumers have achieved during program participation. Throughout the focus groups, consumers and family members shared accounts of increasing stability, as well as a number of tangible successes and accomplishments.

The program also substantially improved fidelity to the ACT model on a number of measures, including explicit admission criteria, use of assertive engagement mechanisms, and a no drop out policy. Over the course of the last year, it appears that MHS' ACTiOn team considerably strengthened communication and collaboration with CCBHS contributing to 1) improved shared decision-making about consumers accepted into the ACT program, and 2) consistent and appropriate use of the civil court petition for AOT to compel service engagement among consumers who meet AOT criteria and refuse to accept or engage in treatment voluntarily. The program enrolled and retained a higher number of consumers than in previous years. At the time of the 2018 assessment, the program had 49 active consumers, compared to 32 in 2017. Moreover, only two consumers were discharged from the program in the 12 months prior to the 2018 fidelity assessment, compared to nine consumers in year prior to the 2017 assessment.

### Opportunities

While the fidelity assessment revealed a high degree of alignment with the ACT model, there are opportunities for improvement. During the year prior to the assessment, MHS' ACTiOn team experienced significant staff turnover and transitions, particularly among program leadership. The staff changes along with the increased number of active consumers likely contributed to reduced staff capacity and decreases in the intensity and frequency of services during the evaluation period. While MHS is taking steps to stabilize staffing and has already filled several vacant positions, MHS may wish to explore the following areas to identify how to best scale the program to continue and strengthen fidelity to the ACT model:

- **Staffing and Program Capacity:** MHS' ACTiOn Team is adequately staffed for the current caseload of 49. However, at the time of the fidelity assessment, there were a number of consumers who were active in the outreach and engagement phase or the AOT petition process. As the program approaches the contracted number of 75 consumers, there would be gaps in a number of ACT team positions with the current staffing. Specifically, there would be a need to increase psychiatry, nursing, substance use treatment, and vocational rehabilitation to ensure alignment with the ACT model. Additionally, as mentioned, there was a higher rate of turnover than expected. MHS may wish to explore how to increase staff retention and ensure staff capacity meets growing needs.
- **Substance Abuse Services.** Some of the lowest scores from this assessment include individualized substance use services and co-occurring treatment groups. Although the ratings may be attributable in part to staff changes and the increased numbers of consumers with co-occurring disorders, MHS should explore ways to formalize and expand substance use treatment. One approach may be to implement a weekly co-occurring treatment group in each of the three regions in Contra Costa County, rather than just one group at the ACTiOn team's main office. This will allow more opportunities for a greater number consumers to participate in treatment.

Additionally, MHS may wish to consider re-introducing structured opportunities for family participation, as discussed above, such as a family support or psychoeducation group as well as a multi-family group.

## Conclusion

MHS' ACTiOn Team received an average fidelity rating of 4.50 and scored in the "high fidelity" range. The assessors were impressed with the staff; program implementation improvements over the past year; and the success stories shared by staff, consumers, and their families. The assessors also recognized the opportunity to continue to improve the program, specifically around issues related to staff turnover and capacity, expanded substance use treatment, and family support. Additionally, the assessors recommend that CCBHS and MHS' ACTiOn Team explore what steps would be needed to enroll and serve 75 consumers while continuing the high degree of fidelity to the ACT model.

Contra Costa County

To: Board of Supervisors

From: Todd Billeci, County Probation Officer

Date: December 11, 2018

Subject: Gift Cards for the Thinking For a Change Program Offered by the Probation Department

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to purchase one hundred (100) Wal-Mart gift cards and one hundred (100) Target gift cards in an amount of $25 each for a total of $5,000 to promote participation in the Thinking For a Change rehabilitative program.

**FISCAL IMPACT:**

50% SB678 State Revenue; 50% General Fund.

**BACKGROUND:**

The Probation Department is offering a cognitive-based program called "Thinking For A Change" for probationers. The program is offered weekly over a period of 26 weeks. Deputy Probation Officers are currently facilitating groups in West, Central and East County. 120 participants are expected to be served during the current fiscal year. The program curriculum focuses on giving the clients tools to change their thinking which studies have shown leads to changed behavior. The gift cards will be used as an incentive for the clients to complete the program as they transition and re-enter their communities.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the Department will not be to issue incentives to probationers attending the Thinking for A Change program which could potentially results in lower participation and completion rates.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Danielle Fokkema, 925-313-4195

By: , Deputy

**cc:**

Contra Costa County

To: Contra Costa County Fire Protection District Board of Directors

From: Jeff Carman, Chief, Contra Costa County Fire Protection District

Date: December 11, 2018

Subject: Fire Chief's Report - December 11, 2018

**RECOMMENDATION(S):**
ACCEPT a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives.

**FISCAL IMPACT:**
No fiscal impact.

**BACKGROUND:**
At the request of the Contra Costa County Fire Board of Directors, the Fire Chief is providing a report on the status and progress of the various District initiatives.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

Contact: Jeff Carman, Fire Chief
925-941-3300

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:**

ATTACHMENTS

Fire Chiefs December Report

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

December 11, 2018

TO: Board of Directors

FROM: Jeff Carman, Fire Chief

RE: Fire Chief's Report

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- Fire Station 16 (Lafayette): The walls are up and the roof trusses have been set. The plumbing and electrical work is in progress on the interior of the building. Given the wet weather and other pressures, there could be some delay in the final completion. We are currently targeting a completion date in early March 2019.

- Fire Station 70 (San Pablo): This project is currently out to bid with our established list of prequalified contractors. The required pre-bid meeting was held on November 28, and the project is generating much interest. It is highly likely we will extend the bid opening into January in order to receive as many qualified and competitive bids as possible. We are scheduled to bring the bid award to the Board in February 2019.

- The District has several pieces of structural firefighting apparatus on order. Beginning in January 2019, multiple pieces will begin to arrive. After being outfitted, these apparatus will be assigned to stations throughout the District. This will allow us to place aged apparatus with high mileage into reserve status.

- The District will take delivery of two new wildland vehicles in January 2019. Following another devastating year of fires, these new vehicles will enhance our capabilities for wildland firefighting before we enter the next fire season.

- Academy 52, the first accredited academy in the history of the Fire District, continues to move forward. Six recruits have departed the academy, and 25 recruits remain. It is not unusual to see a 20% attrition rate over the course of an academy. The recruits are scheduled to graduate in February 2019 and will fill existing vacancies and staff Engine 16 in Lafayette.

- For the past six months, Battalion Chief Chuck Stark has done a great job as our Interim Assistant Fire Chief of Emergency Operations. I am pleased to report that Chief Stark applied for the full time position and was chosen to be our permanent Operations Chief effective December 1.

- With the onset of winter pattern weather, the Fire District has officially declared that the 2018 wild land fire season has ended. As we welcome the winter storms, it should be noted that there is a significant threat of flooding and debris flows, especially over the massive burn scars that were created this year. The Board is aware that this last fire season has been the most devastating on record. There are many lessons to be learned, and the District has already begun to work on making improvements prior to the start of the next fire season. We have had success with pre-positioning apparatus, but the process is cumbersome and needs to be refined. Our personnel were spread very thin, and we will be examining our staffing practices to see if we can reduce the impacts on our personnel. The fire season began very early this year, and we intend to be prepared if it starts early again in 2019.

- The Fire District currently has a total of 8,013 mandated occupancy inspections to conduct on an annual basis in our Code Enforcement Unit, some of which take an hour and some that take several days (high rises, etc.). This does not include other mandated inspections in the unit for community care licensing, fire code complaints received, and business license/permits referred by cities, among other various types. There were 175 inspections remaining to be completed as of December 1, and we anticipate these will all be completed by the end of the calendar year bringing us to 100% compliance with the state mandated inspection program for 2018.

- I would like to give special thanks to our crews for their work both in the District and around the state and nation throughout 2018. Our personnel responded to major wildland fire incidents including the Carr Fire in Redding; Mendocino Fire Complex; Camp Fire in Paradise; Woolsey Fire in Ventura County; and several other state mutual aid assignments. Our personnel also participated in six pre-positioning task forces within the Operational Area; and, for a 24-hour period, our agency supplied a five-engine strike team to the Marsh Fire in Morgan Territory early this summer when Cal Fire was in maximum drawdown due to statewide fire activity. In addition, some of our personnel responded to hurricanes on the east coast as part of FEMA Urban Search & Rescue Task Force 4. Every year, the job of firefighting becomes more complex, and our call volume continues to rise more quickly than we can add additional resources. We also experienced a few “near misses” in 2018 and had several greater alarm fires that taxed our resources as never before.

Contra Costa County

To: Board of Supervisors

From: Joseph E. Canciamilla, Clerk-Recorder

Date: December 11, 2018

Subject: DECLARE AND ACCEPT THE RESULTS OF THE NOVEMBER 6, 2018 GENERAL ELECTION AND DECLARE CANDIDATES ELECTED

**RECOMMENDATION(S):**
DECLARE and ACCEPT the results of the November 6, 2018 General Election as recommended by the County Clerk-Recorder and Registrar; and DECLARE the candidates elected shown on the attached report and on file in the Contra Costa Elections Division.

**FISCAL IMPACT:**
None

**BACKGROUND:**
Elections Code section 15372 requires the Elections Official to prepare a Certified Statement of Results of the election and submit to the Governing Body within 30 days of the election. A certified Statement of Votes is attached to this Board Order.

Elections Code section 15400 requires the Governing Body to declare elected to each office, the persons who was elected as listed on the attached document.

**CONSEQUENCE OF NEGATIVE ACTION:**
These candidates will not be sworn in, as provided by law.

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

☑ APPROVE ☐ OTHER

Action of Board On: **12/11/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: December 11, 2018

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

Contact: Rosa Mena, 925.335.7806

By: , Deputy

**cc:**

ATTACHMENTS

Election Candidates by Office

# Winning Candidates By Contest

## General Election - 11/6/2018

**All Contests**
**Elected Winners Only**
**All Parties**

| | Winning Candidate | Party | Election Result | Email Address |
|---|---|---|---|---|
| **3005** | **CountySuptOfSchools** | | | |
| | **LYNN MACKEY** | | **Elected Winner** | |
| **3111** | **CCCBdEdSchBd2** | | | |
| | **SARAH G BUTLER** | | **Elected Winner** | sarahgbutler@hotmail.com, |
| **3121** | **CCCBdEdSchBd4** | | | |
| | **MIKE MAXWELL** | | **Elected Winner** | giantscamps@yahoo.com |
| **3126** | **CCCBdEdSchBd5** | | | |
| | **ANNETTE LEWIS** | | **Elected Winner** | annette@annettelewis.com |
| **3211** | **CCCollege3** | | | |
| | **REBECCA BARRETT** | | **Elected Winner** | rebecca.faith.barrett@gmail.com |
| **3216** | **CCCollege4** | | | |
| | **ANDY LI** | | **Elected Winner** | andy.j.li@gmail.com |
| **3301** | **AntiochSchBd** | | | |
| | **MARY ROCHA** | | **Elected Winner** | maryrocha4antioch@gmail.com |
| | **ELLIE HOUSEHOLDER** | | **Elected Winner** | ellie@ellieforausd.com |
| **3323** | **MartinezUSD. Area 3** | | | |
| | **DEIDRE SIGUENZA** | | **Elected Winner** | deidresignuenza@gmail.com |
| **3361** | **WestCCSchBd 2 vear Term** | | | |
| | **CONSUELO LARA** | | **Elected Winner** | clara41049@yahoo.com |
| | **VALERIE CUEVAS** | | **Elected Winner** | val@val4kids.org |
| | **STEPHANIE HERNÁNDEZ-JARVIS** | | **Elected Winner** | stephaniewccusd@gmail.com |
| **3401** | **AcalanesUnionHgSchBd** | | | |
| | **BOB HOCKETT** | | **Elected Winner** | |
| | **NANCY KENDZIERSKI** | | **Elected Winner** | nancykmom@gmail.com |
| | **CHRISTOPHER SEVERSON** | | **Elected Winner** | christopherseverson@gmail.com |
| **3411** | **LibertyUnionHgSchBd** | | | |
| | **PAULINE RIVERA ALLRED** | | **Elected Winner** | paweer2000@yahoo.com |
| | **ROY J. GHIGGERI** | | **Elected Winner** | rjghiggeri@gmail.com |
| | **ERICK A. STONEBARGER** | | **Elected Winner** | erick@stonebarger.net |
| **3501** | **BrentwoodUnionSchBd** | | | |
| | **EMIL GEDDES** | | **Elected Winner** | egeddes@hhandassociates.com |
| | **SCOTT S. DUDEK** | | **Elected Winner** | sdudek632@comcast.net |
| | **STEVE GURSKY** | | **Elected Winner** | sgursky@sbcglobal.net |
| **5006** | **AntiochCouncil** | | | |
| | **LORI OGORCHOCK** | | **Elected Winner** | ogorchock@comcast.net |
| | **JOY MOTTS** | | **Elected Winner** | |
| **5106** | **BrentwoodCouncil** | | | |
| | **JOEL R BRYANT** | | **Elected Winner** | |
| | **JOHNNY RODRIGUEZ** | | **Elected Winner** | |

| | Winning Candidate | Party | Election Result | Email Address |
|---|---|---|---|---|
| **5201** | **ClaytonCouncil** | | | |
| | **JEFF WAN** | | **Elected Winner** | voteforjeffwan@gmail.com |
| | **CARL "CW" WOLFE** | | **Elected Winner** | |
| **5301** | **ConcordCouncil, Dist1** | | | |
| | **LAURA HOFFMEISTER** | | **Elected Winner** | lmhoff@comcast.net |
| **5303** | **ConcordCouncil, Dist3** | | | |
| | **DOMINIC ALIANO** | | **Elected Winner** | |
| **5305** | **ConcordCouncil, Dist5** | | | |
| | **TIMOTHY MCGALLIAN** | | **Elected Winner** | |
| **5316** | **ConcordTreasurer** | | | |
| | **EDITH PATRICIA "PATTI" BARSOTTI** | | **Elected Winner** | |
| **5401** | **DanvilleCouncil** | | | |
| | **KAREN G. STEPPER** | | **Elected Winner** | stepperforcouncil@yahoo.com |
| | **ROBERT STORER** | | **Elected Winner** | rstorer@daville.ca.gov |
| **5506** | **ElCerritoCouncil** | | | |
| | **JANET ABELSON** | | **Elected Winner** | abelson@aol.com |
| | **GABRIEL QUINTO** | | **Elected Winner** | gtq2002@yahoo.com |
| **5601** | **HerculesCouncil** | | | |
| | **CHRIS KELLEY** | | **Elected Winner** | chris4hercules@gmail.com |
| | **DION BAILEY** | | **Elected Winner** | |
| **5701** | **LafayetteCouncil** | | | |
| | **TERESA GERRINGER** | | **Elected Winner** | teresaforlafayette@gmail.com |
| | **SUSAN CANDELL** | | **Elected Winner** | |
| **5801** | **MoragaCouncil** | | | |
| | **STEVE WOEHLEKE** | | **Elected Winner** | |
| | **MIKE MCCLUER** | | **Elected Winner** | |
| **5901** | **MartinezMayor** | | | |
| | **ROB SCHRODER** | | **Elected Winner** | |
| **5902** | **MartinezCouncil Dist1** | | | |
| | **LARA E. DELANEY** | | **Elected Winner** | |
| **5905** | **MartinezCouncil Dist4** | | | |
| | **DEBBIE MCKILLOP** | | **Elected Winner** | debbieformartinez@gmail.com |
| **6001** | **OaklevCouncil** | | | |
| | **SUE HIGGINS** | | **Elected Winner** | rsnmhig@yahoo.com |
| | **RANDY POPE** | | **Elected Winner** | |
| **6101** | **OrindaCouncil** | | | |
| | **AMY WORTH** | | **Elected Winner** | atworth@comcast.net |
| | **DENNIS FAY** | | **Elected Winner** | |
| | **NICK KOSLA** | | **Elected Winner** | nick@koslaventures.com |
| **6201** | **PinoleCouncil** | | | |
| | **NORMA MARTÍNEZ-RUBIN** | | **Elected Winner** | |
| | **VINCENT SALIMI** | | **Elected Winner** | |
| | **ANTHONY L. TAVE** | | **Elected Winner** | |
| **6301** | **PittsburgCouncil** | | | |
| | **MARILYN (MERL) CRAFT** | | **Elected Winner** | |

| | Winning Candidate | Party | Election Result | Email Address |
|---|---|---|---|---|
| **6301** | **PittsburgCouncil** | | | |
| | **HOLLAND BARRETT WHITE** | | **Elected Winner** | holland4pittsburg@gmail.com |
| | **SHANELLE SCALES-PRESTON** | | **Elected Winner** | shanellescalespreston@gmail.com |
| **6311** | **PittsburgCityClerk** | | | |
| | **ALICE E. EVENSON** | | **Elected Winner** | |
| **6316** | **PittsburgTreasurer** | | | |
| | **NANCY PARENT** | | **Elected Winner** | |
| **6401** | **PleasantHillCouncil** | | | |
| | **SUE NOACK** | | **Elected Winner** | sue@suenoack.com |
| | **MICHAEL G. HARRIS** | | **Elected Winner** | |
| **6501** | **RichmondMayor** | | | |
| | **TOM BUTT** | | **Elected Winner** | |
| **6506** | **RichmondCouncil** | | | |
| | **EDUARDO MARTINEZ** | | **Elected Winner** | |
| | **DEMNLUS JOHNSON III** | | **Elected Winner** | |
| | **NATHANIEL "NAT" BATES** | | **Elected Winner** | |
| **6606** | **SanPabloCouncil** | | | |
| | **RITA XAVIER** | | **Elected Winner** | |
| | **ELIZABETH PABON-ALVARADO** | | **Elected Winner** | epabon756@gmail.com |
| **6611** | **SanPabloCityClerk** | | | |
| | **PATRICIA PONCE** | | **Elected Winner** | |
| **6616** | **SanPabloTreasurer** | | | |
| | **VIVIANA TOLEDO** | | **Elected Winner** | |
| **6701** | **SanRamonMayor** | | | |
| | **BILL CLARKSON** | | **Elected Winner** | |
| **6706** | **SanRamonCouncil** | | | |
| | **DAVID E "DAVE" HUDSON** | | **Elected Winner** | dhudsonsr@att.net |
| | **SABINA ZAFAR** | | **Elected Winner** | |
| **6801** | **WalnutCreekCouncil** | | | |
| | **CINDY SILVA** | | **Elected Winner** | |
| | **MATT FRANCOIS** | | **Elected Winner** | mfrancois@rutan.com |
| **6811** | **WalnutCreekTreasurer** | | | |
| | **RONALD M CASSANO** | | **Elected Winner** | |
| **7001** | **CrockettCmtySvcs** | | | |
| | **JOHN MACKENZIE** | | **Elected Winner** | imackbuild@gmail.com |
| | **MICHAEL EDWARD KIRKER** | | **Elected Winner** | mail@michaelkirker.com |
| | **EMMA SUTTON** | | **Elected Winner** | nwemma@gmail.com |
| **7016** | **DiabloCmtySvc** | | | |
| | **LEONARD S. BECKER** | | **Elected Winner** | lbecker@lsbeckerlaw.com |
| | **GREG ISOM** | | **Elected Winner** | greg@isomadvisors.com |
| | **JEFFERY EORIO** | | **Elected Winner** | diablojeff@sbcglobal.net |
| **7021** | **TownOfDBayCmtySvcs** | | | |
| | **BRYON D GUTOW** | | **Elected Winner** | bryongutow@comcast.net |
| | **ROBERT LEETE** | | **Elected Winner** | rjleete@comcast.net |
| | **KEVIN GRAVES** | | **Elected Winner** | jkgraves@comcast.net |

| | Winning Candidate | Party | Election Result | Email Address |
|---|---|---|---|---|
| **7041** | **KensPolProtCmtySvcs** | | | |
| | **CHRISTOPHER DEPPE** | | **Elected Winner** | cdeppe@tseint.com |
| | **CYRUS MODAVI** | | **Elected Winner** | cyrusmodavi@gmail.com |
| | **RACHELLE SHERRIS-WATT** | | **Elected Winner** | sherwatt@outlook.com |
| **7051** | **KnightsenTownCmtySvcs** | | | |
| | **TRICIA (TRISH) BELLO-KUNKEL** | | **Elected Winner** | trishbk@yahoo.com |
| | **LINDA MATTERI** | | **Elected Winner** | lindamatteri@yahoo.com |
| | **GILBERT A. SOMERHALDER** | | **Elected Winner** | somerhalder@sbcglobal.net |
| **7101** | **KensingtonFireProt** | | | |
| | **JANICE E KOSEL** | | **Elected Winner** | janicekosel@gmail.com |
| | **KEVIN PADIAN** | | **Elected Winner** | kpadian@berkeley.edu |
| | **JULIE STEIN** | | **Elected Winner** | juliemstein@aol.com |
| **7111** | **MoragaOrindaFire1** | | | |
| | **GREGORY J BAITX** | | **Elected Winner** | cafdny@msn.com |
| **7121** | **MoragaOrindaFire3** | | | |
| | **STEVEN MICHAEL DANZIGER** | | **Elected Winner** | |
| **7126** | **MoragaOrindaFire4** | | | |
| | **MICHAEL DONNER** | | **Elected Winner** | |
| **7136** | **RodeoHerculesFireProt** | | | |
| | **DAMON COVINGTON** | | **Elected Winner** | dcovco@yahoo.com |
| | **STEVE HILL** | | **Elected Winner** | steve.hill@shspr.com |
| | **WILLIAM "BILL" PRATHER** | | **Elected Winner** | waprather@att.net |
| **7201** | **LosMedanosCmtyHC** | | | |
| | **PATT YOUNG** | | **Elected Winner** | benu2006@sbcglobal.net |
| | **LINDA JEAN STRONG** | | **Elected Winner** | lindastrong@lmchd.org |
| | **ARTHUR LEE FOUNTAIN** | | **Elected Winner** | artfountain@lmchd.org |
| **7301** | **BethelIslandMID** | | | |
| | **BRUCE SMITH** | | **Elected Winner** | bsmithlg@gmail.com |
| | **STEVEN LUCAS** | | **Elected Winner** | stevelucasconstruction@yahoo.com |
| **7611** | **CentralCCSanitary** | | | |
| | **MICHAEL ROBERT MCGILL** | | **Elected Winner** | mcgill1951@yahoo.com |
| | **DAVID R. WILLIAMS** | | **Elected Winner** | dwilliams@bacwa.org |
| **7651** | **StegeSanitary** | | | |
| | **DWIGHT MERRILL** | | **Elected Winner** | reactpro340@gmail.com |
| | **AL MILLER** | | **Elected Winner** | amil@sonic.net |
| | **JULIET CHRISTIAN-SMITH** | | **Elected Winner** | julietchristiansmith@gmail.com |
| **7666** | **WestCountyWastewater** | | | |
| | **LEONARD R. MCNEIL** | | **Elected Winner** | lmcneilsp@gmail.com |
| | **DAVID ALVARADO** | | **Elected Winner** | dma49er@aol.com |
| | **CHERYL SUDDUTH** | | **Elected Winner** | cbsudduth@yahoo.com |
| **7721** | **BART2** | | | |
| | **MARK FOLEY** | | **Elected Winner** | bart@mjfoley.com |
| **7861** | **DiabloWater** | | | |
| | **KENNETH L. CROCKETT** | | **Elected Winner** | kenlcrockett@gmail.com |
| | **ENRICO E. CINQUINI** | | **Elected Winner** | ricocrose@aol.com |

| Winning Candidate | Party | Election Result | Email Address |
|---|---|---|---|
| **7861 DiabloWater** | | | |
| **PAUL S. SEGER** | | **Elected Winner** | psseger65@gmail.com |

**Total Winning Candidates: 114**