

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

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

DAVID J. TWA, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900
PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO
AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO 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.contracosta.ca.gov.

SPECIAL MEETING
AGENDA
September 10, 2019
*****Note Time Change*****

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

Inspirational Thought- *"Since September 11, an entire generation of young Americans has gained new understanding of the value of freedom and its cost in duty and in sacrifice."* ~George W. Bush

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.162 on the following agenda) –
Items are subject to removal from Consent Calendar by request of any Supervisor or on request
for discussion by a member of the public. **Items removed from the Consent Calendar will be
considered with the Discussion Items.**

PRESENTATIONS (5 Minutes Each)

- PR.1** PRESENTATION proclaiming September 22-28, 2019 as Diaper Need Awareness Week in Contra Costa County. (Supervisor Mitchoff)
- PR.2** PRESENTATION declaring September 2019 Suicide Prevention Month for Contra Costa County. (Jennifer Bruggeman, Behavioral Health Services)

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

- D.3** CONSIDER adopting Resolution No. 2019/548 approving the Memorandum of Understanding between Contra Costa County and Deputy Sheriffs Association Probation and Probation Supervisors Units, implementing negotiated wage agreements and other economic terms and conditions of employment beginning July 1, 2019 through June 30, 2023. (David Twa, County Administrator)
- D.4** CONSIDER adopting Resolution No. 2019/549 to provide for salary increases for the Probation Department unrepresented safety positions to parallel those in the new Deputy Sheriffs Association Probation and Probation Supervisors Unit Memorandum of Understanding for the period September 1, 2019 and beyond. (David Twa, County Administrator)
- D.5** CONSIDER adopting Resolution No. 2019/507, which supersedes Resolution No. 2018/612, 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. 6 CONSIDER reports of Board members.

Closed Session

A. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6)

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. *Scott Anderson v. Contra Costa County*, WCAB Nos. ADJ10897435; ADJ982335; Unassigned

C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Initiation of litigation pursuant to Gov. Code, § 54956.9(d)(4): One potential case

ADJOURN

CONSENT ITEMS

Road and Transportation

- C. 1** ADOPT Traffic Resolution No. 2019/4486 declaring a stop-control on Rodrigues Avenue at Cabrilho Drive, as recommended by the Public Works Director, Martinez area. (No fiscal impact)
- C. 2** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Ninyo & Moore Geotechnical & Environmental Sciences Consultants in an amount not to exceed \$250,000 to provide on-call geotechnical engineering services for the period September 10, 2019 through June 18, 2022, Countywide. (100% Local Road, Flood Control and Airport Enterprise Funds)
- C. 3** RESCIND Traffic Resolution No. 2005/4125, adopted July 19, 2005, prohibiting parking or stopping at all times, except for those vehicles of individuals with disabilities, on a portion of Second Street, as recommended by the Public Works Director, Rodeo area. (No fiscal impact)
- C. 4** APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute a Grant of Easement to the City of Antioch over a portion of Assessor's Parcel Number 068-151-016 on East Tregallas Road, in connection with the State Route 4 (E) Widening – Somersville Road to Route 160 Project, for irrigation purposes, as recommended by the Public Works Director, Antioch area. (100% Contra Costa Transportation Authority)

Engineering Services

- C. 5** ADOPT Resolution No. 2019/527 accepting completion of the warranty period for the Road Improvement Agreement, and release of cash deposit for faithful performance, for road acceptance RA17-01252 (cross-reference LP09-02026), for a project developed by Pacific Mountain Contractors of California, Inc., as recommended by the Public Works Director, Alamo area. (100% Developer Fees)
- C. 6** ADOPT Resolution No. 2019/531 approving the eleventh extension of the Subdivision Agreement for subdivision SD89-07267, for a project being developed by Morgan Capital Investment Properties, as recommended by the Public Works Director, Walnut Creek area. (No fiscal impact)

- C. 7** ADOPT Resolution No. 2019/532 accepting completion of the warranty period for the Subdivision Agreement and release of cash deposit for faithful performance, for road acceptance RA10-01246 for a project developed by Shapell Homes, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (100% Developer Fees)
- C. 8** ADOPT Resolution No. 2019/539 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Wildcat Canyon Road between San Pablo Dam Road and Inspiration Point, from August 12, 2019 to August 16, 2019, and fully close a portion of Happy Valley Road between Orinda View Road and Bear Creek Road, from September 9, 2019 to September 13, 2019, for the purpose of vegetation removal in accordance with the North Orinda Shaded Fuel Break Project, Lafayette and Orinda areas. (No fiscal impact)
- C. 9** ADOPT Resolution No. 2019/543 accepting completion of private improvements for minor subdivision MS06-00016 for a project developed by Allen Dadafarin, as recommended by the Public Works Director, Lafayette area. (100% Developer Fees)
- C. 10** ADOPT Resolution No. 2019/545 accepting completion of warranty period for the Subdivision Agreement, and release of cash deposit for faithful performance, subdivision SD13-09352, for a project developed by Driftwood Community, LLC, as recommended by the Public Works Director, Bay Point area. (100% Developer Fees)

Special Districts & County Airports

- C. 11** APPROVE the Pacheco Manor Tree Replacement Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Pacheco area. (100% LL2 Zone 18 - Pacheco Manor Fund)
- C. 12** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Kevin Anderson for a shade hangar at Buchanan Field Airport effective August 15, 2019 in the monthly amount of \$140. (100% Airport Enterprise Funds)
- C. 13** APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to apply for grant assistance from the California Department of Fish and Wildlife Wetland Restoration for Greenhouse Gas Reduction Grant Program, in the amount of \$950,000 for partial implementation of the Lower Walnut Creek Restoration Project, Martinez area. (100% Flood Control District Zone 3B Funds)

- C. 14** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute, on behalf of the County, a consent to assignment of the lease of County-owned property at 5005 Marsh Drive, Concord, from CALSTAR Air Medical Services, LLC to REACH Air Medical Services, LLC. (100% Airport Enterprise Fund)

Claims, Collections & Litigation

- C. 15** RECEIVE public report of final litigation settlement agreements.
- C. 16** DENY claims filed by Bhakti, Yahoodi Bey, Diana Bracamontes, Monika Cooper, Tonya Harris, Kupamma Krishna; amended claim filed by Dee Allen, and late claim filed by Regents of the University of California.
- C. 17** Acting as the Governing Board of the Contra Costa County Housing Authority, DENY claim filed by Tonya Harris.

Honors & Proclamations

- C. 18** ADOPT Resolution No. 2019/564 to honor and congratulate Kathryn Lybarger for receiving the 2019 Frances Perkins award from the Contra Costa Labor Council, as recommended by Supervisor Gioia.
- C. 19** ADOPT Resolution No. 2019/540 to declare September 2019 Suicide Prevention Month for Contra Costa County, as recommended by the Health Services Director.
- C. 20** ADOPT Resolution No. 2019/544 recognizing Theresa Golden as 2019 Labor Leader of the Year, as recommended by Supervisor Gioia.
- C. 21** ADOPT Resolution No. 2019/562 proclaiming September 22-28, 2019 as Diaper Need Awareness Week in Contra Costa County, as recommended by Supervisor Mitchoff.

Ordinances

- C. 22** INTRODUCE Ordinance No. 2019-24 amending the County Ordinance Code to exclude from the merit system the new classification of Fire District Medical Director - Exempt, WAIVE READING and FIX September 17, 2019, for adoption. (No cost)

Appointments & Resignations

- C. 23** APPOINT Michele Manzone to the District II seat of the Assessment Appeals Board, as recommended by Supervisor Andersen.
- C. 24** ACCEPT resignation of Jatin Mehta from the Advisory Council on Aging, DECLARE a vacancy on the Member-at-Large 8 seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.
- C. 25** ACCEPT resignation of Tasha Kamegai-Karadi, DECLARE a vacancy in the District IV At-Large seat on the Mental Health Commission, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Mitchoff.
- C. 26** ACCEPT resignation of Darren Mazaika, DECLARE vacant the At-Large Alternate seat on the Contra Costa County Fire Protection District Advisory Commission, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Mitchoff.
- C. 27** ACCEPT the resignation of Andrew Chahrour, DECLARE vacant the Appointed Seat 3 of the El Sobrante Municipal Advisory Council, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Gioia.
- C. 28** APPOINT Joe Sarapochillo to the Appointee 2 seat of the El Sobrante Municipal Advisory Council; DECLARE vacant the Alternate 2 seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Gioia.
- C. 29** APPOINT Dina Holder as Inspector, and Mike Alvarez and Carl Shelton as Judges of Election to compose the election board for the Board of Trustees of Reclamation District 799 (Hotchkiss Tract) November 12, 2019 mail-ballot election, as recommended by the County Administrator.
- C. 30** REAPPOINT Deborah McGrath to the District V seat on the Family and Children's Trust Committee, as recommended by Supervisor Glover.
- C. 31** APPOINT Kelly Clancy to the District II seat of the Contra Costa Commission for Women, as recommended by Supervisor Andersen.

Personnel Actions

- C. 32** ADOPT Position Adjustment Resolution No. 22412 to reclassify one Community Library Manager (represented) and incumbent to Senior Community Library Manager (represented) in the Library Department. (100% Library Fund)

- C. 33** ADOPT Position Adjustment Resolution No. 22511 to adjust the salaries of specified social worker classifications, effective October 1, 2019, in the Employment and Human Services Department, Health Services Department, and Public Defender's Office.
- C. 34** ADOPT Position Adjustment Resolution No. 22489 to establish three classifications: Health Services Timekeeping Technician, Health Services Timekeeping Specialist, and Health Services Timekeeping Supervisor (represented); and reclassify, add and cancel positions in the Payroll Unit of the Health Services Department. (100% Enterprise Fund I Revenues)
- C. 35** ADOPT Position Adjustment Resolution No. 22500 to establish the class of Fire District Medical Director-Exempt (unrepresented) on the salary schedule and add one position in the Contra Costa County Fire Protection District. (Budgeted; 100% CCCFPD EMS Transport Fund)
- C. 36** ADOPT Position Adjustment Request No. 22501 to reduce the hours of one Veterans Service Representative II (represented) position and incumbent from full time to part time (20/40), and add one Veterans Service Representative I (represented) position in the Veterans Service Office. (65% State, 35% County)
- C. 37** ADOPT Position Adjustment Resolution No. 22510 to add four Mental Health Clinical Specialist positions (represented) in the Health Services Department. (75% Federal Financial Participation, 25% Mental Health Realignment)
- C. 38** ADOPT Position Adjustment Resolution No. 22509 to reallocate the salaries of department human resources classifications effective October 1, 2019. (100% County Departments)
- C. 39** ADOPT Resolution No. 2019/560 approving the attached Side Letter Agreements between the County and SEIU Local 1021, to modify Section 2.1 of the Rank and File and Service Line Supervisors Memoranda of Understanding pursuant to AB 119 and SB 866, as recommended by the County Administrator.
- C. 40** ADOPT Resolution No. 2019/561 to reallocate and maintain salary ranges of the Deputy Sheriff-Per Diem (unrepresented) and Law Enforcement Training Instructor-Per Diem (unrepresented) safety classifications consistent with similarly situated classifications, in the Sheriff-Coroner Department (14% Law Enforcement Training Enterprise Fund, 37% Sheriff Contract Services, 49% General Fund)

Leases

- C. 41 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with Cove Investments, LLC, for a term of four years for 2,184 square feet of office space for the Health Services Department - CORE Program, at 1160 Brickyard Cove Road, Suite 111 and 112, Richmond, at an initial annual rent of \$67,452 with annual increases thereafter and 2 two-year renewal terms. (100% Mental Health Services Act Funds)
- C. 42 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a year lease renewal with Bi-Bett Corporation for the County-owned building located at 2090 Commerce Ave. in Concord for approximately 4,239 square feet of rentable space at the initial annual rate of \$29,124 for the period July 1, 2019 through June 30, 2020. (100% General Fund)
- C. 43 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with the City of Richmond for a building located at 5050 Hartnett Avenue, Richmond, at the annual rental rate of \$1, plus the cost of water and sewer services and annual property and fire inspections. (100% General Fund)

Grants & Contracts

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

- C. 44 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the State Department of Rehabilitation, to pay the County an amount not to exceed \$1,167,744 to provide vocational rehabilitation services for individuals with psychiatric disorders for the period July 1, 2019 through June 30, 2020. (No County match)
- C. 45 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kaiser Foundation Hospitals - Walnut Creek Medical Center, to act as a designated center to assist patients who have been assessed by ambulance personnel with ST-Elevation Myocardial Infarction for the period September 1, 2019 through August 31, 2022. (No County match)
- C. 46 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture to reimburse the County in an amount not to exceed \$147,541 to perform pest exclusion and high-risk inspection and enforcement activities for the period July 1, 2019 through June 30, 2020. (No County match)
- C. 47 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture in an amount not to exceed \$181,582 to provide plant pest inspection services at parcel sectional centers, for the period July 1, 2019 through June 30, 2020. (No County match)

- C. 48** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a Memorandum of Understanding with the California Agricultural Commissioners and Sealers Association for the County to accept an amount not to exceed \$6,372 to preform pesticide use reporting activities for the period July 1, 2019 through June 30, 2020. (No County match)
- C. 49** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture to reimburse the County in an amount not to exceed \$73,943 for regulatory compliance and enforcement activities related to the Sudden Oak Death Program for the period July 1, 2019 through June 30, 2020. (No County match)
- C. 50** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept California Department of Education Child and Adult Care Food Program Day Center sponsorship grant funds in an amount not to exceed \$1,300,000 to provide daily nutritious and healthy snacks in early care and education centers, for the period October 1, 2019 through September 30, 2020. (No County match)
- C. 51** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept a grant in the amount of \$20,000 from Wells Fargo Foundation for Small Business Development Center services to low-to-moderate income individuals for the period January 1, 2020 through December 31, 2020. (No County match)
- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the City of Martinez, to increase the amount payable to the County by \$81,197 to a new total of \$242,843 and extend the termination date from June 30, 2019 to June 30, 2020 for continuation of homeless outreach services for the Coordinated Outreach, Referral and Engagement Program. (32% County match required)
- C. 53** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the City of Pleasant Hill, to increase the amount payable to the County by \$88,473 to a new total of \$242,843 and extend the termination from June 30, 2019 to June 30, 2020 to continue to provide homeless outreach services for the Coordinated Outreach, Referral and Engagement Program. (32% County match required)
- C. 54** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Pittsburg, to pay the County an amount not to exceed \$13,184 to provide homeless outreach services for the Coordinated Outreach, Referral and Engagement Program for the period July 1, 2019 through June 30, 2020. (No County match)

- C. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John Muir Health, to act as a designated center to assist patients who have been assessed by ambulance personnel with ST-Elevation Myocardial Infarction for the period September 1, 2019 through August 31, 2022. (No County match).
- C. 56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with San Ramon Regional Medical Center, LLC (dba San Ramon Regional Medical Center), to act as a designated center to assist patients who have been assessed by ambulance personnel with ST-Elevation Myocardial Infarction for the period September 1, 2019 through August 31, 2022. (No County match)
- C. 57** APPROVE the allocation of 2019 Housing Opportunities for Persons with HIV/AIDS from the U.S. Department of Housing and Urban Development, and APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with the City of Oakland for the County to administer \$830,290 in fiscal year 2019 HOPWA funds to provide housing and supportive services for low-income persons with HIV/AIDS, for the period July 1, 2019 through June 30, 2022. (100% HUD)
- C. 58** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$17,232 from Keller Canyon Mitigation Fund to provide shelving for juvenile books at the Antioch branch, for the period December 1, 2019 through June 30, 2020. (19% Library Fund match)
- C. 59** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$10,000 from Keller Canyon Landfill Mitigation Fund to provide a Google Expeditions virtual reality viewing kit for the Bay Point Library for the period September 1, 2019 through July 31, 2020. (No Library Fund match)
- C. 60** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sutter Bay Hospitals (dba Sutter Delta Medical Center), to act as a designated center to assist patients who have been assessed by ambulance personnel with ST-Elevation Myocardial Infarction for the period September 1, 2019 through August 31, 2022. (No County match)
- C. 61** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John Muir Health (dba John Muir Medical Center, Concord Campus), to act as a designated center to assist patients who have been assessed by ambulance personnel with ST-Elevation Myocardial Infarction for the period September 1, 2019 through August 31, 2022. (No County match)

- C. 62** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mt. Diablo Unified School District, to pay County an amount not to exceed \$533,891 to provide professional school-based mental health services, crisis intervention, and day treatment services for certain special education and regular students for the period July 1, 2019 through June 30, 2020. (No County match).
- C. 63** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the U.S. Department of Housing and Urban Development, to pay County an amount not to exceed \$408,620 for County's Homeless Destination Home Program for the period December 1, 2019 through November 30, 2020. (25% County match)
- C. 64** ADOPT Resolution No. 2019/537 authorizing the Sheriff-Coroner, or designee, to apply for and accept the U.S. Department of Justice, FY 2019 Edward Byrne Memorial Justice Assistance Grant in an initial amount of \$144,474 for support of countywide law enforcement programming for the period October 1, 2019 through September 30, 2022. (100% Federal)
- C. 65** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$10,000 from Keller Canyon Landfill Mitigation Fund to provide upgraded shelving in the Pittsburg Library's Children's room, for the period September 1, 2019 through July 31, 2020. (No Library Fund match)
- C. 66** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the State of California Employment Development Department, to pay County an amount not to exceed \$1,267,176, to fund employment activities, occupational training, and supportive services for eligible youth in Contra Costa County for the period April 1, 2019 through June 30, 2021. (No County match)
- C. 67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Bay Area Rapid Transit Police Department, to increase the amount payable to the County by \$179,994 to a new payment limit of \$340,564, and to extend the term from June 30, 2019 through June 30, 2020, for County's Coordinated Outreach Referral and Engagement Program to provide homeless outreach services. (25% County match)
- C. 68** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Concord, effective July 1, 2019, to increase the amount payable to the County by \$11,450 to a new amount of \$42,900 and extend the term from June 30, 2019 through June 30, 2020 to provide additional homeless outreach services for the Coordinated Outreach, Referral and Engagement Program. (No County match)

- C. 69** APPROVE and AUTHORIZE the Health Services Director or designee, to execute a contract amendment with the University of California, San Francisco, effective April 1, 2019, to increase the amount payable to the County by \$37,679 to a new amount not to exceed \$127,137 and extend the termination date from March 31, 2019 to March 31, 2020 for the Comparison of 3 Modes of Genetic Counseling in High-Risk Public Hospital Patients Research Project at Contra Costa Regional Medical Center and Health Centers. (No County Match)
- C. 70** APPROVE and AUTHORIZE the Public Defender, or designee, to apply for and accept a grant from United Way Bay Area in an amount not to exceed \$197,978 to provide Census 2020 education and outreach through the Stand Together Contra Costa program for the period July 1, 2019 through April 30, 2020. (No County match)
- C. 71** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute, on behalf of the County, a funding agreement with the West Contra Costa Transportation Advisory Committee, to receive \$270,000 for the County's San Pablo Dam Road Sidewalk Gap Project during the period from July 26, 2019, through June 30, 2020, El Sobrante area, as recommended by the Public Works Director. (100% Incoming WCCTAC funds)
- C. 72** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Antioch Unified School District, effective July 1, 2019, to modify the designated schools where mental health and crisis intervention services will be provided to students, with no change in the amount payable to the County of \$490,000 or the term of July 1, 2019 through June 30, 2020. (No County Match)
- C. 73** APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute a revenue agreement amendment with California Department of Education for alternative payment childcare programs operated by the County to change the term end date from June 30, 2019 to June 30, 2020 with no change to the payment limit of \$3,033,363. (No County match)
- C. 74** 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 \$21,142,973 for Head Start program services for the period January 1, 2020 through December 31, 2020. (80% Federal, 20% In-kind County match)
- C. 75** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept funding in an amount not to exceed \$4,510,250 from the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start, for Early Head Start program services for the period of January 1, 2020 through December 31, 2020. (80% Federal, 20% In-kind County match)

- C. 76** APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from John Muir Health, to pay the County an amount not to exceed \$50,000 to provide oral health preventive services for elementary school-aged children in East and West Contra Costa County for the period July 1, 2018 through June 30, 2019. (No County match)
- C. 77** APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from John Muir Health, to pay the County an amount not to exceed \$50,000 to provide oral health preventive services for elementary school-aged children in East and West Contra Costa County for the period from July 1, 2019 through June 30, 2020. (No County match)
- C. 78** AUTHORIZE the Employment and Human Services Director, or designee, to apply for non-federal share waiver of a \$492,159 match requirement from the Administration for Children and Families for the Early Head Start Childcare Partnership Grant.
- C. 79** APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from the California Institute for Behavioral Health Solutions, to pay County an amount not to exceed \$503,403 for prevention screening, intervention, and treatment services to reduce opioid use disorder for youth in East and West Contra Costa County for the period July 1, 2019 through August 31, 2020. (No County match)
- C. 80** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Public Health, to pay County an amount not to exceed \$2,820,573 to continue the CalFresh Healthy Living Program, which educates the public on healthful nutrition and physical activity practices to reduce risk for chronic disease, for the period October 1, 2019 through September 30, 2022. (No County match)

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

- C. 81** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Laboratory Corporation of America Holdings, a Corporation of Delaware, in an amount not to exceed \$15,000 to provide genetic parentage testing services for clients of the Children and Family Services Bureau for the period July 1, 2019 through June 30, 2020. (30% County, 70% State)
- C. 82** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Center for Autism and Related Disorders, LLC, in an amount not to exceed \$2,500,000 to provide applied behavior analysis services for Contra Costa Health Plan members for the period October 1, 2019 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

- C. 83** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with YMCA of the East Bay in an amount not to exceed \$80,000 to provide mental health services to elementary school students in San Pablo for the period September 1, 2019 through August 31, 2020. (100% State Child Abuse Prevention, Intervention, and Treatment funding)
- C. 84** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with American Hospice and Home Health Care Services, Inc., in an amount not to exceed \$250,000 to provide hospice and home healthcare services for Contra Costa Health Plan members for the period September 1, 2019 through August 31, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 85** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Psynergy Programs, Inc., effective September 1, 2019, to increase the payment limit by \$202,749 to a new payment limit of \$381,991, to provide additional residential and mental health services to adults diagnosed with Serious Mental Illness and Serious Persistent Mental Illness with no change in the term July 1, 2019 through June 30, 2020. (26% Federal Medi-Cal, 74% Mental Health Services Act)
- C. 86** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Mount Diablo Unified School District in an amount not to exceed \$375,000 to provide Workforce Innovation and Opportunity Act youth workforce development services in Central County and Bay Point, for the period July 1, 2019 through September 30, 2020. (100% Federal)
- C. 87** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee to execute a contract amendment with Ricoh, USA, Inc., to increase the payment limit by \$200,000 to a new limit of \$500,000 and extend the date of the contract from October 1, 2017 through September 30, 2021 for scanning and indexing services. (100% General Fund)
- C. 88** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with East Bay ABA Group, LLC, in an amount not to exceed \$1,000,000 to provide applied behavior analysis services for Contra Costa Health Plan members for the period September 1, 2019 through August 31, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 89** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Planned Parenthood: Shasta-Diablo, Inc. (dba Planned Parenthood Northern California), in an amount not to exceed \$4,000,000 to provide obstetrics/gynecology, family planning and mental health services for Contra Costa Health Plan members for the period October 1, 2019 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

- C. 90** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Etwaru Eye Center, a corporation, in an amount not to exceed \$500,000 to provide ophthalmology services for Contra Costa Health Plan members for the period October 1, 2019 through September 30, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 91** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Premier Surgery Center, L.P., in an amount not to exceed \$3,000,000 to provide ambulatory surgery services for Contra Costa Health Plan members for the period September 1, 2019 through August 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 92** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Sysco Food Services in an amount not to exceed \$3,000,000 to provide poultry products, equipment and supplies as needed within the three County detention facilities for the period October 1, 2019 through September 30, 2021. (100% General Fund)
- C. 93** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with BHC Sierra Vista Hospital, Inc., in an amount not to exceed \$75,000 to provide inpatient psychiatric hospital services to County-referred adults and adolescents for the period July 1, 2019 through June 30, 2020. (100% Mental Health Realignment)
- C. 94** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with American Red Cross, in an amount not to exceed \$1,500,000 to provide total blood and blood component products and associated services as needed for patients at the Contra Costa Regional Medical Center and Health Centers for the period July 1, 2019 through June 30, 2023. (100% Hospital Enterprise Fund I)
- C. 95** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Thomas B. Hargrave, III, M.D., in an amount not to exceed \$444,000 to provide gastroenterology services for Contra Costa Regional Medical Center and Health Centers for the period September 1, 2019 through August 31, 2020. (100% Hospital Enterprise Fund I)
- C. 96** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Willdan Engineering, effective September 1, 2019, to increase the payment limit by \$15,000 to a new payment limit of \$265,000, and to extend the term from August 31, 2019 to January 31, 2020 to provide on-call municipal services, Countywide. (100% Public Works Various Funds)

- C. 97** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Richard Y. Lao, LAC, in an amount not to exceed \$225,000 to provide acupuncture services for Contra Costa Health Plan members for the period October 1, 2019 through September 30, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 98** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Seneca Family of Agencies, effective April 1, 2019, to increase the payment limit by \$400,540 to a new payment limit of \$9,045,382 to provide additional mobile crisis response teams for seriously emotionally disturbed children and their families, with no change in the term July 1, 2018 through June 30, 2019, and to increase the automatic extension payment limit by \$200,270 to a new payment limit of \$4,522,691, with no change in the term December 31, 2019. (49% Federal Medi-Cal, 38% Mental Health Realignment, 8% Mt. Diablo Unified School District, 5% Employment and Human Services Department)
- C. 99** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Community Options for Families and Youth, Incorporated, in an amount not to exceed \$1,435,226 to provide therapeutic behavioral services and outpatient mental health services for seriously emotionally disturbed children and youth, and their families, for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$717,613. (50% Federal Early and Periodic Screening, Diagnosis and Treatment, 50% Mental Health Realignment)
- C.100** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Diablo Valley Drug and Alcohol Services, Inc., in an amount not to exceed \$250,000 to provide substance abuse treatment services for Contra Costa Health Plan members for the period September 1, 2019 through August 31, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C.101** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with George Lee, M.D., effective May 1, 2019, to increase the payment limit by \$260,000 to a new payment limit of \$1,850,000, to provide additional hours of anesthesiology services with no change in the original term of August 1, 2018 through July 31, 2021. (100% Hospital Enterprise Fund I)
- C.102** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with La Clínica de La Raza, Inc., in an amount not to exceed \$288,975 to provide Mental Health Services Act prevention and early intervention services to Latino residents of Central and East County for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$144,486. (100% Mental Health Services Act)

- C.103** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Fred Finch Youth Center, in an amount not to exceed \$1,334,068 to provide school and community based mental health services to adolescent children and their families, including therapeutic behavioral services, for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$667,034. (49% Federal Medi-Cal, 49% Mental Health Realignment, 2% Mt. Diablo Unified School District)
- C.104** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Frederick J. Nachtwey, M.D., effective August 1, 2019, to increase the payment limit by \$123,000 to a new payment limit of \$507,000 for the provision of additional pulmonary services at Contra Costa Regional Medical Center and Health Centers for the period November 1, 2018 through October 31, 2021. (100% Hospital Enterprise Fund I)
- C.105** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute two contract amendments with Quint & Thimmig LLP to extend the term from June 30, 2019 through June 30, 2021, with no change to the payment limits, for tax and bond counsel services. (No fiscal impact)
- C.106** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Mt. Diablo Unified School District, in an amount not to exceed \$3,820,521 to provide school-based mental health services to seriously emotionally disturbed students in the Mt. Diablo Unified School District for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$1,775,863. (46% Federal Medi-Cal, 46% Mental Health Realignment, 8% Mt. Diablo Unified School District)
- C.107** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Community Options for Families and Youth, Incorporated, in an amount not to exceed \$2,269,767 to provide mental health services, multisystemic therapy and functional family therapy for seriously emotionally disturbed adolescents and their families for the period July 1, 2019 through June 30, 2020, with a six-month automatic extension through December 31, 2020 in an amount not to exceed \$1,134,884. (40% Federal Medi-Cal, 20% Mental Health Realignment, 40% Probation/Mental Health Services Act)
- C.108** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Prometheus Laboratories, Inc., effective May 15, 2019, to modify the fee schedule to reduce rates for providing outside laboratory testing services for Contra Costa Regional Medical Center and Health Centers, with no change in the payment limit of \$300,000 or term of November 1, 2017 through October 31, 2020. (100% Hospital Enterprise Fund I)

- C.109** APPROVE and AUTHORIZE the District Attorney, or designee, to submit an application and execute a grant award agreement, and any extensions or amendments thereof pursuant to State guidelines, with the California Governor's Office of Emergency Services, Victim Services & Public Safety Branch, for funding of the Victim/Witness Assistance Program in the amount of \$1,389,342 for the period October 1, 2019 through September 30, 2020. (80% State, 20% match)
- C.110** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Initha R. Elangovan, M.D., in an amount not to exceed \$420,000 to provide pulmonology services for Contra Costa Regional Medical Center and Health Center patients for the period September 1, 2019 through August 31, 2020. (100% Hospital Enterprise Fund I)
- C.111** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Modesto RLC, LLC, in an amount not to exceed \$224,316 to provide augmented board and care services for County-referred mentally disordered clients for the period September 1, 2019 through August 31, 2020. (100% Mental Health Services Act)
- C.112** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Positive Pathways, LLC, in an amount not to exceed \$2,000,000 to provide applied behavior analysis services for Contra Costa Health Plan members for the period October 1, 2019 through September 30, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C.113** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with RHD Healthcare Consulting, Inc., in an amount not to exceed \$290,160 to provide consultation and technical assistance on Medicare and Medi-Cal billing, privacy and related regulatory issues for the Health Services Department for the period October 1, 2019 through September 30, 2020. (100% Hospital Enterprise Fund I)
- C.114** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with St. Helena Hospital, in an amount not to exceed \$75,000 to provide inpatient psychiatric hospital services for the period July 1, 2019 through June 30, 2020. (100% Mental Health Realignment)
- C.115** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Meals on Wheels Diablo Region, in an amount not to exceed \$514,397 to provide home-delivered meals and services for the County's Senior Nutrition Program for the period July 1, 2019 through June 30, 2020, including a three-month automatic extension through September 30, 2020 in an amount not to exceed \$128,599. (100% Title IIIC-2 of the Older Americans Act of 1965)

- C.116** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Gladys P. Ayala, M.D., in an amount not to exceed \$222,000 to provide gastroenterology services for Contra Costa Regional Medical Center and Health Centers for the period September 1, 2019 through August 31, 2020. (100% Hospital Enterprise Fund I)
- C.117** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order amendment with Watermark Medical, Inc., to increase the payment limit by \$93,400 to a new payment limit of \$525,400 for the rental of home sleep study monitors, related supplies and sleep study report scoring and results configuration for Contra Costa Health Services patients with no change in the original term of September 1, 2017 through August 31, 2019. (100% Hospital Enterprise Fund I)
- C.118** APPROVE and AUTHORIZE the County Treasurer-Tax Collector, or designee, to execute a contract amendment with Wells Fargo Bank, to amend fee schedules and to extend the term for five years for general banking and lockbox services. (100% County Investment Pool Earnings)
- C.119** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Shaista Rauf, M.D., in an amount not to exceed \$852,000 to provide neurology services for Contra Costa Regional Medical Center and Health Center patients for the period September 1, 2019 through August 31, 2022. (100% Hospital Enterprise Fund)
- C.120** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Little Angels Country School, LLC in an amount not to exceed \$217,880 to provide State Preschool services, for the period July 1, 2019 through June 30, 2020. (100% State)
- C.121** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with David R. Ruecker, M.D., Inc., in an amount not to exceed \$376,320 to provide psychiatric services for emotionally disturbed adult, children and adolescent patients in Central Contra Costa County for the period September 1, 2019 through August 31, 2020. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C.122** APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute a contract with Richmond Elementary School, in an amount not to exceed \$264,096 to provide State Preschool services for the term July 1, 2019 through June 30, 2020. (100% State)
- C.123** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with We Care Services for Children, in an amount not to exceed \$237,687 to provide State preschool services, for the period July 1, 2019 through June 30, 2020. (100% State)

- C.124** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Meals on Wheels Diablo Region, in an amount not to exceed \$247,622 to provide congregate meals and services for the Senior Nutrition Program for the period July 1, 2019 through June 30, 2020, including a three-month automatic extension through September 30, 2020 in an amount not to exceed \$61,906. (100% Federal Title III-C1 of the Older Americans Act of 1965)
- C.125** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Credentials Services, Inc. (dba VerifPoint), in an amount not to exceed \$100,000, to provide credentialing services for healthcare providers at Contra Costa Health Plan for the period October 1, 2019 through September 30, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C.126** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Med One Capital Funding, LLC, in an amount not to exceed \$531,827 for the lease of two Yuyama Automated Medication Dispensing Systems including equipment, software service and interface support for the Martinez Detention Facility and West County Detention Facility for the period July 1, 2019 through June 30, 2024. (100% Hospital Enterprise Fund I)
- C.127** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Applied Computer Solutions, Inc., in an amount not to exceed \$416,230 for the purchase of VMWare, Inc. software licenses and support for the period May 1, 2019 through April 2, 2020. (100% Hospital Enterprise Fund I)
- C.128** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Master Agreement with Change Healthcare Technologies, LLC, and a Purchase Order in the amount of \$63,263 for the purchase of annual maintenance of ANSOS staff scheduling software for the period February 1, 2019 through January 31, 2020. (100% Hospital Enterprise Fund I)
- C.129** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Alternative Family Services, Inc., in an amount not to exceed \$1,272,596 to provide multidimensional treatment foster care services including mental health, crisis intervention and medication support services, to seriously emotionally disturbed children and young adults, and their families, for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$636,298. (50% Federal Medi-Cal, 50% County Mental Health Realignment)

- C.130** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with First Carbon Solutions, to increase the payment limit by \$4,000 to new payment limit of \$509,092 and extend the term from September 9, 2019 through September 9, 2020 to complete the Final Environmental Impact Report for the Tassajara Parks Project in the Tassajara Parks/San Ramon area. (100% applicant fees)
- C.131** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Hobbs Investments, Inc. (dba AM-Tran), effective June 1, 2019, to increase the payment limit by \$250,000 to a new payment limit of \$350,000, to provide additional transportation and courier services with no change in the original term of February 1, 2019 through January 31, 2020. (100% Hospital Enterprise Fund I)
- C.132** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with East Bay Tire in an amount not to exceed \$240,000 for tire supply services, for the period of September 1, 2019 through August 31, 2020, Countywide. (100% Fleet Internal Services Fund)
- C.133** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Kaiser Foundation Health Plan, Inc., to extend the termination date from September 30, 2019 to September 30, 2021 and to provide additional Medi-Cal services for Contra Costa Health Plan members enrolled in the Kaiser Health Plan, with no change to the contract payment limit of \$600,000,000. (100% Contra Costa Health Plan Enterprise Fund II)
- C.134** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with People Who Care Children Association, in an amount not to exceed \$229,795 to provide Mental Health Services Act prevention and early intervention services for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$114,898. (100% Mental Health Service Act)
- C.135** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Arati Pratap, M.D., in an amount not to exceed \$286,000 to provide gastroenterology services to Contra Costa Regional Medical Center and Health Center patients for the period September 15, 2019 through September 14, 2020. (100% Hospital Enterprise Fund I)
- C.136** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Quanmei Deng, M.D., effective September 1, 2019, to increase the payment limit by \$44,000 to a new payment limit of \$283,000 for additional anesthesia services with no change in the original term of period November 1, 2018 through October 31, 2019. (100% Hospital Enterprise Fund I)

- C.137** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Contra Costa Pathology Associates, in an amount not to exceed \$1,650,000 to provide outpatient laboratory testing for Contra Costa Health Plan members for the period September 1, 2019 through August 31, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C.138** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Contra Costa Interfaith Transitional Housing, Inc., in an amount not to exceed \$1,468,592 to provide temporary supportive housing services to homeless Contra Costa County residents to assist CalWORKs families achieve self-sufficiency and housing stability for the period August 1, 2019 through June 30, 2020. (100% Employment and Human Services Department CalWORKs)
- C.139** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with PH Senior Care, LLC (dba Pleasant Hill Manor), in an amount not to exceed \$472,200 to provide assisted living facility services for patients who have been discharged from Contra Costa Regional Medical Center and Health Centers for the period September 1, 2019 through August 31, 2020. (100% Hospital Enterprise Fund I)
- C.140** APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a Microsoft Enterprise Services Work Order with Microsoft Corporation in an amount not to exceed \$535,876 to extend Microsoft Unified Advanced Support services for the period June 13, 2019 through June 12, 2020. (100% User Fees)
- C.141** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Suresh K. Sachdeva, M.D., Professional Corporation, in an amount not to exceed \$425,000 to provide pediatric primary care services for Contra Costa Health Plan members for the period October 1, 2019 through September 30, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C.142** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Erik Grasso (dba Analytical Behavior Consultants), in an amount not to exceed \$1,500,000 to provide applied behavior analysis services for Contra Costa Health Plan members for the period October 1, 2019 through September 30, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C.143** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Goals for Autism, Inc., in an amount not to exceed \$700,000 to provide applied behavior analysis services for Contra Costa Health Plan members for the period October 1, 2019 through September 30, 2021. (100% Contra Costa Health Plan Enterprise Fund II)

Other Actions

- C.144** APPROVE and AUTHORIZE the District Attorney, or designee, to enter into Community Based Prosecution Agreements with the cities of Richmond, Antioch, Pittsburg, and Brentwood to pay the County a combined amount not to exceed \$300,000 for community prosecution program services for the period July 1, 2019 through June 30, 2020. (100% General Fund)
- C.145** APPROVE and AUTHORIZE the Public Works Director, or designee, to issue a Request for Proposals/Request for Qualifications for design-build contractors for the new West County Reentry and Treatment Facility and for the mental health treatment facility and related improvements in Module M of the existing Martinez Detention facility. (No fiscal impact)
- C.146** ADOPT Resolution No. 2019/526 consenting to the transfer of pipeline franchise 2016/12 from Chevron Pipe Line Company to Crimson Pipeline, L.P., as recommended by the Public Works Director, Martinez area. (No fiscal impact)
- C.147** AUTHORIZE the Conservation and Development Director to submit letters of confirmation and letters of interest to the Metropolitan Transportation Commission related to the County's Priority Development Area and Priority Production Area designations in Bay Point, Byron, El Sobrante, and Pacheco in order to establish and preserve eligibility for grant funding. (No fiscal impact)
- C.148** AMEND Contra Costa County Post-Employment Health Care Plan Investment Policies and Guidelines to modify investment strategic ranges, as recommended by the Post Retirement Health Benefits Trust Agreement Advisory Body. (No fiscal impact)
- C.149** ACCEPT the July 2019 Update of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.
- C.150** ACCEPT the report "Climate Resilience in Contra Costa County: Implementing the Adapting to Rising Tides Study" prepared by students from the UC Berkeley Goldman School of Public Policy under commission from the Department of Conservation and Development, and REFER the report to the Sustainability Committee for further consideration. (No fiscal impact)
- C.151** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Vizient, Inc. to perform financial and clinical data sharing at Contra Costa Regional Medical Center and Health Centers for the period September 24, 2019 through September 23, 2020. (Non-financial Agreement)

- C.152** APPROVE and AUTHORIZE the County Administrator or designee to execute a contract, subject to approval as to form by County Counsel, with Hensel Phelps Services, LLC, in an amount not to exceed \$500,000 for maintenance and training for mechanical and electrical systems at the new Administration Building and new Public Safety/Emergency Operations Center for the two year extended warranty period. (100% General Fund)
- C.153** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay SJBH, LLC (dba San Jose Behavioral Health Hospital) an amount not to exceed \$14,900 for the provision of inpatient psychiatric treatment services for County referred children, adolescents and adults for the period April 10, 2019 through June 30, 2019. (100% Mental Health Realignment)
- C.154** ACCEPT the 2017-2021 East Bay Regional and 2017-2021 Workforce Development Board of Contra Costa County (WDBCCC) Local Plan and AUTHORIZE the Chair, Board of Supervisors, to sign the WDBCCC Local Plan, as recommended by the Employment and Human Services Department Director.
- C.155** RATIFY action of the Health Services Director's designee, to issue a 30-day advance written notice to VVS Primary Care Medical Group, Inc. (dba Piedmont Primary Care), to terminate Contract #27-800-6, for provision of primary care services to Contra Costa Health Plan members, effective at the end of business on June 15, 2019.
- C.156** APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director on July 31, 2019, and by the Health Services Director, as required by the State Department of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.
- C.157** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Mt. Diablo Unified School District, effective September 1, 2019, to allow County to provide additional school-based mobile clinic services to children within the Mt. Diablo Unified School District with no change in the original term of March 1, 2017 through August 31, 2020.
- C.158** DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide. (No fiscal impact)
- C.159** AUTHORIZE the Conservation and Development Director to execute a facility rental agreement with the City of Martinez, and AUTHORIZE reduced hours of operation for Department permit centers on the afternoon of September 26, 2019 for the annual departmental team building event. (100% Land Development Fund, budgeted)

- C.160** APPROVE the medical staff appointments and reappointments, additional privileges, advancements, and voluntary resignations as recommend by the Medical Staff Executive Committee and the Health Services Director.
- C.161** APPROVE the Certification of Governance and Leadership Capacity Screening for Early Head Start, as recommended by the Employment and Human Services Director.
- C.162** APPROVE the Certification of Health and Safety Screening confirming a screening for compliance with local, state and federal health and safety regulations was conducted at each site where children receive Head Start and Early Head Start services, as recommended by the Employment and Human Services Director.

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 Federal D. Glover and Candace Andersen) 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 Diane Burgis and Karen Mitchoff) meets on the second Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Public Protection Committee** (Supervisors 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 **Sustainability Committee** (Supervisors John Gioia and Federal D. Glover) meets on the fourth Monday of every other month at 1:00 p.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.

Airports Committee	November 13, 2019	11:00 a.m.	See above
Family & Human Services Committee	September 23, 2019	10:30 a.m.	See above
Finance Committee	September 23, 2019 Canceled Special Meeting October 7, 2019	9:00 a.m.	Room 108
Hiring Outreach Oversight Committee	October 7, 2019	1:00 p.m.	See above
Internal Operations Committee	October 14, 2019	1:00 p.m.	See above
Legislation Committee	October 14, 2019	10:30 a.m.	See above
Public Protection Committee	Special Meeting September 30, 2019	9:00 a.m.	See above
Sustainability Committee	September 23, 2019	12:30 p.m.	See above
Transportation, Water & Infrastructure Committee	October 14, 2019 Canceled Special Meeting October 7, 2019	11:00 a.m.	See above

AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.

Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

- AB** Assembly Bill
- ABAG** Association of Bay Area Governments
- ACA** Assembly Constitutional Amendment
- ADA** Americans with Disabilities Act of 1990
- AFSCME** American Federation of State County and Municipal Employees
- AICP** American Institute of Certified Planners
- AIDS** Acquired Immunodeficiency 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
CCCPCFD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CDBG Community Development Block Grant
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCPCFD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
DSRIP Delivery System Reform Incentive Program
EBMUD East Bay Municipal Utility District
ECCPCFD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
EPSDT Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
F&HS Family and Human Services Committee
First 5 First Five Children and Families Commission (Proposition 10)
FTE Full Time Equivalent
FY Fiscal Year
GHAD Geologic Hazard Abatement District
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency 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

WCCHD West Contra Costa Healthcare District

WCCTAC West Contra Costa Transportation Advisory Committee



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 10, 2019

Subject: Memoranda of Understanding with Deputy Sheriffs Association Probation & Probation Supervisors Units

RECOMMENDATION(S):

ADOPT Resolution No. 2019/548 approving the Memorandum of Understanding between Contra Costa County and Deputy Sheriffs Association Probation and Probation Supervisors Units, implementing negotiated wage agreements and other economic terms and conditions of employment beginning July 1, 2019 through June 30, 2023.

FISCAL IMPACT:

The terms and conditions set forth in this action are estimated at a County FY 2019/20 (10 month) cost of \$1,657,000, including \$753,000 in benefit costs; the FY 2020/21 additional cost of \$2.40 million, including \$1.09 million in benefit costs; the FY 2021/22 additional cost of \$2.16 million, including \$975,000 in benefit costs, and the FY 2022/23 additional cost of \$2.53 million, including \$1.01 million in benefit costs.

BACKGROUND:

The Deputy Sheriffs Association Probation and Probation Supervisors Unit reached a Tentative Agreement with the County on August 26, 2019 and ratified the agreement on August 29, 2019. The resulting Memorandum of Understanding, which is attached, includes modifications to wages and benefits.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

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

By: , Deputy

cc: Todd Billeci, County Probation Officer, Robert Campbell, Auditor-Controller, Dianne Dinsmore, Human Resources Director

BACKGROUND: (CONT'D)

In summary, those changes are:

- Duration of Agreement (Section 47.4)

- The term of the agreement is from July 1, 2019 through June 30, 2023.

- General Wages (Section 5.1)

- Effective September 1, 2019, the base rate of pay for all Deputy Probation Officer (DPO) classifications represented by the Association will be increased by five percent (5%) and the base rate of pay for all Juvenile Institution Officer (JIO) classifications represented by the Association will be increased by four percent (4%).
- Effective July 1, 2020, the base rate of pay for all DPO classifications represented by the Association will be increased by five percent (5%) and the base rate of pay for all JIO classifications represented by the Association will be increased by four percent (4%).
- Effective July 1, 2021, the base rate of pay for all DPO classifications represented by the Association will be increased by five percent (5%) and the base rate of pay for all JIO classifications represented by the Association will be increased by four percent (4%).
- Effective July 1, 2022, the base rate of pay for all DPO classifications represented by the Association will be increased by five percent (5%) and the base rate of pay for all JIO classifications represented by the Association will be increased by four percent (4%).

- Sick Leave (Section 13)

- Amend Section 13.3.B.4 to clarify eligibility and usage of sick leave when used in conjunction with Pregnancy Disability Leave.

- Leave of Absence (Section 15)

- Amend multiple areas of Section 15 to include references to FMLA and CFRA.
- Clarify language in Section 15.2 regarding circumstances where leave without pay may be taken.
- Amend the process for certification of FMLA/CFRA leaves and remove redundant language under Section 15.9.
- Amend definitions and criteria under Section 15.9.
- Update Military leave language to align with Federal Uniformed Services Employment & Reemployment Rights Act (USERRA), limiting period to a maximum of five (5) years, plus ninety (90) days.

- Health, Life & Dental Care (Section 17)

- Beginning July 1, 2019, the County will adjust its monthly premium subsidies to cover at least the increases for the 2019 plan year. Lump sum adjustments will be made for prior periods.
- 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 for all tiers.
- Beginning January 1, 2022, the County will provide a premium subsidy of up to 80% of the second lowest priced non-deductible HMO plan for all tiers.
- The County will make an annual contribution into an HSA for active employees who are enrolled in an eligible High Deductible Health Plan and who have an HSA.

- Probationary Period (Section 18)

- Revised Section 18.4 modifying permanent-intermittent position probationary period hour requirements.

- Posting of Vacancies and Reassignments (Section 20)

- Amend Section 20.1 regarding eligibility requirements for reassignment for Juvenile Intuition Officers, including process for annual shift assignments.
- Amend Section 20.2 regarding eligibility requirements for reassignment for Deputy Probation Officers, including process for specialized shift assignments.
- Amend Section 20.3 regarding requirements for voluntary reassignments.
- Clean-up of various sections and incorporation of existing side letters into MOU.

CONSEQUENCE OF NEGATIVE ACTION:

The County and DSA will not have an agreement on a successor MOU and the agreed upon terms and conditions would not be implemented.

ATTACHMENTS

Resolution 2019/548

DSA Probation and Probation Supervisors Units MOU 2019-2023

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019/548

In The Matter Of: Memorandum of Understanding with Deputy Sheriffs Association Probation and Probation Supervisors Units, for the period of July 1, 2019 through June 30, 2023.

The Contra Costa 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 the County of Contra Costa and the Deputy Sheriffs Association Probation and Probation Supervisors Units providing for wages, benefits and other terms and conditions of employment for the period beginning July 1, 2019 through June 30, 2023, for those classifications represented by the Deputy Sheriffs Association Probation and Probation Supervisors Units is ADOPTED. A copy of the MOU is attached.

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

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

ATTESTED: September 10, 2019

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

By: , Deputy

cc: Todd Billeci, County Probation Officer, Robert Campbell, Auditor-Controller, Dianne Dinsmore, Human Resources Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND THE
DEPUTY SHERIFFS ASSOCIATION
PROBATION AND PROBATION SUPERVISORS UNITS



JULY 1, 2019 – JUNE 30, 2023

**DEPUTY SHERIFFS ASSOCIATION
PROBATION AND PROBATION SUPERVISORS UNITS**

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ATTACHMENTS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY

AND THE

DEPUTY SHERIFFS ASSOCIATION
PROBATION AND PROBATION SUPERVISORS UNITS**

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 the County and appropriate fire districts, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing and ending as described in subsection 47.4.

DEFINITIONS

DEFINITIONS

- A. **Appointing Authority:** Department Head unless otherwise provided by statute or ordinance.
- B. **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.
- C. **Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.
- D. **County:** Contra Costa County.
- E. **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.
- F. **Director of Human Resources:** The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.
- G. **Eligible:** Any person whose name is on an employment or reemployment or layoff list for a given class.
- H. **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.
- I. **Employment List:** A list of persons who have been found qualified for employment in a specific class.
- J. **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.
- K. **Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period, but on an intermittent basis, as needed, paid on an hourly basis.
- L. **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.

- M. Permanent Position:** Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.
- N. 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.
- 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 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.
- 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.
- W. Association:** Deputy Sheriffs Association Probation and Probation Supervisors Units.

SECTION 1 - ASSOCIATION RECOGNITION

SECTION 1 - ASSOCIATION RECOGNITION

The Association is the formally recognized employee organization for the Probation Representation Unit and Probation Supervisor Unit certified pursuant to Board of Supervisors' Resolution 81/1165.

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.

- A. **Notification of Dues Deduction Changes.** The Association shall regularly provide the County in a manner that has been mutually agreed upon, with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section. 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.
- B. 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 Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.
- C. The County Human Resources Department shall monthly furnish a list of all new hires to the Association.

2.2 Communicating With Employees. The Association shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Association, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The department head reserves the right to remove objectionable materials after notification to and discussion with the Association.

Representatives of the Association, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by

SECTION 2 - ASSOCIATION SECURITY

on-duty employees. The Association shall be allowed access to work locations in which it represents employees for the following purposes:

- A. To post literature on bulletin boards.
- B. To arrange for use of a meeting room.
- C. To leave and/or distribute a supply of literature as indicated above.
- D. To represent an employee on a grievance and/or to contact an Association officer on a matter within the scope of representation. In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

2.3 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 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.

SECTION 2 - ASSOCIATION SECURITY

2.5 Written Statement for 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. For purposes of this section, a "new employee" is any person not previously represented by the Association who is hired into a position represented by the Association whether by new hire, transfer or promotion. The department will notify the Association within ten (10) days of hire of the new employee's name, position, and any personal contact information (including address, phone number, and email) that the County has on record.
- 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) days prior to the event. Where the Association holds quarterly new employee orientations, the Department will inform the new employees of the first available orientation and release them from duty to attend. The Association and Department will work to find mutually agreeable dates and times for such orientations.
- C. The new employee orientation notice provided to the Association will include the date, time, and location of the orientation.
- D. For Department-level new employee orientations, representatives of the Association shall be permitted to make a presentation of up to sixty (60) minutes, and present written materials, during a portion of the orientation.
- E. A bargaining unit member attending orientation as an Association representative shall be given paid release time sufficient to cover the Association presentation and travel time. The Association will provide the names of any employees who they wish to be released at least 48 hours in advance to the Labor Relations Manager.

2.6 Assignment of Classes to Bargaining Units. The County shall assign new classes in accordance with the following procedure:

- A. Initial Determination. When a new class title is established, the Chief of Labor Relations 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 Chief of Labor Relations' determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.

SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)

- C. Meet and Confer and Other Steps. Upon request by an employee organization in accordance with subsection 2.10, Assignment of Classes to Bargaining Units, paragraph B above, the Chief of Labor Relations shall meet and confer with the requesting organization(s), and with other recognized employee organizations when appropriate, to seek agreement on this matter within sixty (60) days after the ten (10) day period in subsection 2.10 (Assignment of Classes To Bargaining Units) 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)

There shall be no discrimination because of sex, race, creed, color, national origin, sexual orientation or Association activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for the position or from carrying out the duties of the position safely.

The Employer and the Association recognize that under the Americans With Disabilities Act ("ADA") the Employer has an obligation to reasonably accommodate disabled employees. If because of that requirement the Employer contemplates actions to reasonably accommodate an employee that conflict with any provision of this Agreement, the County will advise the Association of such proposed accommodation. Upon request, the County will meet and confer with the Association on the impact of such accommodation.

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 ADA.

SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

4.1 Attendance at Meetings. Employees designated as shop stewards 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.

SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

- C. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 23 (Grievance Procedure) of this MOU.
- D. If they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.
- E. If they are designated as spokesperson or representative of the 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.
- F. Shop stewards 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 (e.g. grievance meeting, Skelly hearing).

4.2 Association-Sponsored Training Programs. The County shall provide a maximum of forty-eight (48) hours per year of release time for Association designated stewards or officers to attend Association-sponsored training programs. Time authorized by the County for training creditable to STC training shall not be counted towards this total. Verification regarding whether training is creditable will not be determined until after the training is received and submitted for approval to the Corrections Standards Authority (CSA). There will be no penalty for exceeding the cap on training hours if the hours are determined to be non-creditable after the training is received. 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.

4.3 Association Representatives. 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.

SECTION 5 - SALARIES

5.1 General Wages.

A. General Wages

1. Effective the first of the month following ratification by the Association, the base rate of pay for all Deputy Probation Officer classifications represented by the Association will be increased by five percent (5%) and the base rate of pay for all Juvenile Institution Officer classifications represented by the Association will be increased by four percent (4%).
2. Effective on July 1, 2020, the base rate of pay for all Deputy Probation Officer classifications represented by the Association will be increased by five percent (5%) and the base rate of pay for all Juvenile Institution Officer classifications represented by the Association will be increased by four percent (4%).
3. Effective July 1, 2021, the base rate of pay for all Deputy Probation Officer classifications represented by the Association will be increased by five percent (5%) and the base rate of pay for all Juvenile Institution Officer classifications represented by the Association will be increased by four percent (4%).
4. Effective July 1, 2022, the base rate of pay for all Deputy Probation Officer classifications represented by the Association will be increased by five percent (5%) and the base rate of pay for all Juvenile Institution Officer classifications represented by the Association will be increased by four percent (4%).

B. Lump Sum Payment

1. Permanent Full-Time Deputy Probation Officers (7AWA, 7AVA, 7ATA) and Probation Supervisor I (7AHA), and Institutional Supervisor I (7KHA), in one of these classifications on the first day of the month in which the MOU is adopted by the Board of Supervisors, will each be paid a lump sum payment of six hundred ninety-seven dollars (\$697) on November 10, 2015.
2. The employee's lump sum payment will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

C. Longevity Pay.

1. Employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.
2. Effective July 1, 2012, permanent, full-time and part-time employees who have completed fifteen (15) years of Contra Costa County service will

SECTION 5 - SALARIES

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 fifteen (15) year service award. For those employees who completed fifteen (15) years of service on or before July 1, 2012, this longevity differential will be paid prospectively only from July 1, 2012.

3. Effective July 1, 2012, 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 July 1, 2012, this longevity differential will be paid prospectively only from July 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 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.

SECTION 5 - SALARIES

- 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 date 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 Steps 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 step or denial of the step subject to one additional review at a specified later date that falls before the employee's next anniversary. Such later date must be established when the original recommendation is returned to the employee. Except as provided herein, steps within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range be granted at one time. If the appointing authority recommends denial of the within range step advancement on the employee's anniversary date, but recommends a special salary review at a later date before the employee's next anniversary date, the special salary review shall not affect the regular salary review on the employee's next anniversary date. Nothing herein shall be construed to mandate that the County grant step advancement. If the employee's department attests in writing that it made an administrative or clerical error by failing to submit the documents needed to advance an employee to the next salary step on the first of the month when the employee was eligible for the advancement, said advancement shall take effect retroactive and including the first of the month in which the employee was first eligible for the advancement.

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.

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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.

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- 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, 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

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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 Lead Juvenile Institution Officer. Permanent full-time and permanent intermittent employees in the classifications of Juvenile Institution Officer I (7KWB), Juvenile Institution Officer II (7KVB), and Juvenile Institution Officer III (7KTB) in County juvenile institutions and treatment programs will receive a shift differential of seven and

SECTION 5 - SALARIES

one-half percent (7.5%) of the employee's base hourly rate of pay for all hours worked when assigned as "Lead Juvenile Institution Officer" for their unit or dormitory.

The same shift differential will also apply when:

- replacing an employee in the classification of Institutional Supervisor II (7KGA) who is assigned to the Juvenile Hall (Org. # 3120), or
- replacing an employee in the classification of Institutional Supervisor I (7KHA) who is assigned to Orin Allen Youth Rehabilitation Facility. (Org. # 3160).

Facility administrators have the sole responsibility for selecting and assigning Lead Juvenile Institution Officers. The selection process shall include an assessment of experience, skills, leadership abilities, seniority, and the needs of the unit or facility among other considerations. The selection and assignment of Juvenile Institution Officers in accordance with the above criteria is not grievable.

5.14 Payment. On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee. The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions. The election to receive the advance shall be made on the prescribed form (form M-208, revised 5/81) and submitted by the fifteenth (15th) of the month to the department payroll clerk who will forward the card with the Salary Advance Transmittal/Deviation Report to the Auditor-Controller (Payroll Section). Such an election would be effective in the month of the submission and would remain effective until revoked. In the case of an election made pursuant to this Section 5.14, (Payment), all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

5.15 Special Benefit for Permanent Employees Hired on and after January 1, 2011:

- A. Beginning on April 1, 2011 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, 2011.
 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.

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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. **No Cross Crediting:** The amounts contributed by the employee and the County pursuant to Subsection A 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.
- C. **Maximum Annual Contribution:** All of the employee and County contributions set forth in Subsection A 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.
- D. **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 Association 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.

SECTION 6 - DAYS AND HOURS OF WORK

7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

SECTION 6 - DAYS AND HOURS OF WORK

6.1 Definitions.

- A. **Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.
- B. **Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- C. **Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than forty (40) hours in the "workweek" as defined in subsection F below.
- D. **4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.
- E. **9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty six (36) hours in one calendar week and forty four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty four (44) hour calendar week. In the forty four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.
- F. **Workweek for Employees on Regular, Alternate, and 4/10 Work Schedules:** For employees on regular, flexible, 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)

SECTION 6 - DAYS AND HOURS OF WORK

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). Department Heads may offer current and future employees a 9/80 work schedule with the first or second Monday or Friday off and with a start time of 7:30 am or 8:00 am. 9/80 work schedules will be implemented in accordance with the Administrative Bulletin on 9/80 work schedules.

- H. **9/80 Work Schedule.** The Probation Department agrees to continue a 9/80 work schedule program for those Institutional Supervisor I employees who work the graveyard shift at Juvenile Hall with the following conditions:
- a. The 9/80 program does not negatively impact the operations of the Juvenile Hall graveyard shift;
 - b. The 9/80 program will not result in additional staff costs;
 - c. The 9/80 work schedule will be optional to the assigned Institutional Supervisor I employee;

6.2 4/10 Shifts.

- A. If the County wants to eliminate any existing 4/10 shift and substitute a 5/8 shift or to institute a 4/10 shift which does not allow for three (3) consecutive days off (excluding overtime days or a change of shift assignment), or change existing work schedules or existing hours of work, it will meet and confer with the Association prior to implementing said new shift or hours change. This obligation does not apply where there is an existing system for reassigning employees to different shifts or different starting/stopping times. Nothing herein prohibits affected employees and their supervisor from mutually agreeing on a change in existing hours of work provided other employees are not adversely impacted.
- B. Individual Deputy Probation Officers currently on a 4/10 schedule may remain on said schedule for the duration of the MOU except when a change to a 5/8 schedule is mutually agreed upon between the employee and their immediate supervisor. However, as positions vacate, the Probation Department reserves the prerogative to change the assignment to a 5/8 work schedule before refilling it. Nothing herein precludes supervisors from recommending that vacated 4/10 positions be retained.

6.3 Time Reporting/Time Stamping. Permanent Intermittent and Temporary (hourly) employees must timestamp in and out as they begin their work shifts, finish their work shift, and take meal periods. Salaried employees will report time off and time worked for special pays on the electronic timecard.

6.4 Accrual Usage: The use of leave accruals must be reported in one (1) minute increments.

SECTION 7 - OVERTIME AND COMPENSATORY TIME

- 6.5 Time Reporting and Pay Practices Waiver.** The Association agrees to the implementation of an Automated Timekeeping System. The Association waives its right to meet and confer regarding any impacts that may result from the County's implementation of the automated timekeeping system, including but not limited to, changes to current departmental time reporting and pay practices.

SECTION 7 - OVERTIME AND COMPENSATORY TIME

7.1 Overtime.

- A. Permanent full-time and part-time employees will be paid overtime pay or overtime compensatory time off for any authorized work performed:
- 1) in excess of forty (40) hours per week; or
 - 2) in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours. For example, an employee who is scheduled to work ten (10) hours per day and who works eleven (11) hours on a particular day will be paid one (1) hour of overtime.

Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.

Overtime for permanent employees is earned and credited in a minimum of one-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.
- C. Permanent full-time and part-time employees in the classification of Institutional Supervisor I (7KHA) who are assigned to Juvenile Hall (Org# 3120) or Orin Allen Youth Rehabilitation Facility (Org# 3160) are eligible to receive overtime pay or overtime compensatory time off for any authorized work performed. All other Institutional Supervisor I (7KHA) employees and employees in the classification of Probation Supervisor I (7AHA) are not eligible to receive the overtime pay, straight time pay or compensatory time described in this Section 7. In lieu of overtime pay, straight time pay or compensatory time; these employees will receive Paid Personal Leave pursuant to Section 50.B.

SECTION 7 - OVERTIME AND COMPENSATORY TIME

7.2 Overtime 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 their 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, after the list has been compiled, will be paid for authorized overtime and straight time hours worked until the preparation of the next annual list.
- 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. 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.

SECTION 8 - CALL BACK TIME PAY

- 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 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.

7.3 Straight Time Pay and Straight Time Compensatory Time.

- A. Permanent full-time and part-time employees are eligible to receive straight time pay or straight time compensatory time off for hours worked in excess of the employee's daily number of scheduled hours that do not qualify for overtime pay as described in Section 7.1, above.
- B. Straight time pay is calculated at the rate of one (1.0) times the employee's base rate of pay (not including differentials or shift pays).
- C. Straight time compensatory time off is accrued at the rate of one (1.0) times the number of straight time hours worked as defined in 7.3.A. above. The election of compensatory time off for overtime hours in lieu of overtime pay means that the employee also elects to receive compensatory time off for straight time hours in lieu of straight time pay. An employee cannot elect to receive straight time compensatory time off for straight time hours if the employee does not also elect to receive compensatory time off for overtime hours, and vice versa. For employees who receive straight time compensatory time off in lieu of straight time pay, except as otherwise set forth in this Section 7.3, the rules for administration of compensatory time off described in Section 7.2, above, apply to straight time compensatory time off.

SECTION 8 - CALL BACK TIME PAY

A permanent full-time or permanent part-time employee who is called back to duty will be paid for Call Back Time. Call Back Time occurs when an employee is not scheduled

SECTION 8 - CALL BACK TIME PAY

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 - SHIFT DIFFERENTIAL

A. Permanent full-time and permanent part-time employees:

1. Permanent full-time and permanent part-time employees will receive a shift differential of five percent (5%) for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.
2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.
3. Employees who commence a vacation, paid sick leave period, paid disability or other paid leave immediately after working a shift that qualifies for the shift differential, will have the shift differential included in computing the pay for their time on paid leave. Employees on a rotating shift schedule who commence a vacation, paid sick leave, paid disability, or other paid leave will be paid the shift differential that they would have received had the employees worked the scheduled shift during the period of paid leave. Shift differential shall only be paid during paid sick leave and paid disability leave as provided above for the first thirty (30) calendar days of each absence.

B. Permanent Intermittent and Temporary employees:

1. Permanent Intermittent and temporary employees will receive a shift differential of five percent (5%) for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 5:00p.m. and 9:00a.m.
2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

10.1 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 Probation 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.

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

10.2 Separation Through Layoff.

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies permanent intermittent or permanent part-time position, the least senior employee being displaced first.
 2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.
- D. Particular Rules on Displacing.
1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
 2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority.
 - a. In the same class as provided in Section 10.2 (Separation Through Layoff) paragraph C subparagraph 1 (In the Same Class) or,
 - b. In a class of the same or lower salary level as provided in Section 10.2 (Separation Through Layoff) paragraph C subparagraph 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

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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 of the former class, shall carry the seniority accrued in the former class into the new class. Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

2. Seniority for layoffs, pursuant to this Section 10 (Workforce Reduction/Layoff/Reassignment) and subsection 20.5 (Reassignment Due to Layoff or Displacement) shall be based on series seniority rather than classification seniority. The Juvenile Institution Officer series includes Juvenile Institution Officer I, Juvenile Institution Officer II, and Juvenile Institution Officer III. The Deputy Probation Officer series includes Deputy Probation Officer I, Deputy Probation Officer II, and Deputy Probation Officer III. The Probation Supervisor I and Institutional Supervisor I classifications are not included in either series and are considered stand-alone classifications. An employee's seniority within a series for layoff, displacement and reassignment purposes under subsection 19.6 (Seniority Credit) shall be determined by adding the employee's length of service in the particular series in which the employee currently holds a position, 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 the layoff.

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.

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- 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. 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

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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.

10.3 Notice. The County agrees to give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

10.4 Special Employment Lists. The County will establish a Tactical Employment Team (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.

10.5 Reassignment of Laid Off Employees. Employees who are displaced within the same classification or within the Juvenile Institution Officer series or within the Probation Officer series from fulltime to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

SECTION 11 - HOLIDAYS

11.1 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

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The last Monday in May, known as Memorial Day
July 4th, known as Independence Day
First Monday in September, known as Labor Day
November 11th, known as Veterans Day
4th Thursday in November, known as Thanksgiving
The day after Thanksgiving
December 25th, known as Christmas Day

Such other days as the Board of Supervisors may by resolution designate as holidays.

1. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.
 2. For employees who work in twenty-four (24) hour operations and whose regularly assigned schedule results in the employee working a holiday, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.
- B. Each full-time employee will accrue two (2) hours of personal holiday credit per month. Such personal holiday time, will be taken in one minute increments, and 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, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.
- C. Employees who work in twenty-four (24) hour facilities or Juvenile Institution Officers designated as Juvenile Hall Transportation Officers by the Probation Department will, in addition to those holidays specified in Section 11.1.A above, observe Admission Day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but shall not accrue the two (2) hours per month of personal holiday credit referenced in Section 11.1.B above. Juvenile Institution Officers designated as Juvenile Hall Transportation Officers by the Probation Department may be required to work one or more of the holidays.

11.2 Holiday is Observed (NOT WORKED)

A. Full-Time Employees:

1. **Holiday Observed – Full-Time Employees.** Full-time employees on regular 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday (eight [8] hours off), without a reduction in pay, whenever a holiday is observed by the County.

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2. **Holidays Observed on Regular Day off of Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedule:** When a holiday is observed by the County on the regularly scheduled day off of an employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time in recognition of his/her regularly scheduled day off.

3. **Holiday Observed – Full Time Employees Scheduled in Excess of Eight (8) Hours:** When a holiday falls on an a employee’s regularly full-time employee’s scheduled work day, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (A.W.O.P.) will be authorized.

4. **Holiday Observed – Full Time Employees Scheduled for Less Than Eight (8) Hours:** When a full time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee is scheduled to work on the holiday.

B. Part Time Employees:

1. **Holidays Observed – Part-time Employees.** When a holiday is observed by the County, each part-time employee is entitled to observe the holiday in the same ratio as the his/her number of position hours bears the part-time employee’s weekly schedule bears to forty (40) hours, multiplied by eight (8) hours, without a reduction in pay. For example, a part-time employee whose position hours are 24 hours 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.”

2. **Holiday Observed on Regular Day Off of Part Time Employees:** When a holiday is observed by the County on the regularly scheduled day off of a part time employee, the part time employee is entitled to observe the holiday in the amount of the “part time employee’s holiday hours,” without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or compensatory time, in the amount of the “part time employee’s holiday hours” in recognition of his/her scheduled day off.

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3. **Holiday Observed - Part Time Employees Scheduled to Work in Excess of “Part Time Employee’s Holiday Hours”:** When the number of hours in a part time employee’s scheduled work day that falls on a holiday is more than the employee’s “part time employee’s holiday hours”, the employee must use non-sick leave accruals for the difference between the employee’s scheduled work hours and the employee’s part time employee’s holiday hours.” If the employee does not have any non-sick leave accruals balances, leave without pay (AWOP) will be authorized.
4. **Holiday Observed – Part Time Employees Scheduled to Work Less Than “Part Time Employee’s Holiday Hours”.** When the number of hours in a part time employee’s schedule work day that fall on a holiday is less than the employee’s “part time employee’s holiday hours”, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her 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.”

11.3 Holiday is WORKED.

A. Full Time Employees:

1. **Holiday Falls on Regularly Scheduled Work Day of Full Time Employees on Regular, 4/10, 9/80, Flexible and Alternate Work Schedules:** When a full-time employee works on a holiday that falls on the employee’s regularly scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) or holiday compensation time at the same rate, up to a maximum of eight (8) hours. This provision applies to regular, 4/10, 9/80, flexible and alternate work schedules.
2. **Holiday Worked – Full Time Employee Scheduled less than Eight (8) Hours on Regularly Scheduled Work Day:** When a full time employee is scheduled to work less than eight (8) hours on a holiday (hereafter referred to as “full time employee short shift”), and the employee works that full time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between eight (8) hours and the employee's scheduled full time employee short shift hours.
3. **Holiday Falls On Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules:**

- A. When a full-time employee works on a holiday that falls on the employee’s scheduled day off, the employee is entitled to receive his or her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one-

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half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision applies to employees on 4/10, 9/80, flexible, and alternate work schedules.

B. Part Time Employees.

1. **Holiday Falls on Regularly Scheduled Work Day:** When a part time employee works on a holiday that falls on the employee's scheduled work day, the part time employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensatory time for all hours worked on the holiday, up to a maximum of the "part time employee's holiday hours."

2. **Holiday Worked-Part Time Employee Scheduled for Less Than "Part Time Employee's Holiday Hours" on Regularly Scheduled Work Day:** When a part time employee is scheduled to work less than the employee's "part time employee's holiday hours" on a holiday (hereafter referred to as "part time employee's short shift"), and the employee works that part time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the "part time employee's holiday hours" and the part time employee short shift hours.

3. **Holiday Worked – Part Time Employee Scheduled to Work in Excess of "Part Time Employee's Holiday Hours" on Regularly Scheduled Work Day:** When a part time employee is scheduled to work more than his/her "part time employee's holiday hours" on a holiday (hereafter referred to as "part time employee long shift"), and the employee works more than the part time employee long shift hours, the employee is entitled to receive straight time pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or compensatory time up to eight (8) hours. When a part-time employee works more than his/her part time employee long shift hours and beyond eight (8) hours, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond the part time employee long shift hours that exceed eight (8) hours.

4. **Holiday Falls on Regularly Scheduled Day Off of Part Time Employee:** When a part time employee works on a holiday that falls on the employee's regularly scheduled day off, the employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all

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hours worked on the holiday, up to a maximum of the amount of the “part time employee’s holiday hours.”

5. **Holiday Worked – Regularly Scheduled Day off in Excess of “Part Time Employee’s Holiday Hours:** If a part time employee works more than the “part time employee’s holiday hours,” the part time employee is also entitled to receive compensatory time or straight time pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. If a part time employee works more than eight (8) hours on the holiday, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond eight (8) hours. The part time employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) multiplied by the amount of the “part time employee’s holiday hours” or flexible compensatory time in recognition of his/her scheduled day off.
6. **Holiday Worked – Regularly Scheduled Day Off Less Than “Part Time Employee’s Holiday Hours”.** If a part time employee works a part time employee short shift on his/her regularly scheduled day off, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the part time employee’s short shift hours and the “part time employee’s holiday hours.”

11.4 Holiday and Compensatory Time Provisions.

- A. **Maximum Accruals of Holiday Comp Time.** Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one-half (1.5) times his/her base rate of pay. Holiday compensation time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- B. **Pay Off of Holiday Comp Time.** Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for holiday compensatory time.
- C. **Maximum Accruals of Flexible Compensatory Time.** Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of one (1.0) times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times

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determined by mutual agreement of the employee and the Department Head or designee.

- D. Payoff of Flexible Comp Time.** Flexible compensatory time will be paid off only upon a change in status. A change in status includes transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for flexible compensatory time.
- E.** Employees who elect to receive flexible compensatory time or holiday compensatory time credit must agree 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.

11.5 Permanent Intermittent Employees. 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 a maximum of eight (8) hours worked on the holiday.

11.6 Holiday Worked by Temporary Employee. A temporary employee in the job classification of Juvenile Institution Officer I, II, or III who has completed 2080 hours of employment is eligible 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, up to a maximum of eight (8) hours.

11.7 Holidays for Full-Time Employees who Work in Twenty-Four (24) Hour Facilities and Who do Not Accrue Two (2) Hours per Month of Personal Holiday Credit.

- A.** All of the provisions of section 11 apply to all the full-time employees who work in twenty-four (24) hour facilities and who do not accrue two (2) hours per month of personal holiday credit.
- B.** When a holiday falls on the regularly scheduled day off of a full-time employee who works in a twenty-four (24) hour facility and who does not accrue two (2) hours per month of personal holiday credit, the employee's regularly scheduled day off moves to the employee's next scheduled work day.
1. **Employee Works on his/her Next Scheduled Work Day Following the Holiday:** When a full-time employee works on his or her next scheduled work day following the holiday, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive, for a maximum of eight (8) hours, overtime pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate.
 2. **Employee does NOT work on his/her Next Scheduled Work Day Following the Holiday.** When a full time employee does NOT work on his/her next scheduled work day following the holiday, the employee is

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entitled to the day off, without a reduction in pay, in recognition of his/her regularly scheduled day off.

3. The County retains the right to decide when an employee will work or not work the next scheduled work day following a holiday.

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12.1 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 (1) 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.

12.2 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.

12.3 Vacation Accrual Rates.

- A. Accrual Rates of Maximum Accumulation. The rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 5 years	6-2/3	160
5 through 10 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

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B. 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 reached twenty (20) years of service on January 1, 2008;
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's March 10, 2008 pay warrant.

Example Two:

1. An employee's Service Award Date is February 24, 1987
2. The employee reached twenty (20) years of service on February 24, 2007;
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's April 10, 2007 pay warrant.

12.4 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.

12.5 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.

12.6 Vacation Preference. Use of vacation accruals is by mutual agreement between the employee and the supervisor and preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible unless otherwise provided in the supplemental sections of this Memorandum of Understanding.

SECTION 13 - SICK LEAVE

13.1 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.

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13.2 Credits to and Charges Against Sick Leave. Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations and this Memorandum of Understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation. Credits to and charges against sick leave are made in minimum amounts of one (1) minute increments. 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. As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

13.3 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.

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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. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.

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- c. If all accrued sick leave has been utilized by the employee, the employee shall be considered on leave without pay.
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. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.
10. 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 County Administrator 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.

13.4 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

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1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
 2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
 3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
 4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.
- B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action. Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:
1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under subsection 13.4 (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.

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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.

13.5 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

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- 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 13.5 (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

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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.

13.6 Workers' Compensation.

- A. Not Covered by Labor Code Section 4850. This subsection 13.6.A (Worker's Compensation) applies only to those on-the-job injuries or illnesses sustained by employees who are not covered for such injury or illness under Labor Code Section 4850:
1. 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

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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.

2. 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 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.
3. 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.
4. 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

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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.

5. 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.
6. 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.
7. 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.
8. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:

$$C = 8 [1 - (W \div S)]$$

C = Sick leave or vacation charge per day (in hours)

W = Statutory Workers' Compensation for a month

S = Monthly salary

For example:

W = \$960 per month Workers' Compensation

S = \$1667 per month salary

8 = 8 hours

C = Hours to be charged to Sick Leave

$$C = 8 [1 - (\$960 \div \$1,667)]$$

$$C = 8 [1 - (.5758)]$$

$$C = 8 (.4242)$$

$$C = 3.39$$

3 hours chargeable to sick leave

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5 hours chargeable to Workers' Compensation

B. Covered By Section 4850. This subsection 13.6.B applies only to those on-the-job injuries or illnesses sustained by employees who are covered for such injury or illness under Labor Code Section 4850.

1. State Labor Code 4850 Pay. Law enforcement officers as defined in State Labor Code 4850 who are members of the Contra Costa County Retirement System continue to receive full salary benefits in lieu of temporary disability during any absence from work which qualifies for Workers Compensation benefits.

Currently, the maximum 4850 pay is one (1) year for any injury or illness. To be eligible for this benefit the employee must be under the care of a physician. All 4850 pay shall be approved by the County Administrator's Office, Risk Management Division.

2. Sick Leave and Vacation. Sick leave and vacation shall accrue in accordance with the provision of State Labor Code 4850.

3. 4850 Pay Beyond One Year. If an injured employee remains eligible for Worker's Compensation temporary disability benefits beyond one year, full salary will continue by integrating sick leave and/or vacation accruals with Worker's Compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, Worker's Compensation benefits will be paid directly to the employee as prescribed by Workers Compensation laws.

4. Rehabilitation Integration. An injured employee who is eligible for Worker's Compensation rehabilitation temporary disability benefits and who has exhausted 4850 pay eligibility will continue to receive full salary by integrating sick leave and/or vacation accruals with Worker's Compensation rehabilitation temporary disability benefits. When these accruals are exhausted, the rehabilitation temporary disability benefits will be paid directly to the employee as prescribed by Workers Compensation laws.

5. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the 4850 pay period and during integration of sick leave or vacation with Worker's Compensation benefits.

6. 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 hrs.)

W = Statutory Workers' Compensation for a month

S = Monthly salary

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13.7 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.

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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.

14.1 Program Design. The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period, 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.

14.2 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 will meet once a month if 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

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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.

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15.1 Leave Without Pay. Any employee who has permanent status in the classified service may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves under the Pregnancy Disability Leave Act, Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) shall be granted in accordance with applicable state and federal law.

15.2 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 pregnancy disability.

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3. Family care for family members as defined in Section 15.9.
 4. To take a course of study such as will increase the employee's usefulness on return to the position.
 5. For other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer of the need for family care leave as soon as possible and practical.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for FMLA/CFRA shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date an employee uses his/her FMLA/CFRA leave in accordance with Section 15.5 (Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA)) below.
- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, or serious health condition, the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

15.3 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

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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 11.1 (Holidays Observed), 12.1 (Vacation Allowance), 12.4 (Accrual During Leave Without Pay), 13.2 (Credits to and Charges Against Sick Leave), and 13.7 (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.

15.4 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, up to a maximum of five (5) years as permitted by the federal Uniformed Services Employment & Reemployment Rights Act (USERRA), 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 if necessary in accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service without any loss of standing of any kind whatsoever provided such position still exists, the employee is otherwise qualified, and the employee's cumulative military service does not exceed five (5) years for reemployment purposes as defined in USERRA. An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service. Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

15.5 Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA). Upon request to the appointing authority, in a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA/CFRA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave (less if so requested by the employee) for:

- A. Medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position;
or
- B. FMLA/CFRA 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.

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15.6 Certification. The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

15.7 Intermittent Use of Leave. The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 15.12 (Leaves Without Pay – Use of Accruals) below. When paid leave accruals are used for FMLA/CFRA, such time shall be counted as a part of the eighteen (18) week entitlement.

15.8 Aggregate Use for Parents. If the parents are both employed by the County, the FMLA/CFRA entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month measured backward from the date the employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

15.9 Definitions. For Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) 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 Family Code Section 300.
- D. “Domestic Partner”: As defined in Family Code Section 297.
- E. “Serious Health Condition”: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- F. “Certification for Family & Medical Leave Act (FMLA)/California Family Rights Act (CFRA)”: A written communication to the employer from a health care provider of an employee with a serious health condition or illness or from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:

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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 Position": 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.

15.10 Pregnancy Disability Leave.

- A. How Leave Is Counted. Insofar as pregnancy disability leave is used under subsection 13.3, paragraph B, subparagraph 4 (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the eighteen (18) week California Family Rights Act (CFRA) leave.
- B. Pregnancy Limited Duty Assignment. Once an employee has been granted limited duty status for maternity reasons by the County, such employee may, with specific medical verification, request and receive reassignment to a work location which shall not require the employee to have a physical presence during the term of the pregnancy on any living unit at juvenile hall.

15.11 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in subsection 15.12 (Leave Without Pay – Use of Accruals). During the eighteen (18) weeks of an approved FMLA/CFRA leave under subsection 15.5 Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) 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 15.12 (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.

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15.12 Leave Without Pay - Use of Accruals.

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under subsection 13.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by Long Term Disability ("LTD") Benefit Coordination or Sick Leave Integration or as provided in the sections below.
- B. California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA). During the eighteen (18) weeks of an approved medical (FMLA) or family care (CFRA) leave, if a portion of that leave will be on a leave of absence without pay, the employee will be required to use at least 0.1 hour of sick leave (if so entitled under subsection 13.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection 15.12, 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 as provided in subsection 15.12 (All Leaves of Absence) paragraph B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection 15.12 (All Leaves of Absence) paragraph A herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under subsection 13.3 (Policies Governing the Use of Paid Sick leave).

15.13 Leave of Absence Replacement and Reinstatement. Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service due to the reinstatement of a permanent employee, the provisions of Section 10 (Workforce Reduction/Layoff/Reassignment) shall apply.

15.14 Reinstatement From Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) Leave. In the case of a FMLA/CFRA leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is

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after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full-time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than seven hundred twenty (720) hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

15.15 Salary Review While on Leave of Absence. The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

15.16 Unauthorized Absence. An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

15.17 Non-Exclusivity. Other MOU language on this subject, not in conflict, shall remain in effect.

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16.1 Jury Duty. For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

- A. When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.
- B. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.
- C. If summoned for jury duty in a Superior or Federal Court, or a Coroner's jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.
- 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:

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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.
- H. Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

16.2 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 16.1 (Jury Duty) of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

SECTION 17 - MEDICAL, DENTAL & LIFE INSURANCE

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17.1 Health Plan Coverage.

A. 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 health 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

In the event that a 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 beginning January 1, 2018.

17.2 Monthly Premiums.

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
County Selected 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

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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 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 and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.
- D. In the event that a provider no longer offers to the County a medical or dental plan listed in this Section 17 or a provider and the County do not renew a medical or dental plan listed in this Section 17, the Association agrees that the new medical or dental plans selected by the County to replace the current plans will be available to employees represented by the Association and the Association agrees that the new plans will replace the medical or dental plans provided for in this MOU. The County will give notice to the Association when any new medical or dental plans are adopted and when they will be effective for employees represented by the Association.

17.3 Retirement Coverage:

A. Upon Retirement:

1. Upon retirement eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the monthly premium subsidies set forth in subsection 17.2 for eligible retirees and their eligible family members.
2. Any person who becomes age 65 on or after December 7, 2010, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
3. For employees hired on or after January 1, 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 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

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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 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 they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to paragraph (A), above, as similarly situated retirees who did not defer retirement are entitled, 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.

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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 plans as similarly situated retirees who did not defer.
- C. **Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage:** All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsection 17.3 (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 17.3 (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 17.3 (Retirement Coverage) only, 'eligible family members' does not include Survivors of employees or retirees.

17.4 Health Plan Coverages and Provisions. The following provisions are 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.

17.5 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

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- 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:
 - i. Over age 19,
 - ii. Unmarried; and,
 - iii. 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.

17.6 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.

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- B. All dependents, as defined in Section 17.5, 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 17.6 (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.

17.7 Medical Plan Cost-Sharing on and after January 1, 2016.

- A. For the plan year that begins on January 1, 2016, the County will pay the monthly premium subsidy for medical plans stated in subsection 17.2.A. In total, the County will pay the following amounts for the 2016 plan year:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$530.56	\$1,049.81	\$1,646.89
Contra Costa Health Plans (CCHP), Plan B	\$549.42	\$1,068.65	\$1,737.03
Kaiser Permanente Health Plan A	\$435.38	\$803.96	\$1,493.79
Kaiser Permanente Health Plan B	\$445.04	\$881.68	\$1,407.40
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan	\$447.04	\$916.72	\$1,387.40

- B. For the plan years that begin on January 1, 2017, January 1, 2018, and January 1, 2019, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in subsection 17.7.A. for medical plans.

- C. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in subsection 17.7.B, above, the following are the 2016 total monthly medical plan premium amounts:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$657.08	\$1,314.15	\$1,971.23
Contra Costa Health Plans (CCHP), Plan B	\$728.38	\$1,456.77	\$2,185.15
Kaiser Permanente Health Plan A	\$749.80	\$1,499.60	\$2,249.39
Kaiser Permanente Health Plan B	\$585.68	\$1,171.36	\$1,757.04

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Health Net HMO Plan A	\$1,208.76	\$2,417.52	\$3,626.27
Health Net HMO Plan B	\$840.55	\$1,681.10	\$2,521.65
Health Net PPO Plan A	\$1,643.40	\$3,286.80	\$4,930.20
Health Net PPO Plan B	\$1,479.47	\$2,958.94	\$4,438.40
Kaiser High Deductible Health Plan	\$470.10	\$940.21	\$1,410.32

D. Medical Plan Cost-Sharing for Active Employees for the 2019 Plan Year. On July 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 or More Dependents 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

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Kaiser High Deductible Health Plan	\$1,679.04	\$1,679.04	\$0.00
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E. 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.

F. 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.

17.8 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

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or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

17.9 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.

17.10 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.

17.11 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.

17.12 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.

17.13 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.

17.14 Prevailing Section. To the extent that any provision of this Section 17 (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 17 (Medical, Dental & Life Insurance) will prevail.

17.15 Rate Information. The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In

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addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

17.16 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 Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

17.17 Coverage During Absences. Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

17.18 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.

17.19 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.

17.20 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

SECTION 18 – CERTIFICATION RULE / PROBATIONARY PERIOD

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 employees who are active employees on July 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 as soon as administratively feasible following ratification by the Association.

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 employees who are active employees on February 1 of the plan year, 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.

17.21 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 18 – CERTIFICATION RULE / PROBATIONARY PERIOD

18.1 Certification Rule – Pursuant to Personnel Management Regulations (PMR) Sections 605.3(d), 605.4, and 719, band lists may be used for the entry-level classes of Deputy Probation Officer I (Class Code 7AWA) and Juvenile Institution Officer I (Class Code 7KWB). Under the band list certification process, the names of candidates who have qualified on the examination are placed into one, two or three groups designated as Bands A, B and C. All names within each band shall be considered equally qualified and there shall be no additional ranking within the bands. The number of eligible candidates certified from the eligible list established as a result of an open competitive examination shall:

- A. Include all of the names in Band A; and
- B. If there are fewer than nine (9) names available in Band A, then all of the names in Band B shall be certified along with the names in Band A; and
- C. If there are fewer names in Band A than the number of vacancies to be filled, then all of the names in Band B shall be certified along with the names in Band A; and

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- D. If there are fewer than nine (9) names available in Band A and Band B combined, then all of the names in Band C shall be certified along with the names in Band A and Band B; and
- E. If there are fewer names in Band A and Band B combined than the number of vacancies to be filled, then all of the names in Band C shall be certified along with the names in Band A and Band B.

18.2 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 twelve (12) months for original entrance appointments and promotional appointments.

18.3 Revised Probationary Period. When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

18.4 Criteria. The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days. For those employees appointed to permanent-intermittent positions, probation will be considered completed upon serving two thousand and seventy-six (2076) hours after appointment except that in no instance will this period be less than twelve (12) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

18.5 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.

SECTION 18 – CERTIFICATION RULE / PROBATIONARY PERIOD

- 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 18.4 (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.

18.6 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.

18.7 Layoff During Probation. An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation. If reemployed in another department or in

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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.

18.8 Rejection During Probation of Layoff Employee. An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period if subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

18.9 Discussion of Continuous Testing. Upon receipt of a request by the Association, the Human Resources Department agrees to meet to discuss the issues related to continuous testing and the frequency of such testing regarding specific classifications.

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19.1 Competitive Exam. Promotion shall be by competitive examination unless otherwise provided in this MOU.

19.2 Promotion Policy. The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

19.3 Certification Rule. The rule of ten (10) will be utilized for the Deputy Probation Officer II (Class Code 7AVA) Promotional List. The rule of five (5) will be utilized for all other promotions.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

19.8 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.

19.9 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.

19.10 Psychological Exams. Applicants who currently occupy a permanent peace officer position in the Probation Department will not be required to complete the psychological screening or background investigation to promote to other peace officer positions in the Probation Department. Specifically, permanent Juvenile Institution Officers participating in the current promotional Deputy Probation Officer II examination will not be required to complete either psychological screening or a background investigation. Individuals who have only temporary Juvenile Institution Officer time with

SECTION 20 – WORK SCHEDULING, POSTING OF VACANCIES AND REASSIGNMENT

the County will be required to complete the full scale psychological and background investigation.

SECTION 20 – WORK SCHEDULING, POSTING OF VACANCIES AND REASSIGNMENT

20.1 Annual Shift Assignment Scheduling to Non-Specialized Assignments for Juvenile Institution Officers and Institutional Supervisors.

- A. **Bidding Procedure.** The following procedures shall be used for scheduling Juvenile Institution Officers (JIO) and Institutional Supervisors (IS) assigned to the Juvenile Hall and Orin Allen Youth Rehabilitation Facility (OAYRF).
1. Annual Bidding. The bidding of shift assignments for Juvenile Institution Officers and Institution Supervisor I (IS I) shall take place on an annual basis. The assignment periods will be July through June. New assignment patterns will begin on the 1st Monday of July each year.
 2. Selection of Shifts. Personnel shall bid for their assignments and days off based on their seniority. An employee's seniority for purposes of assignment selection shall be determined by the length of continuous employment in their job class series. Seniority shall also include the length of continuous employment in a higher class within the Probation Department.
- B. **Exceptions.** The Chief of Probation reserves the right to make exceptions to the annual shift assignment bidding procedure and assign shifts at any time as necessary in the following circumstances:
1. Emergency situations as determined by the Chief of Probation.
 2. To assign personnel to assignments with specialized duties or responsibilities as defined in 20.2 (Voluntary Reassignment – Juvenile Institution Officers and Institutional Supervisors to Specialized Assignments). The practice of choosing persons for specialized assignments shall proceed as described in Section 20.2.
 3. To provide for retraining of any personnel whose documented job performance is substandard or unsatisfactory.
 4. To compensate for vacancies, absences due to injury, illness, leave of absence or emergency leave.
 5. In any circumstances where the duties and responsibilities of the office cannot be carried out without adjusting work schedules.

SECTION 20 – WORK SCHEDULING, POSTING OF VACANCIES AND REASSIGNMENT

20.2 Voluntary Reassignment to Specialized Assignments – Juvenile Institution Officers and Institutional Supervisors.

The Chief of Probation reserves the right to assign employees to specialized assignments, refuse to assign employees to specialized assignments, or reassign employees from specialized assignments to non-specialized assignments. Specialized assignments are shifts with specialized duties or responsibilities. These assignments include but are not limited to the following programs:

- a. Transportation
- b. Central Control
- c. Home Supervision JIO

The Department and the Association agree that personnel assigned to specialized assignments will have a two-year commitment period. Staff in a specialized assignment desiring to transition out of their assignment must notify the Personnel Manager of Juvenile Hall in writing by March 1st to be included in the annual shift assignment selection process.

- A. Responsibility For Implementation. Implementation of the posting and reassignment procedures is the responsibility of the Probation Manager assigned responsibility for the Personnel Unit for specialized assignments.
- B. Posting of Specialized Juvenile Institution Officer Vacancies.
 1. Positions Must Be Posted. All vacant Juvenile Institution Officer positions which may occur by creation of new positions, separation, promotion, demotion or reassignment must be posted for permanent employee bidding.
 2. Order of Posting. When a vacancy occurs within a specialized Juvenile Institution Officer classifications within Juvenile Institutions, that vacancy (shift schedule) will be posted in all Juvenile Institutions. Selection procedures and criteria shall be as provided in subsection 20.2 (Voluntary Reassignment – Juvenile Institution Officers and Institutional Supervisors to Non-Specialized Positions to Specialized Assignments) paragraphs F (Interviews and Withdrawal) and G (Selection Criteria for Juvenile Institution Officer Vacancies) below.
 3. Duration of Posting. A vacant Juvenile Institution Officer position notice shall be posted for seven (7) calendar days. The notice shall specify job characteristics and shall be posted only once.
 4. Posting Locations. When a vacancy occurs within a Juvenile Institution Officer unit, that vacancy (including shift schedule) will be posted on

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bulletin boards in or near employee work areas throughout the department.

5. Reasons For Not Posting. If a vacant Juvenile Institution Officer position in a juvenile institution is not posted within thirty (30) days, a notice of the reasons why not shall be posted.

C. Eligibility to Bid for Reassignment.

1. Definition of Bidder. For purposes of this procedure, a bidder is an employee in the same classification series who is eligible to bid under this subsection 20.2 (Voluntary Reassignment – Juvenile Institution Officers) paragraph C (Eligibility to Bid for Reassignment) who is performing satisfactorily in their current position and meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.
2. Bearing of Status on Eligibility To Request Reassignment.
 - a. All permanent full-time, permanent part-time or permanent intermittent employees may request reassignment to any open permanent position in the same classification anywhere else in the Department. The Department will determine if the request is granted.
 - b. Employees who are in a temporary status or provisionally appointed to a permanent position may not bid for reassignment under this procedure.

D. Bid Procedures.

1. Employees will inform the Administrative Probation Manager of their interest in a posted specialized Juvenile Institution Officer vacancy via the Reassignment Request form.
2. Bidding While on Leave. Employees interested in a particular specialized assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in. It is not the unit supervisor's responsibility to contact an employee who is not working (i.e. sick leave, vacation, leave of absence, worker's compensation, etc.)

E. Order of Candidate Consideration.

1. If five (5) or more eligible bidders apply for a Juvenile Institution Officer

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vacancy only the five (5) most senior bidders will be considered.

2. If less than five (5) Juvenile Institution Officers bid for a Juvenile Institution Officer vacancy or less than five (5) bidders are eligible for the position, the Probation Manager may add names from the Merit System eligibility list to ensure the creation of a five (5) candidate pool.

F. Interviews.

1. Withdrawal. Candidates have the option of withdrawing from the reassignment process at any time prior to the interview. Once the interview is held, the selected candidate is obligated to accept the reassignment.
2. Interviews.
 - a. For purposes of selection, the interview panel will consider the five (5) most senior candidates as equals. For the purposes of bidder selection, the "Rule of 5" shall apply. That is, the supervisor is entitled to select from five (5) candidates and the five (5) most senior may be considered as equal. Seniority for bidding purposes means classification series seniority.
 - b. The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.

G. Selection Criteria for Juvenile Institution Officer Vacancies. The criteria to be considered by the unit supervisor in making the selection for a Juvenile Institution Officer vacancy are:

1. Applicant's suitability for the position, including training and experience.
2. The assessment of the applicant's performance in the position held at the time of the consideration for reassignment.
3. Length of service in the unit.

H. Bidder's Remorse. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may be placed in another vacant position in at the

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Department's discretion.

20.3. Voluntary Reassignment – Probation Officers.

The following terms of this Section B shall govern the voluntary reassignment of Probation Officers.

- A. Responsibility For Implementation. Implementation of the posting and reassignment procedures is the responsibility of the Probation Manager assigned responsibility for the Personnel Unit for Probation Officer operations.
- B. Notice of Vacant Probation Officer Positions.
1. Notice Required. Notice shall be given in the manner provided below to employees of all vacant Probation Officer positions which may occur by creation of new positions, separation, promotion, demotion or reassignment.
 2. Notice Through Pre-Posting Polling: Once a determination is made that a vacancy is to be filled the manager overseeing the position shall informally poll all Probation Officers he or she supervises in the work unit in which the vacancy exists to determine whether a Probation Officer in the unit desires reassignment to the vacancy. If one (1) or more Probation Officers within the supervisor's work unit desire reassignment to the vacancy, the vacancy shall be filled in the manner provided in subsection 20.3 (Voluntary Reassignment – Probation Officers) paragraph E subparagraph 1 below.

This subsection 20.3 B (2) does not apply to Deputy Probation Officer positions in the Adult Branch Court or to Deputy Probation Officer positions designated as armed.
 3. Post-Polling Email Notice. If no Probation Officer in the Unit expresses interest in and is reassigned to the vacancy as a result of the polling process, the manager shall initiate a notice announcing the opening. The Departmental Personnel Clerk will distribute an e-mail version of the Posting Notice to "PROB-All Staff" in the departmental address book.
- C. Eligibility To Bid For Reassignment.
1. Definition of Bidder. For purposes of this procedure, a bidder is an employee in the same class who is eligible to bid under this subsection 20.3 (Voluntary Reassignment – Probation Officers) paragraph C (Eligibility To Bid For Reassignment) who is performing satisfactorily in their current position and meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.

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2. Bearing of Status on Eligibility To Request Reassignment.

- a. All permanent full-time, permanent part-time or permanent intermittent employees may request reassignment to any open permanent position in the same classification anywhere else in the Department.
- b. Employees who are in a temporary status or provisionally appointed to a permanent position may not bid for reassignment under this procedure.
- c. Newly appointed Probation Officers are eligible to apply for voluntary reassignment after they have served two (2) years in their assignment. After serving the initial two (2) year assignment, permanent employees accepting a voluntary reassignment are expected to remain in that assignment for at least one (1) year.
- d. Ineligible Bidders. Probation Officers who are not eligible to apply under section 20.3.C.2.c above may bid for a vacant position which is open. However, the bid will only be considered if, when bidding is closed, there are less than five (5) employees who are eligible. Where ineligible bidders are considered, ineligible bidders with more than half of the required time in their current assignment will be considered before other ineligible bidders. Bids from ineligible Probation Officers will be in addition to any names referred to the department through the certification process described in Subsection 20.3.E (Order of Candidate Consideration) paragraph 2 below.

D. Bid Procedures.

1. Except during the polling process described in subsection 20.3 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Notice Through Pre-Posting Polling) above, employees interested in a Probation Officer position shall submit a written request/email to the Personnel Clerk identifying his or her interest in the posted position before the position closes.
2. Bidding While on Leave. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in. It is not the unit supervisor's responsibility to contact an employee who is not working (i.e. sick leave, vacation, leave of absence, worker's compensation, etc.).

E. Order of Candidate Consideration.

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1. If, during polling conducted pursuant to Section 20.3 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Notice Through Pre-Posting Polling) above, a Probation Officer in the unit containing the vacancy expresses to his or her Supervisor a desire for the vacancy, he or she shall be granted the reassignment unless more than one Probation Officer in the Unit desires the vacancy. In such latter case, the most senior interested Probation Officer in the unit shall be granted the reassignment. In either case, no further selection procedures shall be required. However, if no Probation Officer in the unit desires the vacancy, it shall be filled in accordance with Sections 20.3 (Voluntary Reassignment – Probation Officers) paragraphs E (Order of Candidate Consideration) through H (Consideration of Otherwise Ineligible Bidders for Probation Officer Vacancies) below.
2. If a Probation Officer vacancy is not filled through polling as described in Subsection 20.3 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Pre-Posting Polling) above, and after department-wide posting there are less than five (5) eligible applicants for a Probation Officer position, the Department may consider all candidates with less than the required time in an assignment, who have applied. If there are still less than five (5) candidates, the department may interview candidates from the existing eligible lists.
3. If, as a result of posting pursuant to subsection 20.3.B.3 (Post-Polling Posting and Email Notice) above, five (5) or more eligible bidders apply for a Probation Officer vacancy, only the five (5) most senior bidders will be considered.

F. Interviews and Withdrawal.

1. Withdrawal. Candidates have the option of withdrawing from the reassignment process at any time prior to the interview. Once the interview is held, the selected candidate is obligated to accept the reassignment.
2. Interviews.
 - a. The supervisor may begin interviewing bidders immediately upon posting the bid notice. However, no more than five (5) candidates may be interviewed for a posted position.
 - b. For purposes of selection, the interview panel will consider the five (5) most senior candidates as equals. For the purposes of bidder selection, the "Rule of 5" shall apply. That is, the supervisor is entitled to select from five (5) candidates and the five (5) most senior may be considered as equal. Seniority for bidding purposes means classification series seniority.

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- c. The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.
- d. No more than five (5) candidates may be interviewed for a posted position.

G. Selection Criteria for Probation Officer Vacancies.

The criteria to be used in making selection from among applicants for reassignments are as follows:

- 1. The Department's responsibility to the Court, clients and community.
- 2. Applicant's suitability for the position, including training and experience.
- 3. An assessment of the applicant's performance in the position held at the time of consideration for reassignment.
- 4. Length of service in the Department.

H. Consideration of Otherwise Ineligible Bidders for Probation Officer Vacancies.

All vacant Probation Officer positions shall be filled in accordance with the criteria in Subsection 20.3.G (Selection Criteria for Probation Officer Vacancies) immediately above by an employee who has requested to be reassigned to the position. However, if the Department considers candidates with less than the required time in an assignment pursuant to subsection 20.3 (Voluntary Reassignment – Probation Officers) paragraph E (Order of Candidate Consideration) subparagraph 2 above the needs of the Department will be the primary factor.

I. Bidder's Remorse. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.

J. Assignment Trades – Probation Officers. Requests for "trades" in assignments between two Probation Officers in the same classification holding comparable positions where no vacancies exist can be made to their respective Managers. Such requests shall indicate the names of both parties of the proposed trade together with the reasons for the trade. If more than one Manager is involved, the

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Managers shall confer and, if necessary, interview the persons requesting the trade.

20.4 Involuntary Administrative Reassignment Procedure – Juvenile Institution Officers.

The below listed procedure shall apply to Juvenile Institution Officers. Department management, at its sole discretion, may determine from time to time that involuntary reassignments of staff are required. Involuntary reassignments are the reassignments of permanent employees in their existing classification to a new worksite, shift, or program area. Such decisions may result from inability to fill a vacancy through the voluntary reassignment procedure or from a determination that excess staff are allocated to a certain site, shift, or program. When such decisions are made and the reassignments are permanent, the below listed procedure shall apply. This policy shall not apply to temporary reassignments of less than eight (8) weeks duration to cover such things as vacation relief, sick leave absences, temporary shifts in workload, training assignments, or temporary short term assignments to cover vacant positions which could not be filled through the voluntary reassignment policy and for which actions are underway to fill permanent from an eligible list. If a temporary reassignment is expected to exceed eight (8) weeks in duration, the affected department shall either use the below listed procedure or will meet and confer with the Association on a case by case basis regarding an alternative approach:

- A. Management will identify the classifications and positions from which reassignments are necessary.
- B. Affected employees will be provided with a list of vacancies/ assignments for which they may apply.
- C. Affected employees shall be given the opportunity to volunteer for the available vacancies/assignments and shall be considered in accordance with Part f. of the voluntary reassignment procedure.
- D. If there are insufficient volunteers for the number of available positions or no volunteers, and involuntary reassignments are still required, the least senior qualified affected employee shall be reassigned to the vacant assignment identified by management, followed by the next least senior employee, and so on in inverse order of seniority until all necessary reassignments are completed. Qualified is defined as a person possessing the necessary training or experience for the specific assignment. Seniority for involuntary reassignment purposes shall be defined as seniority within classification. Nothing contained in this Section shall prohibit the Department and the Association from making a mutually agreed upon alternative arrangement. In no event shall reassignments be utilized for disciplinary purposes.

20.5 Administrative Reassignments – Probation Officers.

- A. The appointing authority may assign an employee from one position to another position in the same series within the department. Administrative reassignments

SECTION 20 – WORK SCHEDULING, POSTING OF VACANCIES AND REASSIGNMENT

may be required from time to time to facilitate Department functions and efficiency. These involuntary reassignments may be for such purposes as adjusting workload levels, accommodating changes in funding, filling assignments with special requirements, etc. The following procedure shall only apply to permanent reassignments and is not intended to apply to temporary assignments to cover sick leave, training assignments, vacation, etc.

1. Management will identify the classification and position(s) from which reassignment are necessary.
 2. Affected employees will be provided a list of assignments for which they may apply.
 3. The department will provide the affected employee with as much advance notice as possible.
 4. Employees administratively reassigned shall not be precluded from bidding on future open positions via the Department Reassignment Process.
 5. Nothing contained in this section shall prohibit the Department and the Association from making a mutually agreed upon alternative arrangement.
- B. Involuntary reassignments are the reassignment of permanent employees in their existing classification to a new worksite, shift or program area. Involuntary reassignments shall not be utilized for disciplinary purposes. Nothing contained in this section shall prohibit the reassignment of a Deputy Probation Officer who is not meeting the job expectations of another agency or department to which that the Probation Officer is assigned.

20.6 Reassignment Due to Layoff or Displacement. When reassignment of an employee or employees is necessary due to layoff or displacement, the following procedures shall be followed:

- A. A list of vacant positions shall be posted in work areas of all affected employees for a minimum of five (5) work days.
- B. Employees shall be given the opportunity to volunteer for vacancies and shall be reassigned on the basis of seniority.
- C. If there are no volunteers for reassignment, the least senior employee(s) in that class shall be reassigned.
- D. Management shall have the sole prerogative to select the vacancy to which the least senior employee(s) shall be reassigned. Seniority for reassignment purposes shall be defined as (in Section 10.2, Workforce Reduction/Layoff/Reassignment, subsection 10.2, Separation Through Layoff, paragraph E, Seniority) seniority within classification. If reduction or

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reassignment by site is necessary, the least senior employee in the affected class at the site shall be reassigned. If reduction or reassignment is necessary by shift, the least senior employee in the affected class assigned to the affected shift shall be reassigned. Nothing contained in this Section shall prohibit a Department and the Association from making a mutually agreed upon alternative arrangement.

SECTION 21 – RESIGNATIONS

21.1 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.

21.2 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.

21.3 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.

21.4 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 21.2 (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.

21.5 Revocation. A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

21.6 Coerced Resignations.

SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION

- 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 23 of the MOU beginning with Step 3.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION

22.1 Sufficient Cause for Action. The appointing authority may dismiss, suspend, temporarily reduce the pay of, or demote any employee for cause. The reduction in pay may not exceed five percent (5%) for a three (3) month period. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

- A. Absence without leave.
- B. Conviction of any criminal act involving moral turpitude.
- C. Conduct tending to bring the merit system into disrepute.
- D. Disorderly or immoral conduct.
- E. Incompetence or inefficiency.
- F. Insubordination.

SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION

- G. Being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises.
- H. Neglect of duty (i.e. non-performance of assigned responsibilities).
- I. Negligent or willful damage to public property or waste of public supplies or equipment.
- J. Violation of any lawful or reasonable regulation or order given by a supervisor or Department Head.
- K. Willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations.
- L. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- M. Misappropriation of County funds or property.
- N. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU.
- O. Dishonesty or theft.
- P. Excessive or unexcused absenteeism and/or tardiness.
- Q. Sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

22.2 Skelly Requirements. Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (four (4) work days for employees on a 4/10 work week), 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.

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- 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.

22.3 Employee Response. The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during an extension, the right to respond is lost.

22.4 Leave Pending Employee Response. Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

22.5 Length of Suspension. Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

22.6 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 2 (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 23 (Grievance Procedure) of this MOU.

22.7 Employee Representation Rights. The County recognizes an employee's right to representation during an investigatory interview or meeting which may result in

SECTION 23 - GRIEVANCE PROCEDURE

discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a 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 23 - GRIEVANCE PROCEDURE

23.1 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 which specifically provide that the decision of any County official shall be final. The interpretation and application of those provisions are not subject to the grievance procedure. An employee may appeal disciplinary action to the Merit Board or through this grievance procedure. The Association may represent the grievant at any state 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. The Association or any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment must discuss the complaint with the grievant's immediate supervisor, who must 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. 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. The formal written grievance must state which provision of the MOU 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 shall be filed with the Director of Human Resources and the Association. The Department Head or designee will have ten (10) work days in which to respond to the grievance in writing, stating the reason(s) for the disposition of the grievance.

Step 3. If the grievance is not resolved at Step 2 above, the Association may submit the grievance to the Human Resources Director within ten (10) work days after the date of the Step 2 response. Within twenty (20) work days after receipt, the Human Resources Director or designee must meet with the Association and the Department 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.

SECTION 23 - GRIEVANCE PROCEDURE

Both parties must be prepared and present the following information to the other party in the course of the step 3 meeting:

1. The name of the grievant(s);
2. A statement of the relevant facts relating to each alleged breach;
3. The name of each known witness;
4. A copy of each relevant document;
5. The party's position on the grievance and the specific MOU provision(s) allegedly violated in each instance; and
6. The specific remedy or remedies sought.

Within fifteen (15) working days of the Step 3 meeting, the Human Resources Director or designee will send the Association and the affected Department a written response to the grievance stating the reason(s) for the disposition of the grievance.

Step 4. Pursuant to a formal written request from the Association or the County, and with the agreement of both parties, a Board of Adjustment will be convened, composed of two (2) representatives of each party to this Agreement, for the purpose of deciding the grievance. The Board of Adjustment will meet for consideration of the grievance referred to it within fifteen (15) work days after receipt of a written request. The request of either party to extend the time limit for convening of the Board of Adjustment, due to extenuating circumstances, will not be unreasonably denied.

Step 5. In the event that the grievance is not resolved at step 3 or 4, either party may notify, in writing, the other party, within fifteen (15) work days of the date of the Step 3 response or the Step 4 decision, 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 the 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.

23.2 Compensation Claims. The employer is not required to pay any wage claim or portion thereof retroactively for a period of more than two (2) years immediately prior to the date of the Employer's receipt of written notice from the Association of such claim.

23.3 Time Limits. The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

23.4 Association Notification. An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Association, but is not represented by the Association in the grievance, shall give the Association a copy of the formal presentation.

SECTION 24 - BILINGUAL PAY

23.5 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.

23.6 Merit Board.

- A. All Grievances of employees in representation units represented by the Association shall be processed under Section 23 (Grievance Procedure) unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3 and 4 of subsection 23.1 (Definition and Procedures) above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

23.7 Filing by Association. 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 violates a provision of this MOU.

SECTION 24 - 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 25 - RETIREMENT

25.1 Contribution.

A. Contribution.

- 1. Through June 30, 2012, the County will continue to pay fifty percent (50%) of the retirement contributions normally required of employees. Employees are also responsible for the payment of the employees' contributions to the

SECTION 25 - RETIREMENT

retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions.

2. Effective on July 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.

25.2 Safety Employees Retirement Benefit – Tier A – Employees Who Become Members of CCCERA Before January 1, 2013.

- A. For County employees who become safety members of CCCERA before January 1, 2013, or who are not new members under PEPRA, the retirement formula shall be "3 percent at 50". The cost of living adjustment (COLA) to the retirement allowance shall not exceed three (3) percent per year. The employee's final compensation shall be calculated based on a twelve (12) month salary average. This retirement benefit is known as Tier A. Each such employee shall pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of this retirement benefit.
- B. Effective July 1, 2012, and through December 31, 2014, each employee in Tier A shall pay four and half percent (4.5%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.
- C. Effective January 1, 2015, and through June 29, 2015, each employee in Tier A shall pay two and a quarter percent (2.25%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.
- D. Effective June 30, 2015, the employee's payment of two and a quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit will cease.

25.3 Safety Employees Retirement Benefit – Employees who become New Members of CCCERA on or after January 1, 2013.

- A. For employees who, under PEPRA, become New Members of CCCERA on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
- B. PEPRA Safety Option Plan Two (2.7% @ 57) applies to employees who, under PEPRA, become Safety New Members of CCCERA. For these employees, hired

SECTION 26 - TRAINING REIMBURSEMENT

by the County after January 1, 2016, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and the cost of living adjustment will be banked.

25.4 Re-opener – Election of Safety Retirement PEPRA Tier by Employees in Tier A. If either the Internal Revenue Service issues guidance acceptable to both parties, or the County receives a Private Letter Ruling from the IRS that protects the County and Association members in Tier A from additional tax liability if these employees have the opportunity to elect to enter the new Safety PEPRA Tier, then the County and the Association agree to reopen this agreement to meet and confer on 1) the possibility of allowing these employees to elect to enter the Safety PEPRA Tier, 2) seeking State Legislation to authorize these employees to make such an election, and 3) the process by which these employees would be able to elect to enter the Safety PEPRA Tier if the enabling legislation is enacted. Any changes to this agreement in these subject matter areas will occur only upon the written agreement of the parties.

SECTION 26 - TRAINING REIMBURSEMENT

The County Administrative Bulletin on Training shall govern reimbursement for training and shall limit reimbursement for career development training to seven hundred fifty dollars (\$750) per year, except as otherwise provided in the supplemental sections of this MOU. Registration and tuition fees for career development education may be reimbursed for up to fifty percent (50%) of the employee's net cost. Books necessary for courses taken for career development education may be reimbursed for up to one hundred percent (100%) of the employee's net cost.

SECTION 27 – 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

SECTION 28 - PERFORMANCE EVALUATION PROCEDURE

coverage, including the examination, may be credited toward the employee enhanced benefit.

SECTION 28 - PERFORMANCE EVALUATION PROCEDURE

The following evaluation procedures shall apply:

- A. Goal: A basic goal of the employee evaluation is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the County. The evaluation process provides an ongoing means of evaluating an employee's job performance and promoting the improvement of the job performance. The evaluation process also provides the opportunity to recognize and document outstanding service as well as service that has been unsatisfactory to the County.
- B. Frequency of Evaluation.
1. Probationary employees shall be evaluated at least once during their probationary period.
 2. Permanent employees may be evaluated every year.
 3. It is the policy of the Probation Department that all unit supervisors hold personal evaluations and submit a written evaluation to all Deputy Probation Officers whenever such officers are reassigned from their units.
- C. Procedure.
1. An employee shall generally be evaluated by the first level management supervisor above the employee.
 2. It will be necessary in some cases for a supervisor to consult with the employee's immediate work director in order to make a comprehensive evaluation.
 3. Where feasible, evaluations will be based primarily on observation by the evaluator of the employee in the performance of his/her duties. Comments based on secondary information shall have supportive documentation.
 4. An employee will be informed in advance of a meeting with his/her supervisor to discuss the employee's evaluation and to put the evaluation in writing on the department evaluation forms.
 5. The employee shall be informed of his/her right to prepare and have attached to the evaluation form any written comments which the employee wishes to make.

SECTION 29 – VEHICLE COSTS

6. When an employee is rated below satisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing.
7. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation but it does mean that the employee has had an opportunity to discuss the evaluation with his/her evaluator.
8. The employee will be given a copy of his/her completed evaluation form at the time form is signed by the employee. (Confirmation of final version to be received later.)
9. Any rating below average or unsatisfactory shall be supported by written documentation received by the employee at the time the incident(s) occurred.
10. Nothing shall be added by management to an evaluation after the employee has signed and received a copy of the evaluation without the employee's written acknowledgment. Failure to follow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable, but may be mediated by the Director of Human Resources upon request of either the employee or the Department. Prior to being mediated by the Director of Human Resources either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finders shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

SECTION 29 – VEHICLE COSTS

29.1 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.

29.2 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.

SECTION 30 - PAY WARRANT ERRORS

SECTION 30 - 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 six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties. When the County notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined. If requested, a meeting will be held to determine a repayment schedule which will be no longer than three times (3) the length of time the overpayment occurred. If requested by the employee, an Association representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

SECTION 31 - 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 Probation 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 32 - PROVISIONAL APPOINTMENT

Whenever an appointing authority makes a request for personnel to fill a position in a class for which no reemployment or employment list is available, or in a class for which no eligible or insufficient eligibles to complete the certification will accept appointment to the position, the Director of Human Resources may authorize the appointing authority to

SECTION 33 - PERSONNEL FILES

appoint any person who possesses the minimum qualifications for the class as set forth in the class specifications, provided that the names of eligibles available and the names of persons who have indicated the intention to take the next examination for the class shall be referred to the appointing authority at the time authorization is issued. In no case shall a permanent position be filled by a provisional appointment for a period exceeding six (6) calendar months except under the following conditions:

- A. If an examination has been announced for the class and recruitment of applicants is in process, the Director of Human Resources may authorize a continuation of provisional appointments until an eligible list is established.
- B. In case of a provisional appointment to a permanent position vacated by a leave of absence, such provisional appointment may be continued for the duration of said leave. A provisional appointment shall be terminated within thirty (30) days after the date of certification of eligibles from an appropriate eligible list. All decisions of the Director of Human Resources relative to provisional appointments are final and not subject to the grievance procedure. Before filling a position by a provisional appointment, the appointing authority shall post notice and shall consider current qualified employees for the appointment. Only if there are insufficient internal applicants to constitute a full certification may the appointing authority consider applicants from outside County service.

SECTION 33 - 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.

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.

SECTION 33 - PERSONNEL FILES

Counseling memos, which are not disciplinary in nature, are to be retained in the file maintained by the employee's supervisor or the person who issued the counseling memo and are not to be transferred to the employee's central file which is normally retained by the Human Resources Department unless such memos are subsequently used in conjunction with a disciplinary action such as a letter of reprimand.

All documents pertaining to disciplinary actions shall be placed in the employee's official personnel file within five (5) work days after the time management becomes aware of the incident and has completed its investigation as to whether the employee is culpable and shall be date stamped or dated at time of entry. This section is not intended to include supervisor's notes or reminders of specific incidents or ongoing reports such as attendance records. Generally, such investigations should be completed within thirty (30) calendar days of the date management becomes aware of the incident(s), it being understood that under certain circumstances such as the unavailability of witnesses or the possibility of a criminal act having been committed may cause the investigation to take longer than the aforementioned thirty (30) days.

Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in the employee's personnel file shall be given to an employee who shall have the right to respond in writing to said documents. Letters of reprimand are subject to the grievance procedure but shall not be processed past Step 3 unless said letters are used in a subsequent discharge, suspension or demotion of the employee, in which case an appeal of the letters of reprimand may be considered at the same time as the appeal of the disciplinary action. Prior to being submitted to Step 3 of the grievance procedure, either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finder shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

Copies of letters of commendation which are to be placed in the employee's personnel file will be given to the employee. Employees have the right to review their official personnel files which are maintained in the Human Resources Department or by their departments. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee. The County shall supply the 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.

The County will participate in a committee of four (4) Association and four (4) operating department managers to revise and clarify MOU Section (33), Personnel Files. Subject committee will be chaired by a non-voting chairperson from the County Human Resources Department and will hold their first meeting within ninety (90) days of approval of this MOU and will issue a report within one hundred eighty (180) days of the date of the first meeting.

SECTION 34 - SERVICE AWARDS

SECTION 34 - 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 35 – REIMBURSEMENT FOR MEAL EXPENSES

Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

- A. When the employee is required by his/her Department Head to attend a meeting concerning County business or County affairs.
- B. When the employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment.
- C. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- D. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.
- E. When the employee is required to work three (3) or more hours of overtime or scheduled to work overtime with less than twenty-four (24) hours notice; in this case he or she may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement. Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions.

SECTION 36 - DETENTION FACILITY MEALS

The charge for a meal purchased in a detention facility by employees represented by the Association is one dollar (\$1.00) per meal. However, the Department may modify this charge from time to time upon ten (10) days advance written notice to the

SECTION 38 - UNFAIR LABOR PRACTICE

Association. Employees assigned to a detention facility are not, however, required to pay for a meal while working.

SECTION 37 - 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 38 - 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

SECTION 39 - HARASSMENT

days from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

SECTION 39 - HARASSMENT

Harassment is any treatment of an employee which has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment. Such conduct includes but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature; arbitrary or capricious changes of assignments, or display of a hostile attitude toward an employee by a supervisor which is not justified or necessary in the proper supervision of the work of the employee.

SECTION 40 - LENGTH OF SERVICE DEFINITION **(For Service Awards and Vacation Accruals)**

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary, provisional, and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is reemployed in a permanent County position, or is reemployed in a permanent County position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Director of Human Resources shall determine these matters based on the employee status records in his department.

SECTION 41 - PERMANENT PART-TIME EMPLOYEES

41.1 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.

41.2 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 43 - SPECIAL BENEFITS

SECTION 42 - PERMANENT-INTERMITTENT EMPLOYEES

42.1 Benefits. Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.

42.2 Hours. Permanent-Intermittent 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.

42.3 Permanent Intermittent Employee Special Pays. Permanent Intermittent employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to Permanent Intermittent employees is included as Attachment C. If a special pay or benefit that is described in this MOU does not specifically reference Permanent Intermittent employees or the special pay or benefit is not included in Attachment C, then it does not apply to Permanent Intermittent employees.

SECTION 43 - SPECIAL BENEFITS

Employees in the classifications of Probation Supervisor I and Institutional Supervisor I are eligible to receive the following benefits:

- A. **Building Supervisor Differential.** Institutional Supervisor I's in Juvenile Hall will receive a nine percent (9%) differential premium pay when assigned as Building Supervisor, commencing with the first hour worked while substituting for the Institutional Supervisor II.

Institutional Supervisor I's at the Orin Allen Youth Rehabilitation Facility will receive a nine percent (9%) differential premium pay when assigned facility responsibility commencing with the first hour worked while substituting for the facility manager and facility superintendent.

- B. **Life Insurance.** Effective January 1, 2000, \$45,000 Group Term Life Insurance will be provided. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually. Effective January 1, 2007, \$10,000 Group Term Life Insurance will be provided to the Engineering Technician Unit.

- C. **LTD.** Long-Term Disability Insurance will be provided, with a replacement limit of

SECTION 43 - SPECIAL BENEFITS

eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits. The premium for this Long-Term Disability Insurance will be paid by the County.

- D. Vacation Buy Back Plan. The County will reimburse up to one-third (1/3) of an employee's annual vacation accrual, subject to the following conditions: (a) the choice can be made only once in each calendar year; (b) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (c) the maximum number of hours that may be reimbursed in any year is one-third (1/3) of the annual accrual at the time of reimbursement. Employees promoted or hired by the County into any classification represented by the 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 Association will retain that benefit after promoting into a classification represented by the Association.
- E. Professional Development. Reimbursement will be provided for up to two hundred dollars (\$200) per fiscal year for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, job-related books, electronic calendars and organizers, and soft and hardware from a standardized County approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Beginning January 1, 2000, employees shall be eligible for reimbursement of up to four hundred dollars (\$400) for each two-year period. Authorization for individual professional development reimbursement requests shall be made by the Department Head. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).
- F. Paid Personal Leave. Fifty (50) hours of paid personal leave will be provided to employees in the classifications Probation Supervisor I (7AHA) and Institutional Supervisor I (7KHA) [except Institutional Supervisor I employees assigned to Juvenile Hall (Org # 3120) or Byron Boys Center (Org #3160)] during a calendar year. Said personal leave is provided to recognize both the fact that these employees do not and will not receive payment for overtime and the unavailability of compensatory time off for this group of employees.
- G. Deferred Compensation Incentive. Effective January 1, 2007, the County's contribution to eligible employees who participate in the County's Deferred Compensation Plan will be seventy-five dollars (\$75.00) per month. To be eligible for this incentive supplement, eligible employees must first contribute a Base Contribution Amount to the Deferred Compensation Plan as follows:

Current Monthly Salary	Qualifying Base Contribution Amt.	Monthly Base Contribution Amt. for Maintaining Program
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SECTION 44 – TEMPORARY EMPLOYEES

		Eligibility
\$2500 & below	\$250	\$50
\$2501 - \$3334	\$500	\$50
\$3335 - \$4167	\$750	\$50
\$4168 - \$5000	\$1000	\$50
\$5001 - \$5834	\$1500	\$100
\$5835 - \$6667	\$2000	\$100
\$6668 & above	\$2500	\$100

Employees who meet these Base Contribution Amounts must contribute at least fifty dollars (\$50) or one hundred dollars (\$100) per month to remain eligible for the seventy-five dollars (\$75.00) County supplement. Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the seventy-five (\$75.00) County supplement.

To 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 because of an approved medical leave, shall not be required to reestablish eligibility.

Employees with a break in deferred compensation contributions because of either an approved medical leave or approved financial hardship withdrawal shall not be required to re-establish eligibility. Further, employees who lose eligibility due to budgetary constraints but maintain contributions at the required level and later return to an eligible position shall not be required to re-establish eligibility.

Eligible employees who participated in the Deferred Compensation Plan prior to May 1, 1992 but were not eligible to receive the County contribution will be given credit towards the qualifying base amount for contributions made after January 1, 1992.

SECTION 44 – TEMPORARY EMPLOYEES

44.1 Temporary Employee Hours. Temporary employees may work a maximum of 2080 hours within the Probation Department. Thereafter, that temporary may not work in the Probation Department for one year as a temporary. Nothing in this section shall preclude the Department from terminating a temporary prior to the temporary reaching the maximum hours allowable. This subsection 44.1 (Temporary Employees Hours) shall be inapplicable to Juvenile Institution Officers. Nothing in this agreement precludes the parties from meeting and conferring over future exceptions.

44.2 Temporary Employee Special Pays. Temporary employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to temporary employees is included as Attachment D. If a special pay or benefit that is described in this MOU does not specifically reference temporary employees or the special pay or benefit is not included in Attachment D, then it does not apply to temporary employees.

SECTION 44 – TEMPORARY EMPLOYEES

44.3 Leave Benefits.

- 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 44.3 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 44.3 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 44.3 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.

44.4 Temporary Employee Step Placement. Temporary Hourly Rates. The hourly rate paid temporary employees shall be the "1.00 hourly rate" calculated on the salary schedule by dividing the unrounded monthly salary at any step by 173.33.

- 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.

SECTION 45 - LUNCH PERIOD AND REST BREAKS

- 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.

44.5 Temporary Employee Grievances.

Temporary employees covered by this Memorandum of Understanding may grieve only alleged violation of:

- A. Section 1 (Recognition);
- B. Section 2 (Association Security), subsection 2.1 (Dues Deduction);
- C. Subsection 5.1 (General Wages), and
- D. The terms of this Section 44 except subsection 44.2 (Meet and Confer).

SECTION 45 - 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 Department head or his or her designee shall schedule each field Probation Officer for a regular one hour or a one-half hour unpaid meal period, taking into consideration the employee's preference and operational needs. The meal

SECTION 46 - ADOPTION

period shall be taken as near the middle of the employee's workday as is practicable in light of operational needs. If an employee desires to change the scheduled meal period from one hour to one half hour or from one-half hour to one hour, such change shall take effect only if approved in advance by the Department Head or his or her designee. The Department Head or his or her designee may initiate such a change on an on-going basis when, in the Department's judgment, such is needed for operational reasons. The Department Head or his or her designee may also temporarily alter the duration of the employee's regularly scheduled meal period, from one hour to one-half hour or from one-half hour to one hour, to accommodate temporary operational needs (e.g. training, etc.).

SECTION 46 - 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 47 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

47.1 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.

47.2 Separability of Provisions. Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

47.3 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

SECTION 48 - FAIR LABOR STANDARDS ACT PROVISIONS

Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

47.4 Duration of Memorandum of Understanding.

Except for provisions, if any, expressly made retroactive, this Memorandum of Understanding (MOU) shall continue in full force and effect from July 1, 2019 to and including June 30, 2023. Said Memorandum of Understanding shall automatically renew from year to year thereafter unless either party gives written notice to the other, at least sixty (60) days prior to the MOU termination date, of its intention to amend, modify or terminate the Memorandum of Understanding.

SECTION 48 - FAIR LABOR STANDARDS ACT PROVISIONS

The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently in effect or agreed upon. If it is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the federal law, without further meeting and conferring. The County shall notify Association and meet and confer with the Association regarding the implementation of such modifications.

SECTION 49 – SAFETY IN THE WORKPLACE

49.1 Safety and Efficient Operations. 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.

49.2 Juvenile Hall Standing Juvenile Institution Officer Safety Committee. The Juvenile Hall shall have a standing Juvenile Institution Officer Safety Committee (“CSC”) to address all issues related to Juvenile Institution Officer safety, including the issuance of defensive tools. The CSC shall be empowered to make recommendations related to Juvenile Institution Officer safety directly to the Deputy Chief Probation Officer, the Institutional Superintendent, or the Department-wide safety committee as the CSC deems appropriate.

49.3 Composition of CSC. The “CSC” shall consist of the Superintendent of the Juvenile Hall (or his or her designee), one (1) line/unit Supervisor on staff at Juvenile Hall (selected by Local 512), three Juvenile Institution Officer representatives (appointed by the Association), one (1) Juvenile clerical representative (appointed by Local 2700), one (1) service staff member (appointed by Local one), one representative of the Institutional Service Workers, janitors and cooks (appointed by Local one) and the Juvenile Hall Supply and Distribution Supervisor. Other members may include one (1)

SECTION 50 - MISCELLANEOUS PROVISIONS

representative of the Juvenile Hall Medical Department, one representative of the Juvenile Hall School Department, and a representative of the County's Risk Management Office to be invited to sit as needed as a non-decision making consultant.

49.4 CSC Deliberation Not Bargaining. The discussions and deliberations of the CSC shall not be construed as meeting the requirements to meet and confer regarding any matter related to wages, hours, or working conditions.

49.5 Participation By Other Unions. The Parties recognize that the participation in the CSC by Local 1, Local 512, or Local 2700 under the terms described above is conditioned on their independent agreement to do so. If either declines to do so the CSC shall carry forward without such participation.

49.6 Representation on Probation Department Safety Committee. The Parties recognize that the Probation Department maintains a department-wide safety committee on which three volunteer Probation Officers solicited by the Department have served along with other Committee members. On the first January 1 after this MOU is signed by the Parties, the volunteer Probation Officer positions on the Committee will be deemed vacant. The Association shall promptly appoint three (3) Probation Officers, one from each Field Services facility, to serve on the Committee and ensure that matters affecting each facility are addressed. The term of each Association appointee shall continue through the ensuing December 31. If the employee resigns from the Committee, moves to a different facility thereby vacating the appointment, or otherwise vacates the appointment before December 31, the Association shall promptly appoint a replacement(s) from the facility from which the vacating employee was appointed. The Association may replace any of its appointees to the Committee effective the next January 1 but is not required to do so.

SECTION 50 - MISCELLANEOUS PROVISIONS

- A. Department Advisory Committee. The Department-Wide Probation Services Advisory Committee shall continue during the term of this MOU.
- B. Subcommittees. The Probation Department has established separate subcommittees of the Probation Services Advisory Committee for each major juvenile institution and treatment facility. Representation on each such committee consists of two (2) Juvenile Institution Officers selected by the Association together with the manager of the facility. The subcommittee shall meet quarterly at a mutually agreeable time and place, discuss and resolve issues of mutual concern. The subcommittee may refer some problems to the department-wide committee for resolution.

**Deputy Sheriffs Association
Probation and Probation Supervisors Units**

ATTACHMENTS

ATTACHMENT A	CLASS & SALARY LISTING
ATTACHMENT B	CO-PAYS (Medical & Dental)
ATTACHMENT C	PERMANENT INTERMITTENT SPECIAL PAYS CHART
ATTACHMENT D	TEMPORARY EMPLOYEES SPECIAL PAYS CHART
ATTACHMENT E	PHYSICIAN'S STATEMENT OF ABILITY TO WORK, AK142
ATTACHMENT F	RETURN TO WORK POLICY FOR INDUSTRIAL INJURY OR ILLNESS

**DEPUTY SHERIFFS ASSOCIATION, PROBATION AND PROBATION
SUPERVISORS
CLASS AND SALARY LISTING
as of
September 1, 2019**

PROBATION SUPERVISORS UNIT*

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
7KHA	INST SUPERVISOR I		6,915.81	8,406.22
7AHA	PROBATION SUPERVISOR I		7,587.87	9,223.11

PROBATION UNIT*

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
7AWA	DEPUTY PROBATION OFFICER I	(F)	4,191.48	5,094.77
7AVA	DEPUTY PROBATION OFFICER II	(F)	5,817.03	7,070.63
7ATA	DEPUTY PROBATION OFFICER III	(F)	6,209.86	7,548.12
7KWB	JUVENILE INSTITUTION OFFICER I	(F)	4,078.23	4,957.11
7KVB	JUVENILE INSTITUTION OFFICER II	(F)	5,418.57	6,586.30
7KTB	JUVENILE INSTITUTION OFFICER III	(F)	5,755.92	6,996.36

* All classifications are Safety.

ATTACHMENT B

Deputy Sheriffs Association Probation and Probation Supervisors

MEDICAL/DENTAL PLANS

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 \$0 Preferred Generic RX \$0 Preferred Brand RX \$0 Non-Preferred Brand RX
CCHP B:	\$0 Office Visit in the RMC Network \$5 Office Visit in the CPN Network \$3 Preferred Generic RX \$3 Preferred Brand RX \$3 Non-Preferred Brand RX
KAISER PERMANENTE PLAN A:	\$10 Office Visit \$10 Preferred Generic RX \$20 Preferred Brand RX \$20 Non-Preferred Brand RX \$10 Emergency Room
KAISER PERMANENTE PLAN B:	\$500 Deductible Per Person \$1000 Deductible Per Family \$20 Office Visit Copay (not subject to deductible) \$20 Urgent Care Copay (not subject to deductible) \$10 Lab & X-ray Copay (not subject to deductible) \$10 Preferred Generic RX \$30 Preferred Brand RX \$30 Non-Preferred Brand RX 10% Co-Insurance After Deductible for Inpatient Hospital, Outpatient Surgical and Emergency Room

\$3000 per person and \$6000 per family Annual Out of Pocket
Maximum

KAISER PERMANENTE HDHP:

\$1500 Deductible Per Person (Single Coverage)
\$3000 Deductible Per Family
10% Office Visit Coinsurance (After Deductible)
10% Urgent Care Coinsurance (After Deductible)
10% Lab & X-Ray Coinsurance (After Deductible)
\$10 Generic Rx (After Deductible)
\$30 Brand-Name Rx (After Deductible)
10% Inpatient Hospitalization Coinsurance (After Deductible)
10% Outpatient Surgery & ER Coinsurance (After Deductible)
\$3000 per Person Annual Out of Pocket Maximum
\$6000 per Family Annual Out of Pocket Maximum

HEALTH NET HMO Plan A:

\$10 Office Visit
\$10 Preferred Generic RX
\$20 Preferred Brand RX
\$35 Non-Preferred Brand or Generic RX
\$25 Emergency Room

HEALTH NET HMO Plan B:

\$20 Office Visit
\$50 Urgent Care Visit
\$1000 Inpatient Hospital Co-pay
\$500 Out-Patient Surgical Co-pay
\$100 Emergency Room Co-pay
\$10 Preferred Generic RX
\$20 Non-Preferred Brand RX
\$35 Non-Preferred Brand or Generic RX
\$2000 per person and \$6000 per family Annual Out of Pocket
Maximum

HEALTH NET PPO Plan A:

\$10 Office Visit in network
\$5 Preferred Generic RX
\$5 Preferred Brand RX
\$5 Non-Preferred Brand or Generic RX
\$50 Emergency Room Deductible, 10% Co-Insurance

Section 42- Permanent-Intermittent Employees Special Pays

Special Pays for Permanent-Intermittent Employees

1) Applicable to all Permanent-Intermittent Employees

<u>Type of Pay</u>	<u>MOU Section</u>
Jury Duty-Scheduled Work Day	Sec. 16.1.H
Military Leave	Sec. 15.4
County Overtime	Sec. 7.1
FLSA Overtime	None
Sick Leave Hours Taken	Sec. 42.1
Vacation Hours Taken	Sec. 42.1
Overtime Pay for Working on a Holiday	Sec. 11.5
Shift Pay	Sec. 9

2) Applicable to only those Permanent-Intermittent Employees in the specified classification/org

<u>Type of Pay</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
Lead Juvenile Institution Officer Duties	5.13	Juvenile Institution Officer I (7KWB), Juvenile Institution Officer II (7KVB), Juvenile Institution Officer III (7KTB)	3120 and 3160

ATTACHMENT D
DSA Probation Units
Section 44 – Temporary Employees Special Pays

Special Pays for Temporary Employees

All Employees

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>
County Overtime (OPT)	Sec. 7.1
FLSA Overtime (OTF)	None
Paid Time Off (PTO, PTO-FML)	Sec. 44.3
Shift Pay @ 5% (SH2)	Sec. 9

Classification/Org Specific

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
Overtime Pay for Working on a Holiday (OPT)	11.6	Juvenile Institution Officer I (7KWB), Juvenile Institution Officer II (7KVB), Juvenile Institution Officer III (7KTB)	

**CONTRA COSTA COUNTY
 PHYSICIAN'S STATEMENT OF ABILITY TO WORK
 ADA/FEHA/non-industrial**

ATTACHMENT E

Dear Physician:

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury
 or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: _____ WORK LOCATION: _____
 DEPARTMENT: _____ # OF HOURS PER DAY: _____
 JOB TITLE: _____ # OF DAYS PER WEEK: _____

DESCRIBE NATURE OF DISABILITY(S) INCLUDING SYSTEMS OR BODY PARTS AFFECTED:

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE?
 EXPLAIN: _____ YES _____ NO

WILL THE DRUG AFFECT OTHER DUTIES: _____ YES _____ NO
 EXPLAIN: _____

Computer Work:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

PHYSICAL ACTIVITIES (Cont'd)	HOURS PER DAY	COMMENTS
_____ Crawling	_____	_____
_____ Pulling	_____	_____
_____ Pushing	_____	_____
_____ Kneeling	_____	_____
_____ Reaching above shoulder level	_____	_____
_____ Reaching below shoulder level	_____	_____
_____ Twisting the body	_____	_____
_____ Climbing stairs	_____	_____
_____ Climbing ladders	_____	_____
_____ Climbing up and down embankment	_____	_____
_____ Shoveling or digging	_____	_____
_____ Operating foot controls	_____	_____
_____ Operate moving machinery	_____	_____
_____ Driving heavy equipment	_____	_____
_____ Driving automotive equipment	_____	_____

WORKING CONDITIONS	HOURS PER DAY	COMMENTS
_____ Exposure to heat (85 ° - 90 °)	_____	_____
_____ Exposure to cold	_____	_____
_____ Exposure to dampness, water	_____	_____
_____ Walking on uneven ground	_____	_____
_____ Exposure to dust, fumes, and grass	_____	_____
_____ Exposure to heights	_____	_____
_____ Being around moving machinery	_____	_____
_____ Exposure to noise	_____	_____
_____ Respond to emergency situation	_____	_____
_____ Handle confrontational situation	_____	_____
_____ Wearing respiratory protection	_____	_____

WORKER TRAITS	HOURS PER DAY	COMMENTS
_____ Handle face to face contact with public	_____	_____
_____ Participate in formal proceedings, hearings	_____	_____
_____ Concentrate and meet deadlines	_____	_____
_____ Understand written and oral instructions	_____	_____
_____ Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

DATE EMPLOYEE CAN START **MODIFIED**

DUTY: _____

MODIFIED DUTY CAN BE: _____ FULL TIME _____ PART TIME _____

Number of Days per Week: _____ Number of Hours per Day: _____

ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES: _____

ARE THE LIMITS LISTED PERMANENT _____ OR TEMPORARY _____? IF TEMPORARY, FOR HOW LONG? _____

PHYSICIAN'S SIGNATURE DATE

PHYSICIAN'S NAME ADDRESS

TELEPHONE NO. FAX NO.

**CONTRA COSTA COUNTY
RETURN TO WORK POLICY
FOR INDUSTRIAL INJURY OR ILLNESS**

- I. **POLICY:** Permanent employees who have suffered industrial injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate.
- A. Covered employees must have an accepted Workers' Compensation claim. Probationary employees, project, contracted, seasonal, agency temp, temporary, and employees working less than 20 hours a week are not covered by this policy.
 - B. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California State law. Restrictions from the physician must be in writing on the county form AK 142 or on the physician's letterhead.
 - C. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.
 - D. Current department practices and applicable state and federal laws regarding return to work procedures and restricted duty for certain employees who are exempt from this policy (i.e., non-industrial illnesses or injuries and probationary employees), will continue and are not subject to this policy.
- II. **OBJECTIVE:** The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.
- III. **SCOPE OF POLICY:** All departments and Board-governed agencies which are part of the County retirement system (excluding the Contra Costa County Fire Protection District and East Contra Costa Fire Protection District safety employees, Sheriffs Office and D.A. Investigators safety employees, Housing Authority, and In-Home Supportive Service providers) are subject to this Return to Work Policy.

IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily industrially disabled employee. Restricted duty may be for less than regular full-time work, but no less than four (4) hours per day.

A. A temporarily industrially disabled employee with an accepted Workers' Compensation claim shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.

B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work the employee shall be to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

C. If an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:

1. The restrictions recommended by the employee's treating physician or QME, if applicable;
2. The operational and financial needs of the department; and
3. The availability of a suitable work assignment.
Either party may appeal the Committee's decision in writing to the Director of Human Resources or his/her designee within 15 calendar days of the Committee's decision.

V. RESPONSIBILITIES:

A. Departments

The principle responsibility for implementing the Return to Work Policy rests with the appointing authority. Departments will also:

1. Complete and submit an injury report for industrial injuries and illnesses on a timely basis.

2. Appoint a Department Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Department Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments. They will also maintain a centralized record of all assignments.
3. Inform department employees of the Return to Work Policy.
4. Implement restricted duty assignments for temporarily industrially disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.
5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.
6. The Risk Management Department shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily industrially disabled employee shall:

1. Notify the department of an industrial injury or illness in accordance with Workers' Compensation regulations.
2. Seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide the information to the County. (Physician's Statement of Ability to Work, AK142, see Attachment E).
3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations

recommended by the employee's treating physician or QME, if applicable, and must be approved by the Department Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, a supervisor in the department providing the

4. restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
5. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
6. Failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager.
2. Assist departments in identifying and developing suitable restricted duty assignments.
3. Assist departments in resolving questions regarding work restrictions and restricted duty placements.
4. Provide, as necessary, counseling and other services to employees placed on restricted duty.
5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.
6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department. In the event a department does not grant a restricted duty assignment requested by an employee or a requested extension of an existing restricted duty

assignment, the employee may appeal to the Return to Work Committee. The Committee shall hear the appeal and make a recommendation to the department head.

E. Risk Manager

The County Risk Manager shall:

Oversee the administration of this policy and provide ongoing education work department heads, managers, and departmental return to coordinators concerning this policy.

VI. DEFINITIONS:

A. Restricted Duty: A temporary work assignment provided to a temporary industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. In no assignment can be located within the employee's primary department, the County will make reasonable effort to locate a comparable position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of the restricted duty unless the employee qualifies for pay differentials.

B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Contra Costa County Fire Protection District and East Contra Costa Fire Protection Districts, Sheriff's Office and D.A. Investigators' safety employees Housing Authority, and In-Home Supportive Service providers.

C. Departmental Return to Work Coordinator: The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.

D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Workers' Compensation laws. Treatment shall be reasonably required and consistent with Workers'

Compensation guidelines and existing State law.

- E.** Return to Work Committee: The Committee shall be composed of a pool twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (6) County employees appointed from the three (3) largest employee organizations in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organizations must be present in order to constitute a quorum.
- F.** Risk Manager: The person designated by the County Administrator to serve as Risk Manager.
- G.** County Return to Work Coordinators: The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V(C).

**DEPUTY SHERIFFS ASSOCIATION
PROBATION AND PROBATION SUPERVISORS UNITS**

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Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 10, 2019

Subject: General Salary Increases for Unrepresented Safety Employees in the Probation Department

RECOMMENDATION(S):

ADOPT Resolution No. 2019/549 to provide for salary increases for the Probation Department unrepresented safety positions to parallel those in the new Deputy Sheriffs Association Probation and Probation Supervisors Unit Memorandum of Understanding for the period September 1, 2019 and beyond.

FISCAL IMPACT:

The terms and conditions set forth in this action are estimated at a County FY 2019/20 (10 month) cost of \$167,000, including \$79,000 in benefit costs; the FY 2020/21 additional cost of \$243,000, including \$114,000 in benefit costs; the FY 2021/22 additional cost of \$219,000, including \$103,000 in benefit costs, and the FY 2022/23 additional cost of \$229,000, including \$107,000 in benefit costs.

BACKGROUND:

Contra Costa County has historically tied the unrepresented safety classes in the Probation department to represented classes in the Deputy Sheriffs Association Probation and Probation Supervisors Unit (formally the Probation Peace Officers Association) for purposes of salary increases and decreases. On September 10, 2019,

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

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

By: , Deputy

cc: Todd Billeci, County Probation Officer, Robert Campbell, Auditor-Controller, Dianne Dinsmore, Human Resources Director

BACKGROUND: (CONT'D)

>

the Board of Supervisors will consider adopting a new memorandum of understanding with the Deputy Sheriffs Association Probation and Probation Supervisors Unit that includes wage increases (Resolution No. 2019/548). Resolution No. 2019/549 provides for parallel increases that include a 5% wage increase each year effective September 1, 2019, July 1, 2020, July 1, 2021, and July 1, 2022 for the classifications of County Probation Officer-Exempt (7AA1), Assistant County Probation Officer-Exempt (7AB1), Chief Deputy Probation Officer (7ADC), Probation Director (7BFA), and Probation Manager (7AGB) and a 4% wage increases each year effective September 1, 2019, July 1, 2020, July 1, 2021, and July 1, 2022 for the classification of Institutional Supervisor II (7KGA).

CONSEQUENCE OF NEGATIVE ACTION:

The County could be detrimentally impacted by the potential loss of highly-trained safety personnel and it may become more difficult to attract candidates for promotion.

ATTACHMENTS

Resolution 2019/549

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019/549

In The Matter Of: Providing for Salary Increases for Unrepresented Safety Employees in the Probation Department

WHEREAS the County of Contra Costa has maintained a historic salary tie between the County Probation Officer, his unrepresented safety managers, and his represented safety members; and

WHEREAS the Deputy Sheriffs Association Probation and Probation Supervisors Unit has recently negotiated a new Memorandum of Understanding including wage increases;

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

1. The base rate of pay for the classifications of County Probation Officer-Exempt (7AA1), Assistant County Probation Officer-Exempt (7AB1), Chief Deputy Probation Officer (7ADC), Probation Director (7BFA), and Probation Manager (7AGB) will be increased as follows:
 - Effective September 1, 2019, 5% wage increase
 - Effective July 1, 2020, 5% wage increase
 - Effective July 1, 2021, 5% wage increase
 - Effective July 1, 2022, 5% wage increase

2. The base rate of pay for the classification of Institutional Supervisor II (7KGA) will be increased as follows:
 - Effective September 1, 2019, 4% wage increase
 - Effective July 1, 2020, 4% wage increase
 - Effective July 1, 2021, 4% wage increase
 - Effective July 1, 2022, 4% wage increase

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

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

ATTESTED: September 10, 2019

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

By: , Deputy

cc: Todd Billeci, County Probation Officer, Robert Campbell, Auditor-Controller, Dianne Dinsmore, Human Resources Director



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 10, 2019

Subject: Revised Management Benefits Resolution No. 2019/507, which Supersedes Resolution No. 2018/612

RECOMMENDATION(S):

ADOPT Resolution No. 2019/507, which supersedes Resolution No. 2018/612 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:

This is an administrative clean-up action. Increases to benefit costs, if any, will continue to be funded by impacted departments.

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. Periodically, modifications are required to update classifications, class codes, and actions adopted separately by the Board of Supervisors.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

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

By: , Deputy

BACKGROUND: (CONT'D)

The modifications described below modify and clarify the benefits for specified groups of unrepresented employees. The modifications are effective September 1, 2019, unless otherwise noted.

The attached Management Benefits Resolution has been modified in the following ways:

1. Section 24 Appointed Department Heads was amended to add the classification of Director of Risk Management.
2. Section 28 Animal Services Search Warrant was deleted. It applied only to a classification that no longer exists.
3. Section 29 Animal Services Uniform Allowance was modified to delete references to the Deputy Director of Animal Services.
4. Consistent with the Board's action of July 30, 2019, Section 33 -Certified Elections/Registration Administrator Certification Differential was amended to provide that employees in the classifications of Deputy County Clerk-Recorder-Exempt, Assistant County Clerk Recorder-Exempt, and Assistant County Registrar-Exempt are eligible for a two and one-half percent (2.5%) differential.
5. Section 34 District Attorney Inspectors Longevity Differential was modified to provide prospectively an additional two percent (2%) longevity differential for permanent, fulltime employees in the District Attorney Inspector classification series who attain twenty (20) years of Contra Costa County service.
6. Section 36.13 Eligible Classes was modified to add the classification of District Attorney Assistant Chief of Inspectors-Exempt (6KD2).
7. Section 40.10 Eligible Classes was modified to delete the classifications of MH Medical Director Ex (VPD10) and Emergency Medical Services Director (VBSC).
8. Consistent with the Board's action of January 15, 2019, Section 56 Countywide Accounting Differential was deleted.

CONSEQUENCE OF NEGATIVE ACTION:

If this clean-up action is not approved, benefits for eligible, active unrepresented employees may not be correctly identified in the Resolution.

ATTACHMENTS

Resolution 2019/507

Text of Resolution No. 2019-507

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019/507

In The Matter Of: Benefits and Other Compensation for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented Employees for the Period from September 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 September 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. 2018/612.

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**.

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

Contact: Lisa Driscoll, County Finance Director (925)
335-1023

ATTESTED: September 10, 2019

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

By: , Deputy

cc: Robert Campbell, Auditor-Controller, Dianne Dinsmore, Human Resources Director, Mary Ann McNett Mason, Chief Assistant County Counsel, Gail Strohl, Chief Executive Officer, CCCERA

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[end]

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:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 11 years	10	240
11 years	10-2/3	256

12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

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.

<u>Employees with Current Monthly Salary of:</u>	<u>Qualifying Base Contribution Amount</u>	<u>Monthly Contribution Required to Maintain Incentive Program Eligibility</u>
\$2,500 and below	\$250	\$50
\$2,501 – 3,334	\$500	\$50
\$3,335 – 4,167	\$750	\$50
\$4,168 – 5,000	\$1,000	\$50
\$5,001 – 5,834	\$1,500	\$100
\$5,835 – 6,667	\$2,000	\$100
\$6,668 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:

<u>Years of Payment Continuous Service</u>	<u>Payment of Unused Sick Leave Payable</u>
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. Appointed Department Heads: 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, Director of Risk Management, 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. Elected Department Heads: The Elected Department Heads are the Assessor, Auditor–Controller, Clerk–Recorder, District Attorney, Sheriff–Coroner, and Treasurer–Tax Collector.

26. Elected Department Head Benefits and Board of Supervisors Member Benefits: 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 Elected Department Heads:

- 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. (Reserved)

29. Animal Services Uniform Allowance: The uniform allowance for employees in the management class of Animal Services Captain-Exempt (BJD2) is eight hundred dollars (\$800), payable one-twelfth (1/12) of the yearly total in monthly pay warrants. Any increase in the Uniform Allowance, which may be granted to Animal Services Officers while this Resolution is in effect, is granted to this Animal Services Management class.

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. Attorney Management Administrative Leave and Additional Longevity Pay:

31.10 Attorney Management Administrative Leave:

- 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. Assessor Education Differential: 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. Certified Elections/Registration Administrator Certification Differential: 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. Employees in the classifications of Deputy Clerk-Recorder-Exempt (ALB2), Assistant County Clerk-Recorder-Exempt (ALB3) and Assistant County Registrar-Exempt (ALB1) are eligible to receive a monthly differential in the amount of two and a half percent (2.5%) 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. District Attorney Inspectors Longevity Differential:

34.10 County Service/P.O.S.T. Experience/Age.

Incumbents of the classes of District Attorney Assistant Chief of Inspectors—Exempt (6KD2), 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 all of 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).

34.11 Twenty Years of Service.

In addition to the longevity pay provided in section 34.10, permanent, full time employees in the classes of District Attorney Assistant Chief of Inspectors–Exempt (6KD2), 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) who have completed twenty (20) years of Contra Costa County Service 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 September 1, 2019. For those employees who have twenty years of Contra Costa County service on or before September 1, 2019, this longevity differential will be paid prospectively only from September 1, 2019.

35. District Attorney Inspector P.O.S.T.: 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 Assistant Chief of Inspectors-Exempt (6KD2)
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. Engineer Professional Development Reimbursement: 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)
Emergency Medical Svcs Director-Exempt (VAD2)
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. Probation – Longevity Differential:

43.10 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 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. Sheriff Continuing Education Allowance: 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. Sheriff Emergency Services Standby Differential: 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 PEPR, PEPR 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. (Reserved)

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

Exhibit A

Job Code	Classification
J994	Bd Of Supvr Asst-Specialist
ADT2	Capital Facilities Analyst-Prj
VPD4	CCHP Medical Director-Exempt
VCB2	CCRMC Chief Exec Ofc - Exempt
ADV1	Census Outreach Coordinator-Pj
5ABD	Chf, Anex And Econ Stm Prog
JJDA	Chief Assistant Clerk-BOS
2ED2	Chief Asst County Counsel
SMBA	Chief Asst Director/Dcss
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

Exhibit A

Job Code	Classification
NAF1	County Surveyor-Exempt
CJH3	Cs Mental Hlth Clin Supv-Proj
6KD2	DA Asst Chief of Inspectors-Ex
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
VCB4	Dep Dir of Health Svcs-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
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
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

Exhibit A

Job Code	Classification
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
AGSC	Employee Benefits Specialist
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
AGDG	HRIS Administrator
AGTF	Human Resources Analyst
AGDF	Human Resources Project Mngr
AGDE	Human Resources Supervisor
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
AGNA	Lead Human Resources Analyst
AJHC	Leave And ACA Admin
3KGA	Library Services Manager
6KWG	Lieutenant Of Insp-Welf Fraud
ADVB	Management Analyst
ADD4	Manager Cap Fac/Debt Mgmt-Ex
VCA2	Medical Director
SAHM	Payroll Systems Administrator
AP7B	Personnel Technician
ADNC	Principal L/R Analyst

Exhibit A

Job Code	Classification
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
AJH1	Risk Mgmt Training Coord-Prj
AVS4	Sbdc Business Consultant-Prj
AVD3	Sbdc Director-Project
CCG1	School Readiness Prog Coord-Prj
J3S2	Secretary To Undersheriff
NSGA	Senior Land Surveyor
ADTD	Senior Management Analyst
APD2	Sheriff's Chf Of Mgmt Svcs -Ex
J3T0	Sheriff's Executive Asst-Ex
ADB5	Special Asst To The Co Admn-Ex
ADDH	Sr Deputy County Administrator
2KD1	Sr Deputy District Attorney-Ex
2ED3	Sr Financial Counselor-Exempt
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
ADV1	Census Outreach Coordinator-Pj
9JS2	Child Nutrt Div Nutri-Project
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
AJD3	Director of Risk Management-Ex
XAA2	Director-EHSD-Exempt
2KA1	District Attorney
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	Agging/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	
Director of Risk Management	ADJ3	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 Agency-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

APPENDIX I

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

APPENDIX I

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) 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

APPENDIX I

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.

APPENDIX I

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.

APPENDIX I

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

APPENDIX I

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.

APPENDIX I

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

APPENDIX I

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-Child 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
VN	Deputy Sheriff's Unit-NonSworn
VH	Deputy Sheriff's Unit-Sworn
MA	District Attorneys' Unit
VA	DSA Non-Sworn Mgmt 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: September 10, 2019

Subject: Declaring Rodrigues Avenue stop-controlled at Cabrilho Drive, Martinez area.

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2019/4486 declaring a stop-control on Rodrigues Avenue (Road No. 3687L) at Cabrilho Drive (Road No. 3687M), as recommended by the Public Works Director, Martinez area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Rodrigues Avenue is currently only stop-controlled at Cabrilho Drive on its western leg. Upon request by a citizen, Public Works Traffic Engineering Staff initiated an investigation of the intersection to determine if a two-way stop-control of Rodrigues Avenue at Cabrilho Drive could be implemented.

Based on the investigation, it has been determined that a two-way stop control may be placed on Rodrigues Avenue at Cabrilho Drive to improve right of way determination. Therefore, the Public Works Department's Traffic Section recommends that a two-way stop-control be established on Rodrigues Avenue at its intersection with Cabrilho Drive to enhance the orderly flow of traffic, and allow enforcement of the traffic regulation. Cabrilho Drive will remain uncontrolled at this intersection.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Monish Sen,
925.313.2187

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Rodrigues Avenue at Cabrilho Drive will remain stop-controlled at only one leg of the intersection.

ATTACHMENTS

TR4486

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on September 10, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2019/4486
Supervisorial District IV

SUBJECT: Declaring a stop-control on Rodrigues Avenue (Road No. 3687L) at Cabrilho Drive (Road No. 3687M), Martinez area.

The Contra Costa Board of Supervisors RESOLVES that:

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

Pursuant to Section 21100(d), 21351, and 21355(a) of the California Vehicle Code, Rodrigues Avenue (Road No. 3687L) is hereby declared to be stop-controlled at its intersection with Cabrilho Drive (Road No. 3687M), and is hereby declared to be a two-way stop intersection and all vehicles traveling on Rodrigues Avenue shall stop before entering said intersection.

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

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

By _____,
Deputy

MS:sr

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

c: California Highway Patrol
Sheriff's Department



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: Consulting Services Agreement with Ninyo & Moore Geotechnical & Environmental Sciences Consultants, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Ninyo & Moore Geotechnical & Environmental Sciences Consultants (Ninyo & Moore), in an amount not to exceed \$250,000, for the period September 10, 2019 through June 18, 2022, to provide on-call geotechnical engineering services, Countywide. (Project Nos. Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call contract is funded by local, state and federal funds for road, flood control, and airport projects. (100% Local Road, Flood Control and Airport Enterprise Funds)

BACKGROUND:

The Public Works Department is involved in various projects in the County that require geotechnical engineering services for road, flood control, and airport projects. After a solicitation process, Ninyo & Moore was selected as one of eight firms to provide geotechnical engineering services on an "on-call" basis. Ninyo & Moore will be used to provide geotechnical engineering service as in-house expertise is not available. This on-call contract will be in effect for thirty-three months.

Government Code Section 31000 and 4525 authorizes the County to contract for services, including the type of geotechnical engineering that Ninyo & Moore provides.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Kevin Emigh,
925.313.2233

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, there is possible delay in completing projects requiring geotechnical engineering services. Executing this contract will facilitate the process of design and construction for various Public Works projects requiring geotechnical engineering expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: RESCIND previous Traffic Resolution No. 2005/4125 for Second Street (Road No. 1795H), Rodeo area.

RECOMMENDATION(S):

RESCIND Traffic Resolution No. 2005/4125, adopted July 19, 2005, which prohibited parking or stopping at all times on a portion of Second Street (Road No. 1795H), except for those vehicles of individuals with disabilities, as recommended by the Public Works Director, Rodeo area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

While reviewing previously designated parking spaces for disabled persons on public roadways, it was determined that a disabled persons parking space was no longer needed. Public Works Traffic Engineering staff conducted a site visit and sent a letter with no response to the property address in which the request came from. Therefore, in conformance with established policy, Traffic Engineering recommends removing the restriction on parking at this location.

CONSEQUENCE OF NEGATIVE ACTION:

Parking will remain restricted at this location.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Monish Sen,
925.313.2187

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: September 10, 2019

Subject: APPROVE and AUTHORIZE the Conveyance of a Grant of Easement to the City of Antioch for irrigation purposes, Antioch area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the conveyance of a Grant of Easement, over a portion of Assessor's Parcel Number 068-151-016 on East Tregallas Road (Property), from Contra Costa County (County) to the City of Antioch (City) in connection with the State Route 4 (E) Widening – Somersville Road to Route 160 Project and pursuant to Government Code Section 25526.6, for irrigation purposes. (Project No.: 4660-6X4168).

DETERMINE that the conveyance of said easement is in the public interest and will not substantially conflict or interfere with the County's use of the property.

AUTHORIZE the Chair, Board of Supervisors to execute the Grant of Easement on behalf of the County.

DIRECT the Real Estate Division of the Public Works Department to deliver a certified copy of this Board Order with the Grant of Easement to the City for acceptance and recording in the office of the County-Clerk Recorder.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Michael Serrano, 925.
957-2489

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

By: , Deputy

cc:

FISCAL IMPACT:

100% Contra Costa Transportation Authority.

BACKGROUND:

The County acquired various property rights in connection with the State Route 4 (E) Widening-Somersville Road to Route 160 highway widening project. The City has requested an Irrigation line be allowed over a portion of the parcel to service a nearby median as part of the overall project. In order for the City to construct and maintain its irrigation line, it is necessary for the County to convey the easement to the City.

ATTACHMENTS

Grant of Easement

Recorded at the request of:
City Of Antioch

After recording return to:
City of Antioch
Attn: Engineering Division
P.O. Box 5007
Antioch, CA 94509

Copy to:
Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attention: Real Estate Division

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Portion of Assessor's Parcel No. 068-151-016

GRANT OF EASEMENT

Contra Costa County, a political subdivision of the State of California (hereinafter "Grantor")

GRANTS to

The City of Antioch, a municipal corporation City, a non-exclusive easement, to the extent that other uses do not interfere with the easement use, in, on, over and across the property situated in the County of Contra Costa, State of California, described as follows:

AS DESCRIBED ON EXHIBIT "A" AND SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF,

for purposes of the installation, repair, maintenance and replacement of the Irrigation line and necessary access for those purposes therein and thereupon, and appurtenances and appliances together with the reasonable right of access to such easement for said purposes over the remaining lands of grantor.

IN WITNESS WHEREOF, the GRANTOR has executed this indenture this _____ day of _____, 201__.

Dated _____

CONTRA COSTA COUNTY

John Gioia
Chair, Board of Supervisors

ATTACH APPROPRIATE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Deputy Clerk

EXHIBIT "A"

An EASEMENT for Irrigation purposes, and incidents thereto, under, over, through, and across the following described land, together with the right to construct, operate, and maintain such facilities and its appurtenances as necessary to effect the purpose of the easement.

A portion of PARCEL "B" as shown on that certain map entitled "PARCEL MAP, LOTS 1 & 2, BLOCK "A" OF MILITOS SUBDIVISION", filed September 4, 1980, in Book 89 of Parcel Map, Page 4 & 5, Official Records of Contra Costa County, more particularly described as follows:

BEGINNING at the southeast corner of said PARCEL B; thence North 88°43'58" West, 75.58; thence along the arc of a non-tangent curve to the left, having a radial bearing of South 84°45'12" East from its radius point to its beginning of curve, having a radius of 764.15 feet, through a central angle of 0°13'31", an arc length of 3.01 feet; thence South 88°43'58" East, 10.00 feet; thence South 0°22'25" West, 1.00 feet; thence South 88°43'58" East, 62.56 feet; thence North 0°22'25" West, 17.50 feet; thence South 88°43'58" East, 3.00 feet; thence North 0°22'25" East, 19.50 feet to the POINT OF BEGINNING.

CONTAINING an area of 212 square feet, more or less.

The BASIS OF BEARINGS for this project is the California Coordinate System of 1983, Zone III (Epoch 2000.86) as determined locally by GPS survey measurements and a least squares adjustment, holding NGS control stations LAKE ALHAMBRA – PID JS4835, HPGN D CA 04 HK – PID AA3821, GPS CONTROL POINT 41 – PID DE8498, GPS CONTROL POINT 59 – PID DE8508, and GPS CONTROL POINT 60 – PID DE8505 fixed per geodetic values published by the State of California Record of Survey No. 3151 and recorded in 136 LSM 3 through 6. The project's combined scale factor is 0.99993878. Multiply grid distances by 1.0000612 to obtain ground distances.

Attached hereto is Exhibit "B" to accompany legal description, and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: John A. Cardarelli
Licensed Land Surveyor

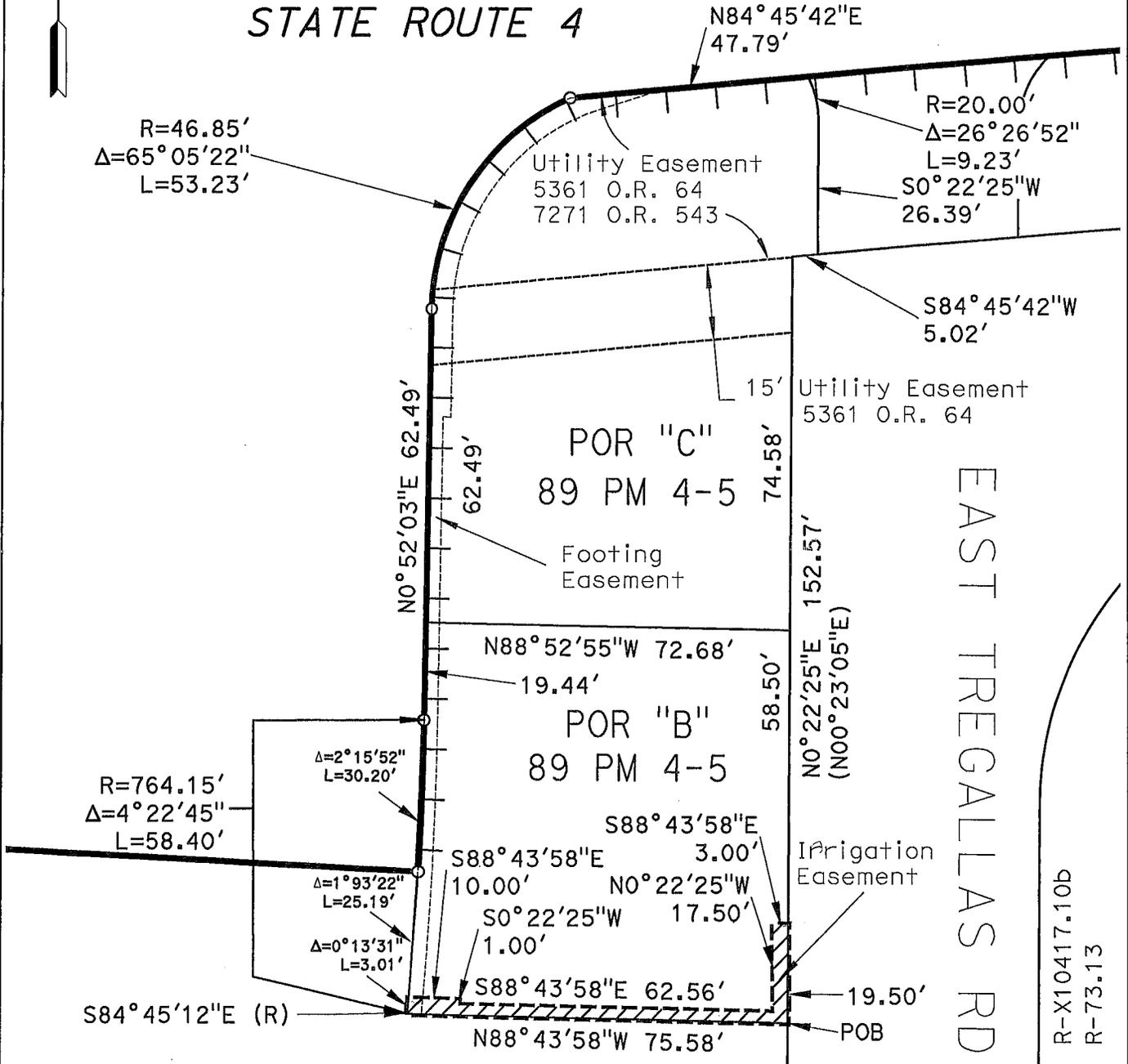
Date: 04-17-2019



COUNTY OF CONTRA COSTA CITY OF ANTIOCH



STATE ROUTE 4



R=46.85'
Δ=65° 05' 22"
L=53.23'

N84° 45' 42"E
47.79'

R=20.00'
Δ=26° 26' 52"
L=9.23'
S0° 22' 25"W
26.39'

S84° 45' 42"W
5.02'

N0° 52' 03"E 62.49'

62.49'

74.58'

N88° 52' 55"W 72.68'
19.44'

58.50'

R=764.15'
Δ=4° 22' 45"
L=58.40'

Δ=2° 15' 52"
L=30.20'

Δ=1° 93' 22"
L=25.19'

Δ=0° 13' 31"
L=3.01'

POR "B"
89 PM 4-5

S88° 43' 58"E

S88° 43' 58"E 3.00'

10.00' N0° 22' 25"W

S0° 22' 25"W 17.50'

1.00' S88° 43' 58"E 62.56'

N88° 43' 58"W 75.58'

15' Utility Easement
5361 O.R. 64

N0° 22' 25"E 152.57'
(N00° 23' 05"E)

S84° 45' 12"E (R)

NOTES		LEGEND			IRRIGATION EASEMENT EAST TREGALLAS ROAD		
Coordinates and bearings are on CCS 1983 Zone III. Distances and stationing are grid distances. Multiply by 1.0000612 to obtain ground distances. All distances are in feet unless otherwise noted.		LLLL	ACCESS PROHIBITED	<p>EXHIBIT "B"</p> <p>SCALE: 1" = 30'</p> <p>FEET 0 15 30 60</p>			
		O	DIMENSION POINT				
		OR	OFFICIAL RECORDS				
		POR	A PORTION OF				
		POB	POINT OF BEGINNING				
		POC	POINT OF COMMENCEMENT				
		UE	UTILITY EASEMENT				
		FE	FOOTING EASEMENT				
		()	PER RECORD				
		(R)	RADIAL BEARING				
DRAFTED BY	DATE	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
SKR	04/17/2019	4	CC	4	27.8	1	1



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: Accept completion of warranty period for the Road Improvement Agreement for road acceptance RA17-01252, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2019/527 accepting completion of the warranty period for the Road Improvement Agreement, and release of cash deposit for faithful performance, for road acceptance RA17-01252 (cross-reference LP09-02026), for a project developed by Pacific Mountain Contractors of California, Inc., as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

100% Developer Fees.

BACKGROUND:

The public road improvements have met the guaranteed performance standards for the warranty period following completion and acceptance of the improvements.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Randolph Sanders
(925)313-2111

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Trixie Gothro - Design & Construction, Joshua Laranang- Engineering Services, Chris Hallford -Mapping , Ruben Hernandez - DCD, Pacific Mountain Contractors of California, Inc., Lexon Insurance 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. 2019/527

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019/527

IN THE MATTER OF: Accepting completion of warranty period for the Road Improvement Agreement, and release of cash deposit for faithful performance, for road acceptance RA17-01252 (cross-reference LP09-02026), for a project developed by Pacific Mountain Contractors of California, Inc., as recommended by the Public Works Director, Alamo area. (District II)

WHEREAS, on February 13, 2018, this Board resolved that the improvements for road acceptance RA17-01252 (cross-reference LP09-02026) were completed as provided in the Road Improvement Agreement with Pacific Mountain Contractors of California, Inc., and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance.

NOW, THEREFORE, BE IT RESOLVED that the Public Works Director is AUTHORIZED to:

REFUND the \$1,000.00 cash deposit (Auditor's Deposit Permit No. DP745439, dated September 14, 2017) plus interest to Pacific Mountain Contractors of California, Inc. 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. 1149397, dated August 17, 2017, issued by Lexon Insurance Company, are EXONERATED.

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

Contact: Randolph Sanders (925)313-2111

ATTESTED: September 10, 2019

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Trixie Gothro - Design & Construction, Joshua Laranang- Engineering Services, Chris Hallford -Mapping, Ruben Hernandez - DCD, Pacific Mountain Contractors of California, Inc., Lexon Insurance Company



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: APPROVE the eleventh extension of the Subdivision Agreement for subdivision SD89-07267, Walnut Creek area.

RECOMMENDATION(S):

ADOPT Resolution No. 2019/531 approving the eleventh extension of the Subdivision Agreement for subdivision SD89-07267, for a project being developed by Morgan Capital Investment Properties, as recommended by the Public Works Director, Walnut Creek area. (District IV)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The termination date of the Subdivision Agreement needs to be extended. The developer has not completed the required improvements and has requested more time. (Approximately 40% of the work has been completed to date.) By granting an extension, the County will grant the developer more time to complete improvements and keeps the security bond current.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Randolph Sanders
(925)313-2111

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

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

The termination date of the Subdivision Agreement will not be extended and the developer will be in default of the agreement, requiring the County to take legal action against the developer and surety to get the improvements installed, or revert the development to acreage.

ATTACHMENTS

Resolution No. 2019/531

Subdivision Agreement Extension

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2019/531

IN THE MATTER OF approving the eleventh extension of the Subdivision Agreement for subdivision SD89-07267, for a project being developed by Morgan Capital Investment Properties, as recommended by the Public Works Director, Walnut Creek area. (District IV)

WHEREAS the Public Works Director, having recommended that he be authorized to execute the eleventh agreement extension which extends the subdivision agreement between Morgan Capital Investment Properties and the County for construction of certain improvements in subdivision SD89-07267, Walnut Creek area, through April 20, 2020.

APPROXIMATE PERCENTAGE OF WORK COMPLETE: 40%

ANTICIPATED DATE OF COMPLETION: Unknown

BOND NO.: CAIFSU 0318779 Date: March 6, 2003

REASON FOR EXTENSION: Stop work order in place because road was not built to County standards. Applicants to submit acceptable plans per County standards and obtain a development permit approval prior to work recommencing.

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

I hereby certify that this 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: Randolph Sanders (925)313-2111

ATTESTED: September 10, 2019

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Ruben Hernandez - DCD, Trixie Gothro - Design & Construction, Morgan Capital Investment Properties, International Fidelity Insurance Company, T-1/20/2020

CONTRA COSTA COUNTY
SUBDIVISION AGREEMENT EXTENSION

Development Number: Subdivision 89-07267
Developer: Morgan Capital Investments Properties
Original Agreement Date: April 20, 1999
Tenth Extension New Termination Date: April 20, 2020

IMPROVEMENT SECURITY

Surety: International Fidelity Insurance Company
Bond Number: CAIFSU 0318779 **Date:** March 6, 2003

Security Type	Security Amount
Cash:	\$ 5,800.00 (1% cash, \$1,000 Min.)
Surety Bond:	\$ 115,000.00 (Performance)
	\$ 292,450.00 (Labor & Material)

The Developer and the surety desire this Agreement to be extended through the above date; and Contra Costa County and said surety hereby agree thereto and acknowledge same.

Dated: _____

FOR CONTRA COSTA COUNTY
Brian M. Balbas, Public Works Director

By: _____

RECOMMENDED FOR APPROVAL:

By: _____
(Engineering Services Division)

NOTE: Developer's, Surety's and Financial Institution's Signatures must be Notarized.

FORM APPROVED: Victor J. Westman, County Counsel

After Approval Return to Clerk of the Board

Dated: 4/28/19

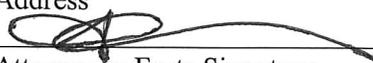


Developer's Signature(s)
Lewis E. Cook, Jr.
Printed

Developer's Signature(s)
Printed

Address
International Fidelity Insurance Company

Surety or Financial Institution
2999 Oak Rd, Ste 820, Walnut Creek CA 94597

Address


Attorney in Facts Signature
Stephanie Thompson
Printed

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of Contra Costa)

On 4/8/19 before me, Maegen I. Allhands, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stephanie Thompson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Maegen I. Allhands*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

LORI A. BOSSHART, SAMANTHA MASCARENHAS, DOROTHY O'CONNOR, COLLEEN P. O'HARA, STEPHANIE THOMPSON, SUSANNA K.P. TRUONG

Walnut Creek, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th of December, 2018

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 08, 2019

Irene Martins, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

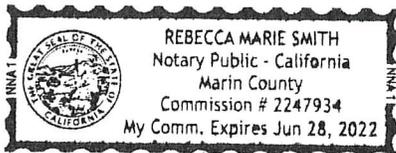
CIVIL CODE § 1189

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

State of California }
County of Marin }

On 4/4/19 before me, Rebecca Marie Smith, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Lewis E. Cook Jr
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Rebecca Marie Smith
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: Accept completion of warranty period for Subdivision Agreement for road acceptance RA10-01246, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2019/532 accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for road acceptance RA10-01246 (cross-reference subdivision SD05-08969), for a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

100% Developer Fees.

BACKGROUND:

The landscape improvements have met the guarantee performance standards for the warranty period following completion and acceptance of the improvements.

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.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Randolph Sanders
(925)313-2111

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Trixie Gothro - Design & Construction, Chris Hallford -Mapping , Ruben Hernandez - DCD, Chris Low - City of San Ramon, Shapell Industries, Inc., a Delaware Corp., The Continental Insurance Company

ATTACHMENTS

Resolution No.

2019/532

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019/532

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 road acceptance RA10-01246 (cross-reference subdivision SD05-08969), for a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS, on June 24, 2014, this Board resolved that the landscape improvements in RA10-01246 (cross-reference subdivision SD05-08969) were completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance.

NOW, THEREFORE, BE IT RESOLVED that the Public Works Director is AUTHORIZED to:

REFUND the \$3,100.00 cash deposit (Auditor's Deposit Permit No. 611509, dated April 20, 2012) plus interest to Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 944.406, and the Subdivision Agreement (Right-of-Way Landscaping).

BE IT FURTHER RESOLVED that upon completion of the warranty and maintenance period, the San Ramon City Council shall accept the landscape improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No. 929 553 673 dated September 25, 2012, issued by The Continental Insurance Company, are EXONERATED.

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

Contact: Randolph Sanders (925)313-2111

ATTESTED: September 10, 2019

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Trixie Gothro - Design & Construction, Chris Hallford -Mapping , Ruben Hernandez - DCD, Chris Low - City of San Ramon, Shapell Industries, Inc., a Delaware Corp., The Continental Insurance Company



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: Closing Wildcat Canyon Road & Happy Valley Road for North Orinda Shaded Fuel Break Project, Lafayette and Orinda areas.

RECOMMENDATION(S):

ADOPT Resolution No. 2019/539 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Wildcat Canyon Road between San Pablo Dam Road and Inspiration Point, for five consecutive working days beginning August 12, 2019 to August 16, 2019 from 10:00 AM to 3:00 PM, and fully close a portion of Happy Valley Road between Orinda View Road and Bear Creek Road, for five consecutive working days beginning September 9, 2019 to September 13, 2019 from 10:00 AM to 3:00 PM, for the purpose of vegetation removal in accordance with the North Orinda Shaded Fuel Break Project, Lafayette and Orinda areas. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Road closure is for the purpose of vegetation removal along Wildcat Canyon Road and Happy Valley Road in accordance with the North Orinda Shaded Fuel Break Project (NOSFBP). The NOSFBP project area encompasses 1,515 acres along 14 miles of treated wildland fuels in the East Bay between the Eastern portions of Tilden Regional

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Slava Gospodchikov, (925) 313-2316

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

By: , Deputy

BACKGROUND: (CONT'D)

Park (San Pablo Ridge) and Pleasant Hill Road (City of Lafayette). The NOSFBP is intended to reduce critical wildland fire fuels by removing understory vegetation, dead/dying trees, and decadent brush to lower the intensity of fast-moving wildfires. This project is funded by the State of California in order to meet Executive Order N-05-19 (emergency fuel reduction projects).

A county-maintained road may be closed with approval of the Board of Supervisors and a road closure permit. Applicant must adhere to the permit conditions set forth by the Public Works Director, or designee, prior to and during the road closure.

CONSEQUENCE OF NEGATIVE ACTION:

Road closure will not have the Board's authorization.

ATTACHMENTS

Resolution No. 2019/539

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019/539

IN THE MATTER OF ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Wildcat Canyon Road between San Pablo Dam Road and Inspiration Point, for five consecutive working days beginning August 12, 2019 to August 16, 2019 from 10:00 AM to 3:00 PM, and fully close a portion of Happy Valley Road between Orinda View Road and Bear Creek Road, for five consecutive working days beginning September 9, 2019 to September 13, 2019 from 10:00 AM to 3:00 PM, for the purpose of vegetation removal in accordance with the North Orinda Shaded Fuel Break Project, Lafayette and Orinda areas. (District II)

RC19-13 and RC19-15

NOW, THEREFORE, BE IT RESOLVED that permission is granted to the Moraga-Orinda Fire District to fully close a portion of Wildcat Canyon Road between San Pablo Dam Road and Inspiration Point, for five consecutive working days beginning August 12, 2019 to August 16, 2019 from 10:00 AM to 3:00 PM and fully close a portion of Happy Valley Road between Orinda View Road and Bear Creek Road, for five consecutive working days beginning September 9, 2019 to September 13, 2019 from 10:00 AM to 3:00 PM, subject to the following conditions:

1. Traffic will be detoured via per traffic control plan reviewed by Public Works. Local and emergency traffic will be allowed at all times.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Moraga-Orinda Fire District shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, and the California Highway Patrol.

I hereby certify that this 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: Slava Gospodchikov, (925) 313-2316

ATTESTED: September 10, 2019

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Deborah Preciado - Engineering Services, Bob Hendry -Engineering Services, CHP, Sheriff - Patrol Division Commander, Moraga-Orinda Fire District



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: Accepting completion of private improvements for minor subdivision MS06-00016, Lafayette area.

RECOMMENDATION(S):

ADOPT Resolution No. 2019/543 accepting completion of private improvements for minor subdivision MS06-00016 for a project developed by Allen Dadafarin, as recommended by the Public Works Director, Lafayette area. (District II)

FISCAL IMPACT:

100% Developer Fees.

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

The completion of improvements will not be accepted.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Randolph Sanders (925)
313-2111

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

By: , Deputy

ATTACHMENTS

Resolution No.

2019/543

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019/543

IN THE MATTER OF: Accepting completion of private improvements for minor subdivision MS06-00016 for a project developed by Allen Dadafarin, as recommended by the Public Works Director, Lafayette area. (District II)

WHEREAS, the Public Works Director has notified this Board that the private improvements in minor subdivision MS06-00016 have been completed as provided in the Subdivision Agreement with Allen Dadafarin, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS, these improvements are approximately located near Pleasant Hill Road in Lafayette.

NOW, THEREFORE, BE IT RESOLVED that the private improvements have been COMPLETED as of September 10, 2019, thereby establishing the six-month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: December 3, 2014

NAME OF SURETY: SureTec Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$55,000, Bond No. 4399501 issued by the above surety be RETAINED for the six-month lien guarantee period until March 10, 2020, 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 \$1,100 cash security for performance (Auditor's Deposit Permit No. 1332983, dated March 3, 2015) plus interest in accordance with Government Code Section 53079, if appropriate, to Allen Dadafarin, pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No. 4399501, dated December 3, 2014 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: Randolph Sanders (925) 313-2111

ATTESTED: September 10, 2019

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Trixie Gothro - Design & Construction, Chris Lau - Maintenance, Chris Hallford -Mapping , Michael Mann- Finance, Allen Dadafarin- Developer, Suretec Insurance Company , T-07-10-2020



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: Accepting completion of warranty period for the Subdivision Agreement for subdivision SD13-09352, Bay Point area.

RECOMMENDATION(S):

ADOPT Resolution No. 2019/545 accepting completion of the warranty period for the Subdivision Agreement, and release of cash deposit for faithful performance, subdivision SD13-09352, for a project developed by Driftwood Community, LLC, as recommended by the Public Works Director, Bay Point area. (District V)

FISCAL IMPACT:

100% Developer Fees.

BACKGROUND:

The improvements have met the guaranteed performance standards for the warranty period following completion and acceptance of the improvements.

CONSEQUENCE OF NEGATIVE ACTION:

The developer will not receive a refund of the cash deposit, the Subdivision Agreement and performance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Randolph Sanders (925)
313-2111

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Sam Cisneros, Design/Construction, Joshua Laranang- Engineering Services, Chris Hallford -Mapping , Michael Mann- Finance, Ruben Hernandez - DCD, Driftwood Community, LLC, Developers Surety & Indemnity Company, Chris Lau - Maintenance

ATTACHMENTS

Resolution No.

2019/545

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019/545

IN THE MATTER OF: Accepting completion of warranty period for the Subdivision Agreement, and release of cash deposit for faithful performance, subdivision SD13-09352, for a project developed by Driftwood Community, LLC, as recommended by the Public Works Director, Bay Point area. (District V)

WHEREAS, on March 20, 2018, this Board resolved that the improvements in subdivision SD13-09352 were completed as provided in the Subdivision Agreement with Driftwood Community, LLC 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 \$18,000 cash deposit (Auditor's Deposit Permit No. 729170, dated January 31, 2017) plus interest to Driftwood Community, LLC 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 and surety bond, Bond No. 651213S, dated February 14, 2017, issued by Developers Surety and Indemnity 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: Randolph Sanders (925) 313-2111

ATTESTED: September 10, 2019

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Sam Cisneros, Design/Construction, Joshua Laranang- Engineering Services, Chris Hallford -Mapping, Michael Mann- Finance, Ruben Hernandez - DCD, Driftwood Community, LLC, Developers Surety & Indemnity Company, Chris Lau - Maintenance



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: APPROVE the Pacheco Manor Tree Replacement Project and take related actions under CEQA.

RECOMMENDATION(S):

APPROVE the Pacheco Manor Tree Replacement Project (Project) and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Pacheco area. [County Project No. WO#5469, DCD-CP#19-22] (District V).

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

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

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

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Laura Cremin (925)
313-2015

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

By: , Deputy

cc: Ave Brown - Environmental Division Manager, Laura Cremin

FISCAL IMPACT:

Estimated Project cost: \$123,000. 100% LL2 Zone 18 - Pacheco Manor Fund (Fund 284300).

BACKGROUND:

The purpose of this project is to remove and replace landscape trees. The project consists of removing 18 existing non-native pine trees from the landscape strip along Pacheco Boulevard at Pacheco Manor, and replacing them with trees that are more suitable for the location. Excavation of up to two feet deep is required for root removal. Uplifted portions of the sidewalk will be repaired.

Contra Costa Public Works Department (CCCPWD) has received several calls from Pacheco Manor residents about concerns associated with the existing trees. CCCPWD plans on replacing the trees with PG&E recommended trees that will not grow into the power line. Pacheco Manor residents were notified on June 5, 2019 about the project and invited to help choose replacement trees from the recommended list at an upcoming public meeting. The meeting was held on July 10, 2019 at 6:30 p.m. at the Pacheco Community Center, 5800 Pacheco Boulevard, in Pacheco.

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

CEQA Document

PUBLIC WORKS DEPARTMENT
INITIAL STUDY OF
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: WO5875
CP# 19-22

PROJECT NAME: Pacheco Manor Tree Replacement

PREPARED BY: Laura Cremin, Environmental Services Division *AB*

DATE: July 10, 2019

APPROVED BY: *Teresa B. Morera*

DATE: *7/17/19*

RECOMMENDATIONS:

Categorical Exemption: §15301 [Class c and h]

Negative Declaration

Environmental Impact Report Required

Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of replacing existing sidewalks and landscaping, pursuant to section 15301(c) and 15301(h) of the State CEQA Guidelines.

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

USGS Quad Sheet: Walnut Creek	Base Map Sheet #: H-13	Parcel #: N/A
-------------------------------	------------------------	---------------

GENERAL CONSIDERATIONS:

- Location:** The project is located along Pacheco Boulevard at Pacheco Manor, in unincorporated Pacheco in Central Contra Costa County (Figures 1 – 2).
- Project Description:** The purpose of this project is to remove and replace landscape trees. The project consists of removing 18 existing non-native pine trees from the landscape strip along Pacheco Boulevard at Pacheco Manor, and replacing them with trees that are more suitable for the location (Figure 3). Excavation of up to two feet deep is required for root removal. Uplifted portions of the sidewalk will be repaired.

Contra Costa Public Works Department (CCCPWD) has received several calls from Pacheco Manor residents about concerns associated with the existing trees. CCCPWD plans on replacing the trees with PG&E recommended trees that will not grow into the power line. Pacheco Manor residents were notified on June 5, 2019 about the project and invited to help choose replacement trees from the recommended list at an upcoming public meeting. The meeting was held on July 10, 2019 at 6:30 p.m. at the Pacheco Community Center, 5800 Pacheco Boulevard, in Pacheco.

All improvements will be constructed within the existing road right-of-way. Tree and shrubbery trimming may be necessary throughout the project area. The project will maintain the existing drainage pattern and will not create new impervious areas. Appropriate Best Management Practices (BMPs) will be implemented during construction to protect storm drains. One lane will be open during construction activities. Emergency vehicles will have access at all times.

- Does it appear that any feature of the project will generate significant public concern?**

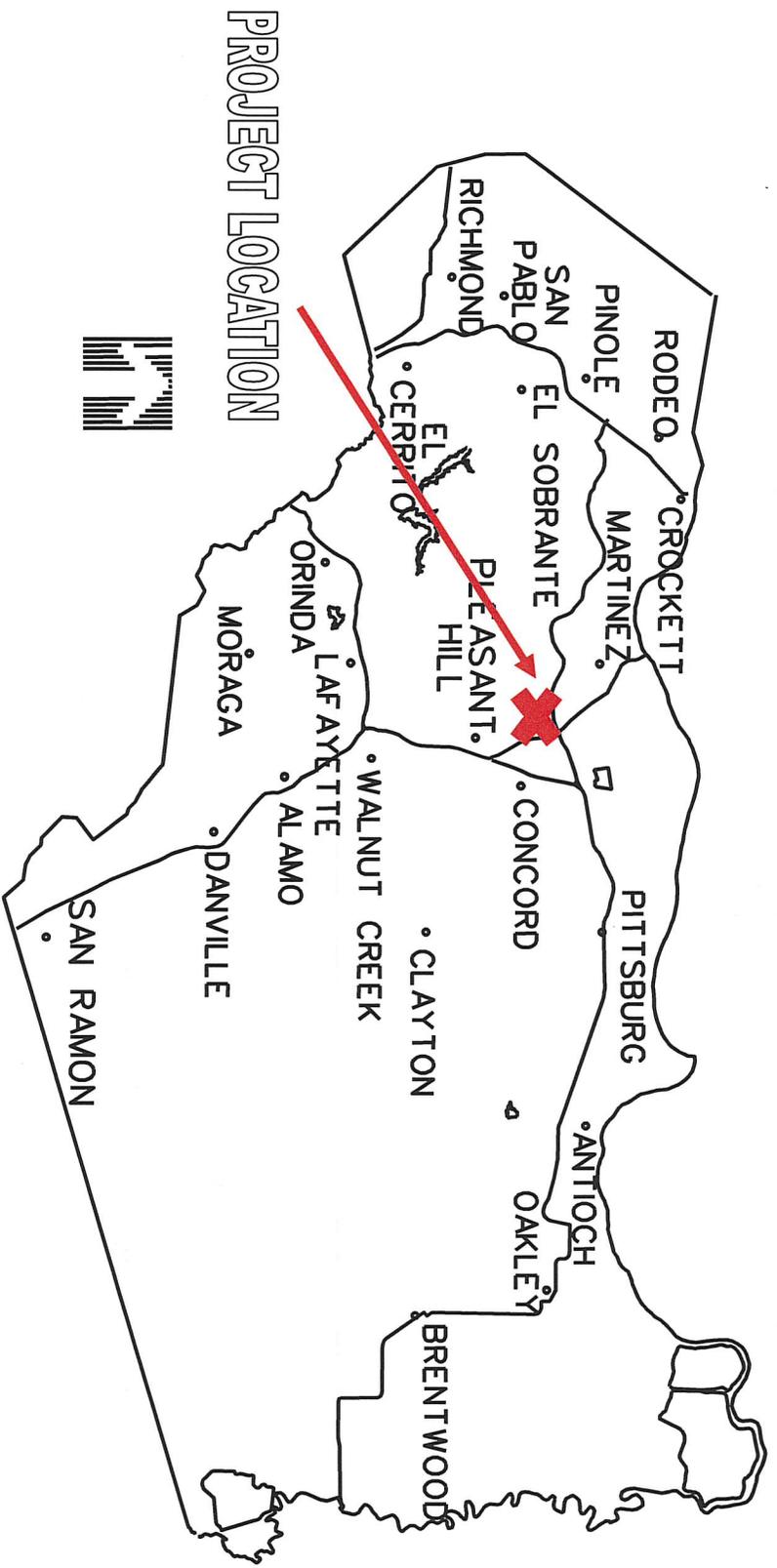
Yes No maybe (Nature of concern):

- Will the project require approval or permits by other than a County agency?**

Yes No

- Is the project within the Sphere of Influence of any city?** No

CONTRA COSTA CALIFORNIA COUNTY



PROJECT LOCATION

FIGURE 1: Regional Location Map
Pacheco Manor Tree Replacement Project

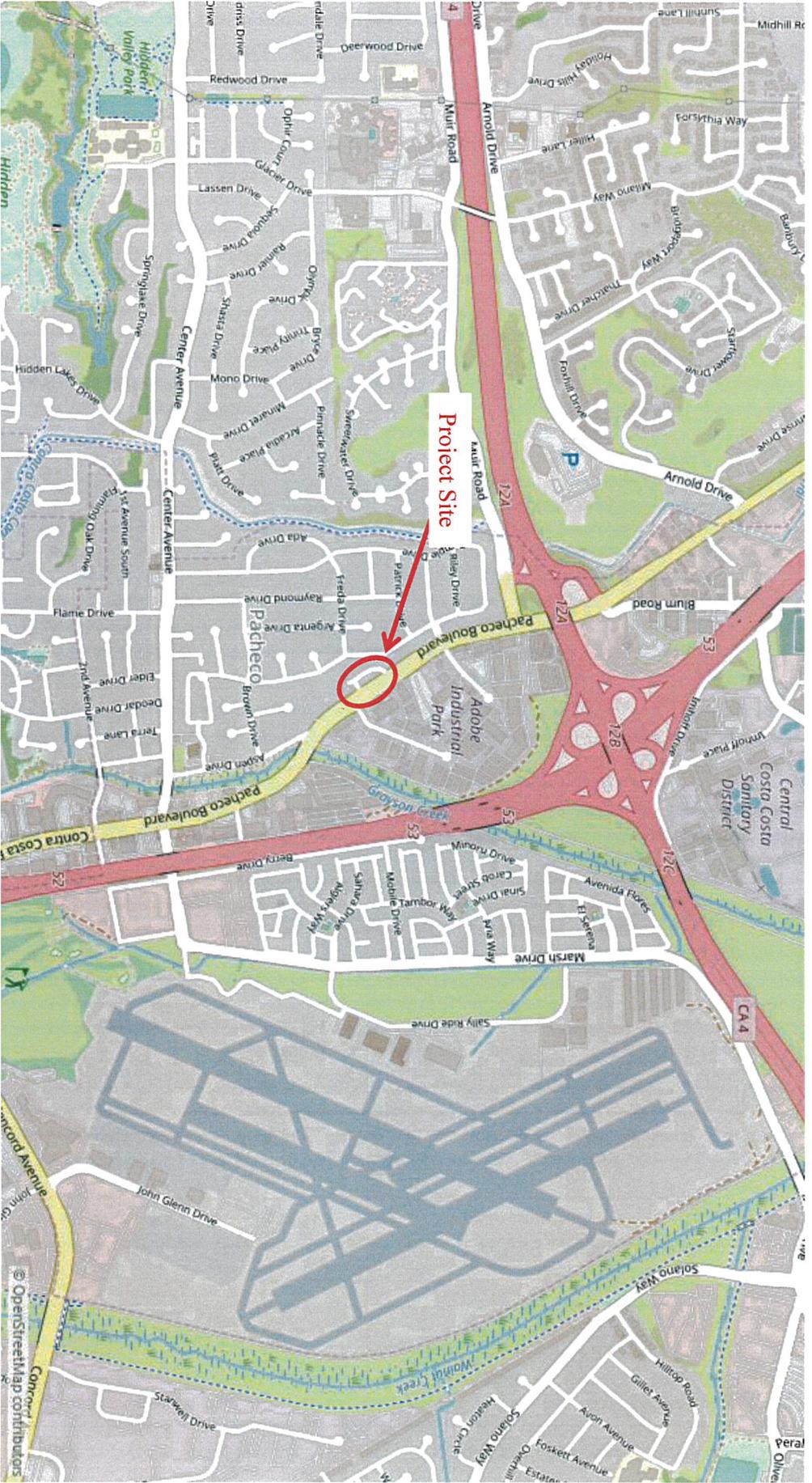


FIGURE 2: Project Vicinity Map
Pacheco Manor Tree Replacement Project



= Tree planned to be replaced

FIGURE 3: Project Plans
Pacheco Manor Tree Replacement Project

CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

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

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

County Clerk
County of: Contra Costa

Project Title: Pacheco Manor Tree Replacement Project
Proj. No. WO5875, CP#19-22

Project Applicant: Contra Costa County Public Works Department,
255 Glacier Drive Martinez, CA 94553

Project Location: Pacheco Boulevard at Pacheco Manor, in unincorporated Pacheco in Central Contra Costa County

Lead Agency: Contra Costa County Department of Conservation and Development

Description of Nature, Purpose and Beneficiaries of Project: The purpose of this project is to remove and replace landscape trees. The project consists of removing 18 existing non-native pine trees from the landscape strip along Pacheco Boulevard at Pacheco Manor, and replacing them with trees that are more suitable for the location. Excavation of up to two feet deep is required for root removal. Uplifted portions of the sidewalk will be repaired.

Contra Costa Public Works Department (CCCPWD) has received several calls from Pacheco Manor residents about concerns associated with the existing trees. CCCPWD plans on replacing the trees with PG&E recommended trees that will not grow into the power line. Pacheco Manor residents were notified on June 5, 2019 about the project and invited to help choose replacement trees from the recommended list at an upcoming public meeting. The meeting was held on July 10, 2019 at 6:30 p.m. at the Pacheco Community Center, 5800 Pacheco Boulevard, in Pacheco.

All improvements will be constructed within the existing road right-of-way. Tree and shrubbery trimming may be necessary throughout the project area. The project will maintain the existing drainage pattern and will not create new impervious areas. Appropriate Best Management Practices (BMPs) will be implemented during construction to protect storm drains. One lane will be open during construction activities. Emergency vehicles will have access at all times.

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

Exempt Status:

- Ministerial Project (Sec. 21080(b)(1); 15268); Categorical Exemption: Class 15301 (c, h)
 Declared Emergency (Sec. 21080(b)(3); 15269(a)); Other Statutory Exemption, Code No.: _____
 Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); Common Sense Exemption [Section 15061 (b)(3)]

Reasons why project is exempt: The project consists of replacing existing sidewalks and landscaping, pursuant to section 15301(c) and 15301(h) of the State CEQA Guidelines.

Lead Agency Contact Person: Laura Cremin - **Public Works Dept.** Area Code/Telephone/Extension: **(925) 313-2015**

If filed by applicant:

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

Signature: _____ Date: _____ Title: _____

Contra Costa County Department of Conservation and Development

Signed by Lead Agency Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

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

Signature

Title

Applicant:

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Laura Cremin
Environmental Services Division
Phone: (925) 313-2015

Department of Fish and Game Fees Due

- EIR - \$3,271.⁰⁰
 Neg. Dec. - \$2,354.⁷⁵
 DeMinimis Findings - \$0
 County Clerk - \$50
 Conservation & Development - \$25

Total Due: \$75 _____

Total Paid \$ _____

Receipt #: _____



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: September 10, 2019

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

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Kevin Anderson for a Shade hangar at Buchanan Field Airport effective August 15, 2019 in the monthly amount of \$140.00, Pacheco area (District IV).

FISCAL IMPACT:

The Airport Enterprise Fund will realize \$1,680.00 annually.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Beth Lee (925)
681-4200

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

By: , Deputy

cc:

BACKGROUND:

On September 1, 1970, Buchanan Airport Hangar Company entered into a 30-year lease with Contra Costa County for the construction of seventy-five (75) hangars and eighteen (18) aircraft shelters/shade hangars at Buchanan Field Airport. In 1977 Buchanan Airport Hangar Company amended their lease to allow for the construction of another 30-year lease with Contra Costa County for the construction of seventeen (17) additional hangars. Buchanan Airport Hangar Company was responsible for the maintenance and property management of the property during the lease period.

On September 1, 2000, the ninety-three (93) t- and shade hangars at Buchanan Field reverted to the County ownership pursuant to the terms of the above lease.

On November 14, 2006, the Contra Costa County Board of Supervisors approved the form of the T-Hangar and Shade Hangar Rental Agreement for use with renting the County's t-hangars, shade hangars, medium hangars, and executive hangars at Buchanan Field Airport.

On February 16, 2007, the additional seventeen (17) hangars at Buchanan Field reverted back to the County pursuant to the above referenced lease. This row included six (6) large hangars which were not covered by the approved T-Hangar and Shade Hangar Rental Agreement.

On February 23, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Rental Agreement for use with the large East Ramp Hangars.

On January 16, 2009, Contra Costa County Board of Supervisors approved an amendment to the T-Hangar and Shade Hangar Rental Agreement and the Large Hangar Rental Agreement (combined "Hangar Rental Agreements") which removed the Aircraft Physical Damage Insurance requirement. The Hangar Rental Agreements are the current forms in use for rental of all the County hangars at Buchanan Field Airport.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

ATTACHMENTS

Hangar Rental Agreement

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** August 15, 2019 ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("Airport"), Kevin Anderson ("Renter"), hereby mutually agree and promise as follows:

2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.

3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").

4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # B-7 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar.**"

Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing **August 15, 2019**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

A. **Monthly Rent and Additional Rent.** Renter shall pay \$ **140.00** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



**Contra
Costa
County**

To: Contra Costa County Flood Control District Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: September 10, 2019

Subject: Lower Walnut Creek — California Department of Fish and Wildlife Wetland Restoration for Greenhouse Gas Reduction Grant. Project No. 7520-6B8285

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District (FC District), or designee, to apply for grant assistance from the California Department of Fish and Wildlife Wetland Restoration for Greenhouse Gas Reduction (CDFW GHG) Grant Program, in the amount of \$950,000 for partial implementation of the Lower Walnut Creek Restoration Project, Martinez area.

FISCAL IMPACT:

Requested grant amount of \$950,000 of CDFW GHG funds, local match of \$1,200,000 funded by Flood Control Zone 3B funds included in current project budget.

BACKGROUND:

Following the 2014 congressional “selective deauthorization” of the most downstream 4 miles of Walnut and Pacheco Creeks, the FC District has completed a community-based planning process that identified a preferred alternative for restoration work of Lower Walnut Creek. The project subsequently attracted grant funding from the California Department of Fish and Wildlife and the U.S. Environmental Protection Agency that covered the design and regulatory permitting

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Paul Detjens, (925)
313-2394

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

By: , Deputy

cc: Allison Knapp, Deputy Chief Engineer, Tim Jensen, Flood Control, Paul Detjens, Flood Control, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

phases of work. Now the FC District is seeking grant funding for implementation of the restoration project.

The CDFW GHG Grant is a state program that invests in conservation projects that restore or expand natural features, such as coastal marshes and wetlands. The grant will be awarded to projects that restore wetlands and, by doing so, reduce greenhouse gas emissions. The funding source is state “cap and trade” funds collected from greenhouse gas emitters. The Lower Walnut Creek Restoration Project is a good match for CDFW GHG funding.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Board of Supervisors’ approval, the FC District will not be able to apply for the CDFW GHG Grant described above.



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: September 10, 2019

Subject: Approval of Consent to Assignment of Lease btwn County, CALSTAR, & REACH for Property located at CCR

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute, on behalf of the County, a consent to assignment of the lease between the County and the current tenant, CALSTAR Air Medical Services, LLC and the new tenant, REACH Air Medical Services, LLC to assign its lease of the County-owned property located at 5005 Marsh Drive, Concord, to REACH Air Medical Services, LLC.

FISCAL IMPACT:

The Airport Enterprise Fund will continue to receive lease and other revenue provided for in the lease. The County General Fund will continue to receive property, sales and possessory interest tax revenues from the lease.

BACKGROUND:

The County entered into a lease with CALSTAR Air Medical Services, LLC, in 2018 for property at the Buchanan Field Airport that is currently known as 5005 Marsh Drive, Concord (the Lease). CALSTAR now desires to assign all of its interest in the Lease to REACH Air Medical

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Beth Lee (925)
681-4200

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Services, LLC (REACH). An assignment of the Lease requires the written consent of the County. REACH will continue to operate a medical air transportation business at Buchanan Field Airport. Staff recommends the County consent to the assignment because REACH is capable of satisfying the financial and business requirements of the Lease. The assignment will also provide for continuity of necessary air medical services at the Buchanan Field Airport.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the lease assignment could result in an interruption of necessary medical air transport services for the County and surrounding areas.

ATTACHMENTS

Consent to Assignment of Lease

CONSENT TO ASSIGNMENT OF LEASE

This Consent to Assignment of Lease (“Agreement”) is dated as of October 15, 2018, and is between the County of Contra Costa, a political subdivision of the State of California (“Lessor”), CALSTAR Air Medical Services, LLC, a Delaware limited liability company (“Assignor”), and REACH Air Medical Services, LLC., a California limited liability company (“Assignee”).

RECITALS:

- A. Lessor and Assignee are parties to a Lease dated October 15, 2018 (the “Lease”). Pursuant to the Lease, Assignee is leasing from Lessor that portion of Buchanan Field Airport commonly known as 5005 Marsh Drive.
- B. Assignor desires to assign to Assignee all of its right, title and interest in, to and under the Lease (the “Assignment”).
- C. The Lease requires that Assignor receive Lessor’s written consent to the Assignment. Lessor is willing to grant its consent on the terms set forth herein.

Lessor, Assignee and Assignor therefore agree as follows:

AGREEMENT

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Lessor, Assignor and Assignee hereby confirm and agree as follows:

- 1. Defined Terms. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Lease.
- 2. Security Deposit. Lessor will continue to hold the security deposit previously paid to Lessor under the Lease in accordance with the terms of the Lease.
- 3. Representations and Warranties of Assignor and Assignee.

Each of Assignor and Assignee represent and warrant that:

- a. Assignee’s intended use of the Premises is the same as the Assignor’s intended use of the Premises and is not inconsistent with the use permitted under the Lease and will not require alteration of the Premises.

- b. Assignee has a good reputation in the business community in which it has conducted its businesses and its business reputation and business credit history is consistent with other business conducted on the Premises.
 - c. Assignee's intended use of the Premises will not increase the hazardous substance liability to the Premises and will not otherwise adversely affect the Lessor's interest in the Premises.
 - d. Assignee is capable of operating an aviation business as contemplated by the terms of the Lease and has business experience and management ability that is equal to or greater than that of Assignor.
 - e. Assignee's financial condition is sufficient to support the obligations of Lessee under the Lease and any encumbrances secured by the Lease.
 - f. Assignor and Assignee have the legal right and authority to enter into this Agreement and each has received all necessary approvals to do so.
4. Consent of Lessor.
- a. Lessor is entering into this Agreement and consenting to the Assignment in reliance on the representations and warranties of Assignor and Assignee.
 - b. Lessor hereby consents to the Assignment and the conveyance of Assignor's interest in, to and under the Lease and the Premises to Assignee.
5. Lease Unchanged. This Agreement does not amend the Lease. In the event there is any confusion or contradiction between any term of the Lease and this Agreement, the terms of the Lease will prevail.
6. Assumption. Assignee hereby assumes all of Assignor's obligations under the Lease, including the obligation to pay rent when due and to pay any amounts outstanding under the Lease, including any amount that accrued prior to the effective date of this Agreement.
7. Governing Law. This Agreement is governed by the laws of the State of California, with venue in the Superior Court of the County of Contra Costa.
8. Survival. The provisions of this Agreement shall survive both the execution and delivery of this Agreement.

[Remainder of Page Intentionally Left Blank]

9. Notices. From and after the effective date of this Agreement, all notices given to Tenant under the Lease will be mailed to:

REACH Air Medical Services, LLC
8880 Cal Center Drive #125
Sacramento, CA 95826

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

LESSOR

ASSIGNOR

CONTRA COSTA COUNTY, a political
Subdivision of the State of California

CALSTAR Air Medical Services, LLC
a Delaware limited liability company

By _____
Keith Freitas
Director of Airports

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

RECOMMENDED FOR APPROVAL:

ASSIGNEE

By _____
Beth Lee
Assistant Director of Airports

REACH Air Medical Services, LLC
a California limited liability company

APPROVED AS TO FORM:

By _____
Name: _____
Title: _____

By Sharon L. Anderson, County Counsel

By _____
Kathleen M. Andrus,
Deputy County Counsel

By _____
Name: _____
Title: _____



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: September 10, 2019

Subject: Public report of final litigation settlement agreements

RECOMMENDATION(S):

RECEIVE public report of final litigation settlement agreements.

FISCAL IMPACT:

Settlement amounts are listed below.

BACKGROUND:

Two agreements to settle pending litigation, as defined in Government Code section 54956.9, are final.

James Laird v. Contra Costa County, USDC Case No. C18-4091 (N.D. Cal.). On October 16, 2018, the Board of Supervisors authorized a \$125,000 settlement in this case alleging discrimination in hiring practices. The funding source is the Risk Management Liability Internal Service Fund.

Brian Cuevas, et al. v. Contra Costa County, et al., C.C.C. Sup. Ct. Case No. C09-01786. Following a jury verdict and subsequent appeal, the Board of Supervisors authorized a settlement in this medical malpractice action on May 1, 2018. The final settlement for a total of \$10,000,000 was paid by the County's excess insurance carriers as the County expended its self-insured retention amount.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Thomas Geiger, (925)
335-1800

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

This report includes final settlements of litigation matter handled by the Office of the County Counsel. This report does not include litigation settlements that were reported by the Risk Management Division of the County Administrator's Office as a consent item on the Board's open session agenda.

CONSEQUENCE OF NEGATIVE ACTION:

The report would not be accepted.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 10, 2019

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Bhakti, Yahoodi Bey, Diana Bracamontes, Monika Cooper, Tonya Harris, Kupamma Krishna. DENY amended claim filed by Dee Allen. DENY late claim filed by Regents of the University of California.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Bhakti Yahoodi Bey: Claim for damages for breach of Treaty of Peace and Friendship Between Morocco and the United States.

Diana Bracamontes: Personal injury claim arising out of motor vehicle accident in the amount of \$1,000,000.

Monika Cooper: Property claim for damage to vehicle in an amount to be determined.

Tonya Harris: Personal injury claim for a trip and fall in an unspecified amount.

Kupamma Krishna: Personal injury claim for injury sustained in Tri Delta Transit vehicle in an amount according to proof.

Dee Allen: Amended claim for damage to personal property after a fall in the amount of \$200.

Regents of the University of CA: Request that the Board of Supervisors

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Scott Selby
925.335.1400

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

accept a late claim.



Contra
Costa
County

To: Board of Supervisors
From: Joseph Villarreal, Executive Director
Date: September 10, 2019

Subject: CLAIMS

RECOMMENDATION(S):

Acting as the governing Board of the Contra Costa County Housing Authority, DENY claim filed by Tonya Harris.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Tonya Harris: Personal injury claim for a trip and fall in an unspecified amount. See attached claim.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: September 10, 2019

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

Contact: Scott Selby
925.335.1400

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: September 10, 2019

Subject: Honoring Francis Perkins Awardee, Kathryn Lybarger

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: September 10, 2019

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

Contact: Sonia Bustamante
(510)231-8689

By: , Deputy

cc:

ATTACHMENTS

Resolution
2019/564

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

In the matter of:

Resolution No. 2019/564

2019 Frances Perkins awardee, Kathryn Lybarger

WHEREAS, a professional gardener by trade, Kathryn Lybarger took her first union job at San Francisco State University in 1999, and has been a gardener at UC Berkeley

since 2001; and

WHEREAS, in 2011, Lybarger was elected President of the University of California system's largest employee union—AFSCME Local 3299—representing more than 26,000 workers at UC Campuses, Medical Centers and Research laboratories across the state; and

WHEREAS, under Lybarger's leadership, Local 3299 has become one of California's most dynamic and effective fighting unions—growing its membership by nearly 60%, training hundreds of new member leaders; and

WHEREAS, AFSCME 3299 has waged several statewide UC Hospital strikes - including the largest public hospital strike in California history, and delivered historic new contracts that dramatically increased wage, benefit, and staffing standards for UC service and patient care workers; and

WHEREAS, as Local 3299 President, Lybarger is one of California's staunchest advocates for renewed state investment in Higher Education and greater accountability from public university administrators; and

WHEREAS, she also serves as an International Vice President of the 1.4 million-member American Federation of State, County and Municipal Employees (AFSCME), where she helped America's third largest union organize nearly 100,000 new union members in the face of growing attacks against public sector workers; and

WHEREAS, and since February of 2015, Lybarger has served as President of the California Labor Federation AFLCIO, which represents more than 2 million union members across the state.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby honor and congratulate Kathryn Lybarger for receiving the 2019 Frances Perkins award from the Contra Costa Labor Council on September 13, 2019.

JOHN GIOIA

Chair, District I Supervisor

CANDACE ANDERSEN

District II Supervisor

DIANE BURGIS

District III Supervisor

KAREN MITCHOFF
District IV Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: September 10, 2019

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Adopt a Resolution and for the Declaration of September as Suicide Prevention Month

RECOMMENDATION(S):

ADOPT Resolution No. 2019/540 to declare September 2019 Suicide Prevention Month for Contra Costa County, as recommended by the Health Services Director.

BACKGROUND:

In the United States of America, 47,173 individuals died by suicide in 2017 (the most recent year for which we have official statistics). Suicide is the tenth leading cause of all deaths in the United States and the second leading cause of death among individuals between the ages of 15 and 24. In Contra Costa County, 102 individuals took their lives in 2018. It is a generally accepted belief that for each completed suicide, there are about 100 attempts. That would mean that over 10,000 individuals attempted suicide in Contra Costa County in 2018. Firearm is the leading method of suicide.

CONSEQUENCE OF NEGATIVE ACTION:

Not recognizing Suicide Prevention Month will negatively impact the rate of suicide, and the level of shame, stigma and isolation around suicide for survivors and family members.

CHILDREN'S IMPACT STATEMENT:

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

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

By: , Deputy

cc: Jennifer Bruggeman, Marcy Wilhelm

ATTACHMENTS

Resolution

2019/540

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

In the matter of:

Resolution No. 2019/540

ADOPTING A RESOLUTION AND RECOGNIZING SEPTEMBER 2019 AS SUICIDE PREVENTION AWARENESS MONTH IN CONTRA COSTA COUNTY, AS RECOMMENDED BY THE HEALTH SERVICES DIRECTOR.

WHEREAS, the Contra Costa County Board of Supervisors recognizes September 2019 as Suicide Prevention Awareness Month, shedding light on those suffering with a mental illness or other behavioral health issues; and

WHEREAS, suicide is a human tragedy that transcends socioeconomic status, age, gender and ethnicity; and

WHEREAS, suicide is the tenth leading cause of all deaths in the United States and the second leading cause of death among individuals between the ages of 15 and 24, taking the lives of over 47,000 people in the United States every year; and

WHEREAS, suicide has an everlasting impact on the survivors who are left to process the loss of their loved ones and who are at an increased risk of suicide themselves; and

WHEREAS, suicide prevention efforts should be developed and encouraged to the maximum extent possible; and

WHEREAS, suicide is preventable through increased knowledge about warning signs, timely intervention, and by limited access to lethal means for those at risk; and

WHEREAS, Contra Costa County calls to action the Health Services Department, Public Officials, Private Health Providers and Hospitals, Community-Based Organizations, Faith-Based Organizations, and individuals within our communities to educate and take action to address this devastating public health issue; and

WHEREAS, in September 2013, the Contra Costa County Board of Supervisors adopted a Suicide Prevention Strategic Plan providing a roadmap for communities to reduce suicide through education, increasing awareness of knowing the warning signs, and implementing trainings to equip people with tools needed to help others who consider suicide;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby recognizes September 2019 as Suicide Prevention Awareness Month and encourages citizens to join in this important observance.

JOHN GIOIA

Chair, District I Supervisor

CANDACE ANDERSEN

District II Supervisor

DIANE BURGIS

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor

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

ATTESTED: September 10, 2019

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: September 10, 2019

Subject: Recognizing Theresa Golden as 2019 Labor Leader of the Year

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sonia Bustamante,
(510)231-8689

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

By: , Deputy

cc:

ATTACHMENTS

Resolution

2019/544

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

In the matter of:
recognizing Theresa Golden as 2019 Labor Leader of the Year

Resolution No. 2019/544

Theresa Golden was the second youngest of six siblings. For the majority of her childhood, her father, Walter Lee Girvin, was an active duty, Chief Warrant Officer in the US Army. Her mother, Patricia Girvin, worked up to three jobs simultaneously to ensure that her family was provided for. With such hardworking parents, it's easy to see where Theresa got her strong work ethic.

Although born in Germany, she spent most of her adolescent years in Contra Costa County. She attended Kerry Hills and Tara Hills elementary schools in San Pablo, California before moving onto Pinole Jr. High School. After her extensive advocacy and organization, she was among the first girls who were able to run in PJHS's Turkey Trot. She won 1st place in the girls race, and her time was 2nd overall. In highschool, Theresa was in gymnastics and band, but most assuredly, an avid runner. For all four years, she held the 1st place title in the 1-mile and 2-mile in West County Track and Field. She was 7th in California state for long distance running in track. She graduated from Pinole Valley High School, class of 1980.

She was always active in her community helping those in need. She was Candy-Striper in the Future Nurse program at her high school. She tutored a woman with Cerebral Palsy during and after highschool, in which she learned American Sign Language in order to better assist her student. She is and was a community advocate, and self-described tomboy who was paving her way which culminated into her consideration to join the building trades.

She began her apprenticeship in 1992 and was initiated into UA 342 as a Steamfitter in 1993. After obtaining nine specialty certifications for her craft and being an active member of her union, she garnered the respect to serve on many committees within UA 342. She sat on the Work Preservation Committee as an apprentice, and went on to sit on the Bylaws Committee, Committee on Political Education (COPE), and was appointed to serve as an interim member on the Examining Board. She volunteered to help with political functions, fundraisers and solidarity pickets.

She increasingly became more participatory in the Contra Costa Central Labor Council, becoming a delegate for her union on the Executive Board of the Labor Council in 2002. During her time at the CLC she has walked and phonebanked for countless Local, State and US electeds, recruiting family members and friends to campaign alongside her for working families.

Theresa has been and advocate for workers and strong labor values. As women in the building trades, she has become an inspiration and a source of support for the women in her union and women in other trades through her participation in Tradeswomen, Inc. In 2006, Theresa was recognized for her work with Tradeswomen, Inc. by the director of the California Workforce Services Bureau.

that the Board of Supervisors of Contra Costa County does hereby honor and congratulate Theresa Golden as the 2019 Labor Leader of the Year.

JOHN GIOIA

Chair, District I Supervisor

CANDACE ANDERSEN

District II Supervisor

DIANE BURGIS

District III Supervisor

KAREN MITCHOFF
District IV Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: September 10, 2019

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: September 10, 2019

Subject: Diaper Need Awareness Week in Contra Costa County

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

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

Contact: Lia Bristol
925.608.4200

By: , Deputy

cc:

ATTACHMENTS

Resolution

2019/562

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

In the matter of:

Resolution No. 2019/562

In the matter of proclaiming September 22-28, 2019 as Diaper Need Awareness Week in Contra Costa County

WHEREAS, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and
WHEREAS, national surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and
WHEREAS, the average infant or toddler requires an average of at least fifty diaper changes per week over three years; and
WHEREAS, there are no government assistance programs for the purchase or provision of diapers, and a monthly supply of diapers can cost as much as six percent of a full-time minimum wage worker's salary, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and
WHEREAS, a supply of diapers is generally an eligibility requirement for infants and toddlers to participate in childcare programs and quality early education programs; and
WHEREAS, the people of Contra Costa County recognize that addressing Diaper Need can lead to economic opportunity for the state's low-income families and can lead to improved health for families and their communities; and
WHEREAS, Contra Costa County is proud to be home to various community organizations that recognize the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels.
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim the week of September 22nd - 28th, 2019 as "Diaper Need Awareness Week" in Contra Costa County, and does encourage the citizens of Contra Costa County to donate generously to diaper banks, diaper drives, and those organizations that distribute diapers to families in need to help alleviate diaper need.

JOHN GIOIA

Chair, District I Supervisor

CANDACE ANDERSEN

District II Supervisor

DIANE BURGIS

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor

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

ATTESTED: September 10, 2019

David J. Twa,

By: _____, Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Dianne Dinsmore, Human Resources Director
Date: September 10, 2019

Subject: Introduce Ordinance # 2019-24 Exclude from the Merit System Fire District Medical Director- Exempt

RECOMMENDATION(S):

INTRODUCE Ordinance No. 2019-24 amending the County Ordinance Code to exclude from the merit system the new classification of Fire District Medical Director - Exempt, WAIVE READING and FIX September 17, 2019, for adoption.

FISCAL IMPACT:

There is no cost associated with this action.

BACKGROUND:

The terms and conditions of the Emergency Ambulance Services Contract between the Contra Costa County Emergency Medical Services Agency (CCCEMSA) and the District require that the Contractor (District) retain a California licensed physician as its chief medical adviser to enforce internal standards of excellence in medical care and serve as a liaison between the District, CCCEMSA, and AMR.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Dianne Dinsmore
925-335-1766

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The District proposes establishing a full time, permanent Fire District Medical Director-Exempt classification to act as the chief medical advisor for the Emergency Ambulance Services Contract. In addition, the position will have broader responsibilities to oversee District activities relating to the quality of medical care and services administered. This includes fire-based first responder EMS, Helicopter Emergency Medical Services (HEMS), Emergency Medical Dispatch (EMD), and other health related District programs. The responsibilities of this position are appropriate for the Exempt from the Merit System designation.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the District will not have full time dedicated internal physician oversight of its Emergency Ambulance Services Contract and health related programs.

CHILDREN'S IMPACT STATEMENT:

Approximately 10% of emergency medical service responses involve children under the age of 15.

ATTACHMENTS

Ordinance no 2019-24

ORDINANCE NO. 2019-24

**(Exclude from the Merit System the new classification of Fire District
Medical Director-Exempt)**

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I: Section 33-5.343 of the County Ordinance Code is amended to exclude from the merit system the new classification of Fire District Medical Director-Exempt:

33-5.343 - Fire.

- (a) The class of fire chief - Contra Costa County fire protection district is excluded, and is appointed by the board of supervisors.
- (b) The class of assistant fire chief-exempt is excluded and is appointed by the fire chief - Contra Costa County fire protection district.
- (c) The one-position class of fire officer in the Contra Costa County fire protection district is excluded and is appointed by the fire chief - Contra Costa County fire protection district.
- (d) The class of deputy fire chief-exempt is excluded and is appointed by the fire chief - Contra Costa County Fire Protection District.
- (e) The class of fire district aide-exempt is excluded and is appointed by the fire chief- Contra Costa County fire protection district.
- (f) The class of fire district medical director-exempt is excluded and is appointed by the fire chief- Contra Costa County fire protection district.

(Ord. Nos. 2019-24 §1, 09-17-19; 2018-05 § I, 08-14-18; 2015-23 § I, 11-3-15; Ords. 2000-23 § 1, 94-48 § 1, 81-70 § 2, 81-32 § I[18], 79-79: former § 32-2.640)

SECTION II: EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of the supervisors voting for and against it in the _____, a newspaper published in this County.

PASSED ON _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

By: _____
Deputy

_____ Board Chair

[SEAL]



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: September 10, 2019

Subject: APPOINTMENT TO THE ASSESSMENT APPEALS BOARD

RECOMMENDATION(S):

APPOINT the following individual to the District II Seat of the Assessment Appeals Board for a three-year term with an expiration date of September 5, 2022, as recommended by Supervisor Candace Andersen:

Mr. Michele Manzone
Orinda, CA 94563

FISCAL IMPACT:

NONE

BACKGROUND:

Established May 29, 1973 by Ordinance 73-45, the Assessment Appeals Board is the Board of Equalization for the County, with the power to equalize the valuation of the taxable property in the County for the purpose of taxation and review, as well as equalize and adjust penal and escaped assessments on the roll. There are five Appeals Board Members, and five Alternate Members. To be eligible for these positions, a person must meet the following qualifications: 1. Be knowledgeable in the area of property appraisal and taxation. 2. Have a minimum of five years professional experience in California as one of the following: Certified Public Accountant, Public Accountant, Licensed Real Estate Broker, Attorney, or Property Appraiser accredited by a national professional organization. 3. Five years experience in California as an appraiser certified by the State Board of Equalization. Assessment Appeals Board members serve staggered three year terms.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jill Ray,
925-957-8860

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

By: , Deputy

cc: District 2 Supervisor, Maddy Book, Assessment Appeals Board, Appointee

BACKGROUND: (CONT'D)

Supervisor Andersen advertised the vacancy, interviewed Mr. Manzone and feels he will make a positive addition to the Board.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will be vacant.

CHILDREN'S IMPACT STATEMENT:

NONE



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: Advisory Council on Aging Resignation

RECOMMENDATION(S):

ACCEPT resignation of Jatin Mehta from the Advisory Council on Aging, DECLARE a vacancy on the Member-at-Large Seat 8, and DIRECT the Clerk of the Board to post the vacancy as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Jatin Mehta was appointed to the Advisory Council on Aging, Member-at-Large Seat 8 December 11, 2018. The seat expires September 30, 2020. Mehta submitted resignation due to business commitments limiting Mehta's ability to attend future meetings.

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

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Elaine Burres
608-4960

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

By: , Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: September 10, 2019

Subject: ACCEPT resignation of Tasha Kamegai-Karadi, DECLARE the District IV At-Large seat on the Mental Health Commission

RECOMMENDATION(S):

ACCEPT resignation of Tasha Kamegai-Karadi, DECLARE a vacancy in the District IV At-Large seat on the Mental Health Commission vacant, and DIRECT the Clerk of the Board to post the vacancy.

FISCAL IMPACT:

No fiscal impact

BACKGROUND:

The Contra Costa County Mental Health Commission was established by order of the Contra Costa County Board of Supervisors on June 22, 1993, pursuant to the Welfare & Institutions Code 5604, also known as the Bronzan-McCorquodale Act, Stats. 1992, c. 1374 (A.B. 14). The primary purpose of the Commission is to serve in an advisory capacity to the Board of Supervisors and to the Mental Health Division and its staff. Commissioners are appointed by members of the County Board of Supervisors from each of the five districts for a term of three years.

Each district has a consumer of mental health services, family member and an at-large representative on the Commission, for a total of 15 members plus a representative and alternate from the Board of Supervisors. The Commissioner notified Supervisor Mitchoff of her resignation to the Commission effective August 1, 2019.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Colleen Isenberg,
925-521-7100

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

By: , Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: September 10, 2019

Subject: ACCEPT resignation of Darren Mazaika DECLARE the At-Large alternate seat on the Contra Costa County Fire Protection District Advisory Commission

RECOMMENDATION(S):

ACCEPT resignation of Darren Mazaika DECLARE the At-Large alternate seat on the Contra Costa County Fire Protection District Advisory Commission vacant, and DIRECT the Clerk of the Board to post the vacancy.

FISCAL IMPACT:

none

BACKGROUND:

The Contra Costa County Fire Protection District Fire Commissioners reviews and advises on the annual operations, capital budgets, and all district expenditures; reviews and advises on long- range capital improvement plans; pursuant to district ordinance serves as the Appeals Board on weed abatement matters; and advises the Fire Chief on district service matters. Members serve four year terms ending June 30.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Colleen Isenberg,
925-521-7100

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: September 10, 2019

Subject: Accept the resignation of Andrew Chahrour from Appointed Seat 3 of the El Sobrante Municipal Advisory Council

RECOMMENDATION(S):

ACCEPT the resignation of Andrew Chahrour, DECLARE Appointed Seat 3 of the El Sobrante Municipal Advisory Council vacant, and direct the Clerk of the Board to post the vacancy.

FISCAL IMPACT:

None

BACKGROUND:

Mr. Chahrour has been serving successfully and has decided to step down to spend more time working on other commitments.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: James Lyons,
510-231-8692

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

By: , Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: September 10, 2019

Subject: ACCEPT the resignation of Joe Sarapochillo from Alternate Seat 2 and APPOINT him to Appointed Seat 2 of the El Sobrante Municipal Advisory Council

RECOMMENDATION(S):

Supervisor Gioia wishes to appoint Joe Sarapochillo to Appointed Seat 2 of the El Sobrante Municipal Advisory Council, to a term ending on 12/31/2022.

FISCAL IMPACT:

None

BACKGROUND:

The El Sobrante Municipal Advisory Council shall advise the Board of Supervisors on 1) Services which are or may be provided to unincorporated El Sobrante by the County or other local governmental agencies. Such services include, but are not limited to, public health, safety, welfare, public works, and planning, 2) the feasibility of organizing the existing special districts serving unincorporated El Sobrante in order to more efficiently provide public services such as, but not limited to, water, sewer, fire, and parks and recreation, 3) representing unincorporated El Sobrante before the Local Agency Formation Commission on proposed boundary changes affecting the community, 4) representing unincorporated El Sobrante before the County

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: James Lyons,
510-231-8692

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Planning Commission(s) and the Zoning Administrator on land use and other planning matters affecting the community. In this regard, the Council shall cooperate with any other planning advisory bodies in unincorporated El Sobrante in order to avoid duplication and delay in the planning process, 5) Provide input and reports to the Board of Supervisors, County staff, or any other County hearing body on issues of concern to unincorporated El Sobrante, and 6) representing unincorporated El Sobrante before other public entities and agencies. It is understood that the Board of Supervisors is the final decision making authority with respect to issues concerning unincorporated El Sobrante and that the Council shall solely in an advisory capacity.

Joe Sarapochillo
El Sobrante, CA 94803

Supervisor Gioia advertizes his open advisory body seats in numerous ways including through his website, eblasts, and newsletters, as well as with the traditional media.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 10, 2019

Subject: Reclamation District 799 Election Board

RECOMMENDATION(S):

APPOINT Inspector Dina Holder, Judge of Election Mike Alvarez, and Judge of Election Carl Shelton as the election board for the Board of Trustees of Reclamation District 799 (Hotchkiss Tract).

FISCAL IMPACT:

None

BACKGROUND:

The Board of Supervisors has received the attached correspondence from Dina Holder, District Secretary for Reclamation District 799 (Hotchkiss Tract), requesting appointment of an election board for the District's independent election on November 12, 2019 for two contested seats on its board of trustees. Pursuant to Water Code section 50700, the election board shall consist of one inspector and two judges of election, all of whom shall be landowners or the legal representatives of landowners within the District. The Board of Trustees of the District respectfully requests appointment of the following qualifying individuals:

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jami Napier,
335-1908

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Landowner or Legal Representative	Role
Dina Holder	Inspector
Mike Alvarez	Judge of Election
Carl Shelton	Judge of Election

CONSEQUENCE OF NEGATIVE ACTION:

The proposed nominees to the election board for Board of Trustees for Reclamation District 799 (Hotchkiss Tract) would not be approved.

ATTACHMENTS

Reclamation District 799 letter



Reclamation District 799 (Hotchkiss Tract)

PO Box 353

6325 Bethel Island Road, Bethel Island, CA 94511

Phone: 925-684-2398 Fax: 925-684-2399

Website: www.rd799.com

Email: dinard799@outlook.com

Board of Trustees:

President – Jim Price

& Trustees: Arthur John Hanson, Richard Kent, and Walter Pierce

August 9, 2019

Contra Costa County Board of Supervisors
651 Pine St., Room 107
Martinez, CA 94553

Honorable Board of Supervisors:

I am the District Secretary of Reclamation District 799 (hereinafter “District”).

The District will be conducting a landowner-voting election by mailed ballot for two contested seats for the Board of Trustees on Tuesday, November 12, 2019 following the election guidelines in the California Water Code sections 50700 et seq. The election will not be consolidated with a general election and the District will conduct the election itself.

Pursuant to California Water Code section 50700, the Board of Supervisors is required to appoint an election board for the District’s election consisting of one inspector and two judges of election, all of whom shall be landowners or the legal representatives of landowners within the District. The Board of Trustees of the District respectfully requests that you appoint the following individuals who meet the requirements of Section 50700:

Inspector:	Dina Holder
Judge of Election:	Mike Alvarez
Judge of Election:	Carl Shelton

We respectfully request that these appointments take place at the next Board of Supervisors meeting. Thank you very much for your courtesy and cooperation.

Dina Holder
District Secretary
Reclamation District 799

Enclosures

cc: Contra Costa County Registrar of Voters
Sharon L. Anderson, Contra Costa County Counsel

I, Walter J. Puccio am a landowner within Reclamation District No. 799, and do hereby appoint Dina Holder as my representative for the purposes of serving on the election board of Reclamation District No. 799 for the 2019 election.

Date: August 9, 2019 Sign: Walter J. Puccio

Recording Requested By:
Reclamation District 799
(Hotchkiss Tract)

When Recorded Mail To:
P.O. Box 353
Bethel Island, CA 94511

The above space is for the recorders use only

Document Title:

RESOLUTION 2019-4

**A RESOLUTION OF THE BOARD OF TRUSTEES OF
RECLAMATION DISTRICT 799 DIRECTING AN ALL MAILED BALLOT ELECTION**

WHEREAS, Reclamation District No. 799 (RD 799), will have an election to fill two seats on the Board of Trustees ("Board") for RD 799 in November 2019; and

WHEREAS, the Board desires to maximize the opportunity for landowners to cast their ballots; and

WHEREAS, the landowners within RD 799 have previously approved that mailed ballots be used to conduct all future general district elections.

NOW, THEREFORE, BE IT RESOLVED, THAT the Board of Trustees of Reclamation District 799, hereby authorizes:

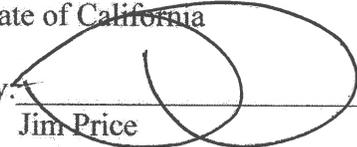
1. RD 799 elects to hold an all mailed ballot election on November 12, 2019, and authorizes and directs the Office Manager, the District Secretary, the Attorney for RD 799, and the Engineer for RD 799 to prepare such documents as may be necessary to conduct such election, and authorizes and directs the election board, as appointed by the Contra Costa Board of Supervisors, to conduct such election.
2. The Board hereby nominates the following three landowners, or representatives of landowners, as the election board provided for by Water Code Section 50700 as follows:

- i. Mike Alvarez
- ii. Dina Holder
- iii. Carl Shelton

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 799, at a regular meeting thereof, held on July 25, 2019 by the following vote:

AYES: Trustees: Price, Hanson, Kent, and Pierce
NOES: None
ABSENT: None
ABSTENTION: None

RECLAMATION DISTRICT 799
A Political Subdivision of the
State of California

By: 
Jim Price
BOARD PRESIDENT, Board of Trustees

ATTEST:


Dina Holder
DISTRICT SECRETARY

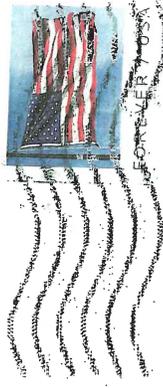
CERTIFICATION

I, Dina Holder, Secretary of Reclamation District 799, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District 799 duly passed and adopted at a regular meeting of the Board of Trustees thereof held on the 25th day of July, 2019.

Dated: July 25, 2019


Dina Holder,
District Secretary, Reclamation District 799

RECLAMATION DISTRICT 799
PO BOX 353
BETHEL ISLAND, CA 94511



OAKLAND CA 946
03 AUG 2019 PM 6 L

Contra Costa County Board of Supervisors
651 Pine Street, Room 107
Martinez, CA. 94553

RECEIVED
AUG 12 2019
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

94553-122992





Contra
Costa
County

To: Board of Supervisors
From: Federal D. Glover, District V Supervisor
Date: September 10, 2019

Subject: Re-Appoint Deborah McGrath to the Family & Children's Trust Committee (FACT)

RECOMMENDATION(S):

Re-Appoint the following individual to the District V seat on the Family and Children's Trust Committee for a term to expire on September 30, 2021 as recommended by Supervisor Federal D. Glover.

Deborah McGrath

FISCAL IMPACT:

None.

BACKGROUND:

The Family and Children’s Trust Committee (FACT) was established in 1985 by the Contra Costa County Board of Supervisors to make funding recommendations on the allocation of specific funds for the prevention and treatment of child abuse and neglect and supportive services for families and children. Funding for FACT supported projects derived from federal and state program legislation, and donations to the County’s Family and Children’s Trust Fund.

CONSEQUENCE OF NEGATIVE ACTION:

The position would remain vacant.

CHILDREN'S IMPACT STATEMENT:

None.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Vincent Manuel (925)
608-4200

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: September 10, 2019

Subject: APPOINTMENT TO THE CONTRA COSTA COMMISSION FOR WOMEN

RECOMMENDATION(S):

APPOINT the following individual to the District II Seat of the Contra Costa Commission for Women for a three-year term with an expiration date of February 28, 2022, as recommended by Supervisor Candace Andersen:

Kelly Clancy

San Ramon, CA 94583

FISCAL IMPACT:

NONE

BACKGROUND:

The Commission for Women was established to identify major economic, educational, and social concerns of women in Contra Costa County, and to reach and inform all women on a variety of issues. The Commission consists of 16 members: one member from each Supervisorial District, 10 At Large members, and 1 Alternate At Large member. The IO Committee reviews nominations to the 10 At Large and Alternate Seats. Terms for all Commission seats are three years.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jill Ray,
925-957-8860

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

By: , Deputy

cc: District 2 Supervisor, Maddy Book, Commission, Appointee

CONSEQUENCE OF NEGATIVE ACTION:

The District II Seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: September 10, 2019

Subject: Reclassify one Community Library Manager Position to Senior Community Library Manager

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22412 to reclassify one (1) full-time Community Library Manager (3AGG) (represented) position #12341 at salary plan and grade ZAX 1624 (\$6,360.28 - \$8,122.34) and its incumbent to Senior Community Library Manager (3AGH) (represented) at salary plan and grade ZAX 1662 (\$6,604.15 - \$8,433.77) and place its incumbent at Step 7 of the salary range of the new classification in the Library Department effective September 1, 2019.

FISCAL IMPACT:

Upon approval, this action will result in an annual cost to the Library Fund of approximately \$8,301. No fiscal impact to the County General Fund.

BACKGROUND:

The new San Pablo Library opened in 2017 and has been very successful. The new library is over twice as large as the old library and has experienced a near 35% increase in patronage and 39% increase in circulation. The new library also had an increase in open hours from 39 to 47, which included an additional open day per week.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Samuel Treanor at (925)
608-7702

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The community of San Pablo and members of the surrounding communities look to the library as a community destination. With the library now open seven days a week, and with the increase in patronage and circulation, the tasks of the Community Library Manager have increased in size, scope, and difficulty.

The Human Resources Department conducted a desk audit with the incumbent on July 19, 2019, which was followed by a phone conference with the incumbent's manager on August 16, 2019. As a result of the HR analysis of the information obtained during the desk audit process, HR recommends reclassification of the Community Library Manager position at the San Pablo Library to Senior Community Library Manager in recognition of the increased level of responsibility.

CONSEQUENCE OF NEGATIVE ACTION:

If this position change is not approved, the incumbent will not be appropriately compensated for the additional job duties required to operate the library.

ATTACHMENTS

P300 22412 Reclass Comm Lib Mgr to Sr Comm Lib Mgr

POSITION ADJUSTMENT REQUEST

NO. 22412
DATE 1/2/2019

Department County Library Department No./
Budget Unit No. 0621 Org No. 3798 Agency No. 85

Action Requested: Reclassify one (1) full time 40/40 Community Library Manager (3AGG) position no. 12341 and its incumbent to one (1) full-time Senior Community Library Manager (3AGH) position.

Proposed Effective Date: 3/1/2019

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 \$8,301.00 Net County Cost \$0.00
Total this FY \$2,767.00 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

1/14/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/26/2019

Reclassify one (1) full-time Community Library Manager (3AGG) (represented) position #12341 at salary plan and grade ZAX 1624 (\$6,360.28 - \$8,122.34) and its incumbent to Senior Community Library Manager (3AGH) (represented) at salary plan and grade ZAX 1662 (\$6,604.15 - \$8,433.77) and place its incumbent at Step 7 of the salary range of the new classification in the Library Department effective 9/1/19

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 9/1/2019(Date)

Mary Jane De Jesus-Saepharn

8/26/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 9/5/2019

Approve Recommendation of Director of Human Resources
 Disapprove Recommendation of Director of Human Resources
 Other: _____

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/2/19

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: Dianne Dinsmore, Human Resources Director
Date: September 10, 2019

Subject: P300 No. 22511 - Reallocate Salary Ranges for Social Worker classifications

RECOMMENDATION(S):

ADOPT Position Resolution No. 22511 to increase the salaries of specified social worker classifications by 3.44%, effective October 1, 2019, in the Employment and Human Services Department, Health Services Department, and Public Defender's Office.

FISCAL IMPACT:

Upon approval, the cost of reallocating the salaries of social worker classifications will be absorbed by the Departments utilizing these classifications. The nine month costs for FY 2019/20 are estimated to be \$1.0 million for the Employment and Human Resources Department, \$147,000 for the Health Services Department, and \$9,000 for the Public Defender's Office. The County's share of costs after anticipated revenue offsets is estimated to be \$379,000 for FY 2019/20.

BACKGROUND:

Social Workers provide critical services to the public in the Employment and Human Services Department, Health Services Department, and Public Defender's Office. The County has experienced significant turnover and difficulties recruiting for these positions. The vacancy rate of these 409 authorized positions countywide is currently 12% (11% in Employment and Human Services, 16% for Health Services, and two of the three Public Defender positions).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Dianne Dinsmore, Human Resources Director (925) 335-1766

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

By: , Deputy

cc: Auditor Controller Robert Campbell, Anna Roth, Director of Health Services, Robin Lipetzky, Public Defender

BACKGROUND: (CONT'D)

As part of a multi-pronged approach to address these challenges, a salary survey of Bay Area comparators was conducted. The Social Worker III benchmark classification was found to be 3.44% below mean. It is recommended that the following classifications adjusted by 3.44%, effective October 1, 2019:

- Medical Social Worker I (X4WB)
- Medical Social Worker II (X4VH)
- Medical Social Worker-Project (X4V2)
- Social Casework Assistant (XDVB)
- Social Casework Specialist II – Project (X0V1)
- Social Casework Specialist I-Project (X0W2)
- Social Work Supervisor I (X0HB)
- Social Work Supervisor I-Project (X0H1)
- Social Work Supervisor II (XOHA)
- Social Worker (X0VC)
- Social Worker II (XOWB)
- Social Worker III (XOVB)
- Social Worker-Project (X0V2)

CONSEQUENCE OF NEGATIVE ACTION:

Departments may continue to experience difficulty recruiting and retaining social workers, who serve some of the County's most vulnerable population.

CHILDREN'S IMPACT STATEMENT:

Social Workers serve some of the County's most vulnerable population, including children. The primary responsibility of social workers within the Children and Family Services Bureau is to protect and ensure the safety, permanency and well-being of vulnerable children residing in Contra Costa County. This is achieved through abuse investigations, frequent in-person visits, child and family management activities and significant legal and community collaboration. These activities support Contra Costa's community outcome "Families that are Safe, Stable, and Nurturing" and require a qualified, trained and committed workforce. Social Workers within the Health Services Department provide to residents, including children, a full range of casework, counseling, crisis intervention, discharge planning and consultative services utilizing judgement and initiative.

ATTACHMENTS

P300 No. 22511

Attachment to P300 No. 22511

POSITION ADJUSTMENT REQUEST

NO. 22511
DATE 9/4/2019

Department EHSD, HSD, Public Defender Department No./
Budget Unit No. _____ Org No. _____ Agency No. _____

Action Requested: Reallocate the salary of various Social Worker classifications as identified in Attachment.

Proposed Effective Date: 10/1/2019

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost _____ Net County Cost _____

Total this FY _____ N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT _____

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Dianne Dinsmore

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Lisa Driscoll, County Finance Director

9/4/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/4/2019

Reallocate the salary of various Social Worker classifications as identified in Attachment 1

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.

10/1/2019(Date)

Dianne Dinsmore

9/4/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

9/4/2019

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: _____

Lisa Driscoll, County Finance Director

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 9/4/2019

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

P300 No. 22511

ATTACHMENT

Recommendations:

- reallocate the salary of the Medical Social Worker I (X4WB) (represented) classification from salary plan and grade 255 1369 (\$4,953 - \$6,020) to salary plan and grade 255 1369 (\$5,123 - \$6,227);
- reallocate the salary of the Medical Social Worker II (X4VH) (represented) classification from salary plan and grade 255 1590 (\$6,164 - \$7,493) to salary plan and grade 255 1590 (\$6,376 - \$7,750);
- reallocate the Medical Social Worker-Project (X4V2) (represented) classification from salary plan and grade 255 1590 (\$6,174 - \$7,493) to salary plan and grade 255 1590 (\$6,376 - \$7,750);
- reallocate the salary of the Social Casework Assistant (XDVB) (represented) classification from salary plan and grade 255 1434 (\$5,282 - \$6,420) to salary plan and grade 255 1434 (\$5,463 - \$6,641);
- reallocate the salary of the Social Casework Specialist II – Project (X0V1) (represented) classification from salary plan and grade 255 1618 (\$6,337 - \$7,703) to salary plan and grade 255 1618 (\$6,555 - \$7,968);
- reallocate salary of the Social Casework Specialist I-Project (X0W2) (represented) classification from salary plan and grade 255 1553 (\$5,942 - \$6,551) to salary plan and grade 255 1553 (\$6,147 - \$6,777);
- reallocate the salary of the Social Work Supervisor I (X0HB) (represented) classification from salary plan and grade 215 1582 (\$6,115 - \$7,433) to salary plan and grade 215 1582 (\$6,326 - \$7,689);
- reallocate the salary of the Social Work Supervisor I-Project (X0H1) (represented) classification from salary plan and grade 215 1582 (\$6,115 - \$7,433) to salary plan and grade 215 1582 (\$6,326 - \$7,689);
- reallocate the salary of the Social Work Supervisor II (XOHA) (represented) classification from salary plan and grade 215 1745 (\$7,187 - \$8,735) to salary plan and grade 215 1745 (\$7,434 - \$9,036);

- reallocate the salary of the Social Worker (X0VC) (represented) classification from salary plan and grade 255 1434 (\$5,282 - \$6,420) to salary plan and grade 255 1434 (\$5,463 - \$6,641);
- reallocate the salary of the Social Worker II (XOWB) (represented) classification from salary plan and grade 255 1553 (\$5,942 - \$6,551) to salary plan and grade 255 1553 (\$6,147 - \$6,777);
- reallocate the salary of the Social Worker III (XOVB) (represented) classification from salary plan and grade 255 1618 (\$6,337 - \$7,703) to salary plan and grade 255 1618 (\$6,555 - \$7,968);
- reallocate the salary of the Social Worker-Project (X0V2) (represented) classification from salary plan and grade 255 1434 (\$5,282 - \$6,420) to salary plan and grade 255 1434 (\$5,463 - \$6,641);
- all incumbents will remain in their current classification and current salary step.



**Contra
Costa
County**

To: Board of Supervisors
From: Dianne Dinsmore, Human Resources Director
Date: September 10, 2019

Subject: Establish classifications; reclassify, transfer, add and cancel positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22489 to establish three (3) classifications of: (1) Health Services Timekeeping Technician (J97A) (represented) at salary plan and grade 3R5-1006 (\$4,520 - \$5,494) with five (5) steps and reclassify six (6) Account Clerk - Experienced Level (JDVC) (represented) position Nos. 9833, 8769, 9775, 17588, 7095, and 7209 and CANCEL position #7899 at salary level 3RH-0755 (\$3,522 - \$4,367), and reclassify five (5) Account Clerk-Advanced Level (JDTD) (represented) positions Nos. 6479, 7038, 7146, 7159 and 9792 at salary level 3RX-1133 (\$3,911 - \$4,995); (2) Health Services Timekeeping Specialist (J9HA) (represented) salary plan and grade 3R5-1007 (\$5,232 - \$5,769) with three (3) steps and add one (1) position; and (3) Health Services Timekeeping Supervisor (J9ND) (represented) salary plan and grade K65-1002 (\$4,801 - \$6,131) with seven (7) steps and transfer Account Clerk Supervisor (JDHD) (represented) position No. 17635 at salary level K6X-1340 (\$4,801 - \$6,131), in the Health Services Department.

FISCAL IMPACT:

This action has an annual increased cost of approximately \$116,078 with pension costs of \$44,202 already included. The cost is 100% offset by Enterprise Fund I revenues.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jo-Anne Linares, (925)
957-5240

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

By: , Deputy

cc: Jo-Anne Linares

BACKGROUND:

The Health Services Department utilizes the Account Clerk – Advanced Level classification to perform duties associated with processing timesheets for over 4,600 employees. These timesheets are manually processed twice a month for pay periods ending on the 15th and 30th/31st. The Payroll Unit requires twelve (12) Account Clerks to review, process and record both work and non-work hours, code and enter pay differentials based on classification and bargaining unit, and meet stringent payroll deadlines. Due to recruitment and retention issues in the past few years, the department has relied on retirees to fill vacancies, train new employees, and meet payroll processing deadlines. Account Clerks assigned to the Health Services Payroll Unit are responsible for reviewing and manually coding timesheets to ensure employees are accurately compensated their hourly or monthly salary, including any additional pay bargained in accordance with seven (7) unions and their memorandum of understanding. The pay practices are extremely complicated due to variations in contract language. For example, Holiday Pay can be processed 26 different ways based on union representation and bargaining unit within that same union. Moreover, the Contra Costa Regional Medical Center and Detention Health are 24/7 operations with a myriad of approximately 150 pay differentials. Within the past five years, six (6) Account Clerks have left for promotional opportunities as Payroll Technicians in the Auditor Controller’s Office, Retirement Specialists at Contra Costa County Employees Retirement Association, and Accounting Technicians in other county departments. Furthermore, the minimum qualifications for the Account Clerk classification require experience in processing financial documents and performing accounts receivable/accounts payable duties but does not require payroll processing experience. Consequently, recruiting staff with payroll experience has been difficult, and training newly hired staff without payroll experience typically takes a full year due to the complexity of Health Services pay practices.

During the Board of Supervisors meeting on June 11, 2019, Supervisor Karen Mitchoff directed Health Services Personnel/Payroll Director Dorette McCollum to develop a plan to address the Department’s payroll staffing issues, including the establishment of new Health Services payroll-specific classifications. Hence, the Department is submitting this request to establish the classifications of Health Services Timekeeping Technician, Health Services Timekeeping Specialist, and Health Services Timekeeping Supervisor. The existing Account Clerk positions and incumbents will be reclassified to Health Services Timekeeping Technician with their salary steps set closest to their current salary without reduction in pay. The Health Services Timekeeping Specialist will provide lead direction and the new position will be filled on a promotional basis via a competitive process, offset by the cancellation of one vacant Account Clerk position #7899. The Health Services Timekeeping Supervisor will be equivalent to the Account Clerk Supervisor and the incumbent will be transferred into the new classification.

The proposed salaries for the new classifications are based on an internal comparison of similar classifications within Contra Costa County and are set at 5% below the Auditor-Controller’s Office with exception to the Health Services Timekeeping Supervisor, for which the salary remains the same as the Account Clerk Supervisor:

AUDITOR-CONTROLLER CLASSIFICATIONS:

CODE CLASS TITLE Min Salary Max Salary

PAYROLL TECHNICIAN \$4,778.00 \$5,808.00

SENIOR PAYROLL TECHNICIAN \$5,017.00 \$6,098.00

SUPERVISING PAYROLL TECHNICIAN \$4,900.00 \$6,567.00

COUNTYWIDE CLASSIFICATION:

ACCOUNTING TECHNICIAN \$4,331.00 \$5,531.00

CURRENT HS PAYROLL

ACCOUNT CLERK SUPERVISOR \$4,801.00 \$6,131.00

ACCOUNT CLERK-ADVANCED LEVEL \$3,911.00 \$4,995.00

PROPOSED HS PAYROLL

HS TIMEKEEPING TECHNICIAN \$4,520.00 \$5,494.00

HS TIMEKEEPING SPECIALIST \$5,232.00 \$5,769.00

HS TIMEKEEPING SUPERVISOR \$4,801.00 \$6,131.00

The new classifications should alleviate the significant challenges in recruiting and retaining payroll staff in the Health Services Department.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Department is not able to recruit qualified payroll staff and retain knowledgeable staff, and will rely on increased overtime of existing staff and continued employment of retirees to accurately and timely pay over 4,600 employees in the Health Services Department.

ATTACHMENTS

P300 No. 22489

P300 No. 22489 Attachment

POSITION ADJUSTMENT REQUEST

NO. 22489
DATE 7/9/2019

Department Health Services

Department No./
Budget Unit No. 0540 Org No. 6554 Agency No. A18

Action Requested: Establish three classifications; and reclassify, add and cancel positions in the Health Services Department. (See Attachment #1)

Proposed Effective Date: _____

Classification Questionnaire attached: Yes [] No [X] / Cost is within Department's budget: Yes [X] No []

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$116,078.00 Net County Cost _____
Total this FY \$87,058.00 N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Enterprise Fund I Revenues

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jo-Anne Linares

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julia Taylor

7/10/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [X] Day following Board Action.
[] _____(Date)

Alycia Leach

8/28/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

- [] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[] Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED [] DISAPPROVED []

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 7/31/2019

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

ATTACHMENT #1

HEALTH SERVICES DEPARTMENT PAYROLL RESTRUCTURE

1. **ESTABLISH** the following three classifications:

A. Health Services Timekeeping Technician (J97A) (represented) at salary level 3R5-1006 (\$4,520 - \$5,494 @ 5-steps) and **RECLASSIFY** positions and incumbents of

I. Account Clerk – Experienced Level as follows:

- i. Position #9833 - EE #87402 at Step 5
- ii. Position #8769 - Vacant
- iii. Position #9775 - Vacant
- iv. Position #17588 - Vacant
- v. Position #7095 - Vacant
- vi. Position #7209 - Vacant

II. Account Clerk – Advanced Level as follows:

- i. Position #6479 – EE #45631 at Step 7
- ii. Position #7038 – EE #75750 at Step 7
- iii. Position #7146 – EE #80849 at Step 5
- iv. Position #7159 – EE #61647 at Step 7
- v. Position #9792 – EE #65135 at Step 7

B. Health Services Timekeeping Specialist (J9HA) (represented) at salary level 3R5-1007 (\$5,232 - \$5,769 @ 3-steps); **ADD** one position and **CANCEL** vacant Account Clerk Position #7899

C. Health Services Timekeeping Supervisor (J9ND) (represented) at salary level K65-1002 (\$4,801 - \$6,131) and **TRANSFER** Account Clerk Supervisor (JDHD) (Represented) at salary level K6X-1340 (\$4,801 - \$6,131) position #17635 and incumbent EE #84835 at Step 1



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
Date: September 10, 2019

Subject: Establish the Classification of Fire District Medical Director-Exempt

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22500 to establish the classification of Fire District Medical Director-Exempt (RAD1) (unrepresented) at salary plan and grade B85 2645 (\$28,591) and add one (1) Fire District Medical Director-Exempt position in the Contra Costa County Fire Protection District.

FISCAL IMPACT:

Approval of this action will result in a cost of approximately \$488,430 annually including \$95,175 in employer retirement contributions. This position was included in the FY 2019-20 CCCFPD EMS Transport Fund Recommended Budget.

BACKGROUND:

The terms and conditions of the Emergency Ambulance Services Contract between the Contra Costa County Emergency Medical Services Agency (CCCEMSA) and the District require that the Contractor (District) retain a California licensed physician as its chief medical adviser to enforce internal standards of excellence in medical care and serve as a liaison between the District, CCCEMSA, and AMR.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

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

Contact: Holly Trieu
925-941-3300 ext. 1301

By: , Deputy

cc: Lewis Broschard, CCCFPD Chief

BACKGROUND: (CONT'D)

>

The District proposes establishing a full time, permanent Fire District Medical Director-Exempt classification to act as the chief medical advisor for the Emergency Ambulance Services Contract. In addition, the position will have broader responsibilities to oversee District activities relating to the quality of medical care and services administered. This includes fire-based first responder EMS, Helicopter Emergency Medical Services (HEMS), Emergency Medical Dispatch (EMD), and other health related District programs.

The position will work closely with the senior executive leadership team and will ensure the District stays current on clinical advances and evidence-based practices for delivery of emergency medical services.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not have full time dedicated internal physician oversight of its Emergency Ambulance Services Contract and health related programs.

CHILDREN'S IMPACT STATEMENT:

Approximately 10% of emergency medical service responses involve children under the age of 15.

ATTACHMENTS

P300 No. 22500 - Fire District Medical Director

POSITION ADJUSTMENT REQUEST

NO. 22500
DATE 7/19/2019

Department CCC Fire Protection District Department No./
Budget Unit No. 7040 Org No. 7040 Agency No. 70

Action Requested: Establish the classification of Fire District Medical Director-Exempt (XXXX) (unrepresented) at salary plan and grade XXX XXXX (\$28,591) and add one Fire District Mediical Direcotr position in the Contra Costa County Fire Protection District.

Proposed Effective Date: 9/7/2019

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 \$488,430.00 Net County Cost \$0.00
Total this FY \$407,025.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Budgeted; 100% EMS Transport Fund (204000)

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jackie Lorrekovich, Chief, Admin Svcs

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Paul Reyes

7/29/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/4/2019

Establish the classification of Fire District Medical Director-Exempt (RAD1) (unrepresented) at salary plan and grade B85 2645 (\$28,591) and add one (1) Fire District Medical Director position

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 10/21/2019(Date)

Dianne Dinsmore, HR Director

9/4/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

9/4/19

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: _____

Lisa Driscoll, County Finance Director

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 9/4/2019

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: Nathan Johnson, Veterans Services Officer
Date: September 10, 2019

Subject: Reduce Hours for One Veterans Service Representative II and Add One Veterans Service Representative I Position

RECOMMENDATION(S):

ADOPT Position Adjustment Request No. 22501 to reduce the hours of one Veterans Service Representative II (96VA) (represented) position # 10003 and its incumbent from full time (40/40) to part-time (20/40), and add one full-time Veterans Service Representative I position (96WA) (represented) at salary level ZB5 1335 (\$4,789 – \$5,822) in the Veterans Service Department.

FISCAL IMPACT:

Reducing one full-time Veterans Service Representative II position to part time (.5 FTE) will result in an annual saving of \$37,824 in salary and benefits. These funds and \$49,000 in new, unbudgeted revenue from Prop 63 CalVet grant funding, will allow the Veterans Service Office to add one additional full-time Veterans Service Representative I. An appropriation adjustment to add this grant revenue to the department will be submitted in a separate Board action this Fall 2019.

BACKGROUND:

A full-time Veterans Service Representative II has requested a voluntary reduction of work hours from 40/40 to part-time 20/40 (.5 FTE).

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Nathan Johnson,
3-1481

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

By: , Deputy

cc: Sylvia Wong

BACKGROUND: (CONT'D)

>

The Veterans Service Office was recently awarded CalVet Grant funding for The Senior Veteran Benefits Program. The added Veterans Service Representative position will be available contingent to this funding. This program was initiated on July 1, 2019 with the goal of eliminating financial abuse of senior Veterans in Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not adopted, the department's ability to effectively implement a new Senior Veterans Program will be impeded.

ATTACHMENTS

P300 No. 22501

POSITION ADJUSTMENT REQUEST

NO. 22501
DATE 7/24/2019

Department Veterans Service Office Department No./
Budget Unit No. 0579 Org No. 0579 Agency No. 095

Action Requested: Reduce one full-time Veterans Service Representative II position #10003 (96VA) at salary level ZB5 1002 (\$5,445.70 - 6,619.28) to .5 FTE Veterans Service Representative II (96VA), and add one full-time Veterans Service Representative I position (96WA) at salary level ZB5 1335 (\$4,789.93-5,822.19).

Proposed Effective Date: 8/1/2019

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 \$62,968.50 Net County Cost \$13,968.50
Total this FY \$57,721.46 N.C.C. this FY \$8,721.46

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 65% Prop 63 Cal/Vet Grant Funding, 35% County

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Nathan Johnson

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julia Taylor

8/9/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/22/2019

Reduce the hours of one Veterans Service Representative II (96VA) (represented) position # 10003 and it's incumbent from full time (40/40) to part-time (20/40), and add one full-time Veterans Service Representative I position (96WA) (represented) at salary level ZB5 1335 (\$4,789 – \$5,822) in the Veterans Service Department effective August 19, 2019.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

Eva V. Barrios-Gaipa

8/22/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 9/4/2019

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: Anna Roth, Health Services
Date: September 10, 2019

Subject: Add Four Mental Health Clinical Specialist Positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22510 to add four Mental Health Clinical Specialist (VQSB) positions at salary plan and grade level TC2-1384 (\$5,180-\$7,689) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action has an annual cost of approximately \$587,577 with \$140,559 in pension costs already included. This cost will be offset by 75% Federal Financial Participation (FFP) and 25% Mental Health Realignment.

BACKGROUND:

The Health Services Department is requesting to add four Mental Health Clinical Specialist (MHCS) positions allocated to its Utilization Review within Behavioral Health Division. In order to receive funding from the California Department of Health Care Services (DHCS), Contra Costa Behavioral Health Department (CCBHD) Utilization Review staff routinely perform chart reviews. This monitoring activity ensures that service providers enroll and treat the county's target population as deemed appropriate by DHCS. During the last DHCS Triennial Audit in 2017, DHCS stipulated that CCBHD increase its annual chart review sample size from 5% to 10%. The state mandate

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sabrina Pearson, (925)
957-5240

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

for increased vigorous review process requires additional staffing capacity to meet such demand

The new positions will be responsible for the authorization of services provided by the Behavioral Health Division as well as community-based organizations and hospitals that we contract with to ensure that required documentation for services is met, appropriate and within State and Federal regulations, County policies and procedures. This includes levels of activity such as authorization, concurrent and retrospective reviews. The MHCS also works as part of the team that conducts audits of service providers to ensure compliance and quality of care. In addition, they participate in several regulatory audits conducted by the State Department of Health Care Services, Office of the Inspector General, and Centers for Medicare and Medicaid Services.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Utilization Review within Behavioral Health Division will not have adequate level of clinicians to perform review of patients' records, which may result in decrease of funding received.

ATTACHMENTS

P-300

POSITION ADJUSTMENT REQUEST

NO.
DATE

Department Health Services

Department No./
Budget Unit No. 0467 Org No. 5943 Agency No. A18

Action Requested: Add four Mental Health Clinical Specialist (VQSB) positions in the Health Services Department.

Proposed Effective Date:

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 <u>\$587,577</u>	Net County Cost
Total this FY <u>\$489,647</u>	N.C.C. this FY

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 75% Federal Financial Participation and 25% MH Realignment

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 _____

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

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

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: Dianne Dinsmore, Human Resources Director
Date: September 10, 2019

Subject: Personnel Resolution No. 22509 - Adjusting the Salary of Departmental Human Resources Classifications

RECOMMENDATION(S):

ADOPT Position Resolution No. 22509 to reallocate the salary of the Personnel Technician (AP7B) (unrepresented) from salary plan and grade B85 1308 (\$4,665 - \$5,670) to salary plan and grade B85 1136 (\$5,143 - \$6,252); reallocate the salary of the Departmental Analyst II (ARTA) (unrepresented) from salary plan and grade B85 1631 (\$6,423 - \$7,807) to B85 1138 (\$6,672 - \$8,942); and reallocate the salary of the Departmental Analyst I (ARVA) (unrepresented) from salary plan and grade B85 1517 (\$5,737 - \$6,974) to B85 1517 (\$6,024 - \$7,323) effective October 1, 2019.

FISCAL IMPACT:

Upon approval, the cost of reallocating the salaries of departmental human resources classifications will be absorbed by the Departments utilizing these classifications. The nine month costs for FY 2019/20 are estimated to be \$4,500 for the Department of Conservation and Development, \$49,700 for the Employment and Human Services Department, \$59,200 for the Health Services Department, \$8,400 for the Library, \$26,600 for Public Works, and \$9,000 for the Contra Costa County Fire Protection District.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Dianne Dinsmore (925)
335-1766

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

By: , Deputy

cc: Robert Campbell, Auditor-Controller, John Kopchik, DCD Director, Kathy Gallagher, EHSD Director, Anna Roth, Director of Health Services, Melinda Cervantes, County Librarian, Brian Balbas, Public Works Director, Lewis Broschard, CCCFPD Chief

BACKGROUND:

The County has experienced significant difficulties recruiting and retaining qualified candidates to fill departmental Human Resources positions. Six of nine Health Services Departmental HR Analysts have left since 2018 and four of eight Employment and Human Services Departmental HR Analyst have left since 2017. Recruitment efforts have failed to attract a pool of qualified candidates to fill these vacancies.

The recommended salary reallocation will align Personnel Technician with Human Resources Technician, increase Departmental HR Analyst I by 5% and align Departmental HR Analyst II with the central human resources classification of Human Resources Analyst.

The recommended increase will improve our competitiveness in a tight market. In addition, it aligns with our goal to have more opportunities for cross-training and collaboration between central HR and departmental HR, creating training and career opportunities for current HR employees as well as developing a highly skilled, nimble HR team to support County operations.

CONSEQUENCE OF NEGATIVE ACTION:

Departments may continue to lose staff and/or have difficulty filling vacancies.

ATTACHMENTS

P300 No. 22509

POSITION ADJUSTMENT REQUEST

NO. 22509
DATE 8/27/2019

Department No./

Budget Unit No. _____ Org No. _____ Agency No. _____

Department Multiple

Action Requested: Reallocate Personnel Technician (AP7B) from salary plan and grade B85 1308 (\$4,665 - \$5,670) to salary plan and grade B85 1136 (\$5,143 - \$6,252); Departmental Analyst II (ARTA) from salary plan and grade B85 1631 (\$6,423 - \$7,807) to B85 1138 (\$6,672 - \$8,942); and Departmental Analyst I (ARVA) from salary plan and grade B85 1517 (\$5,737 - \$6,974) to B85 1517 (\$6,024 - \$7,323).

Proposed Effective Date: 10/1/2019

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost _____

Net County Cost _____

Total this FY _____

N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT To be absorbed by individual departments

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Dianne Dinsmore

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Lisa Driscoll, County Finance Director

9/4/19

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/4/19

Reallocate Personnel Technician (AP7B) from salary plan and grade B85 1308 (\$4,665 - \$5,670) to salary plan and grade B85 1136 (\$5,143 - \$6,252); Departmental Analyst II (ARTA) from salary plan and grade B85 1631 (\$6,423 - \$7,807) to B85 1138 (\$6,672 - \$8,942); and Departmental Analyst I (ARVA) from salary plan and grade B85 1517 (\$5,737 - \$6,974) to B85 1517 (\$6,024 - \$7,323).

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.

10/1/2019(Date)

Dianne Dismore

9/4/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

9/4/19

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: _____

Lisa Driscoll, County Finance Director

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 9/4/2019

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: David Twa, County Administrator
Date: September 10, 2019

Subject: SEIU Local 1021 Side Letters to Modify Section 2.1 of the Rank and File and Service Line Supervisors Memoranda of Understanding

RECOMMENDATION(S):

ADOPT Resolution No. 2019/560 approving the attached Side Letter Agreements between the County and SEIU Local 1021, to modify Section 2.1 of the Rank and File and Service Line Supervisors Memoranda of Understanding pursuant to AB 119 and SB 866.

FISCAL IMPACT:

This is a change to administrative process and has no direct fiscal impact.

BACKGROUND:

AB 119, which mandates union access to new employee orientations, was passed on June 27, 2017. The bill requires public agencies to provide 10 days' advance notice to the applicable union of any new employee orientation. In addition, the bill also requires public agencies to provide to the unions, the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire. The same information must also be regularly provided to the unions for all employees every 120 days. Most of the County's current memoranda of understanding already include a procedure for unions to access employees during orientation. Several of the County's bargaining groups, however, have requested to negotiate the structure, time, and manner of access of the union to a new employee orientation, as permitted under the bill.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

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

By: , Deputy

cc: Dianne Dinsmore, Human Resources Director

BACKGROUND: (CONT'D)

>

SB 866, which addresses how public agencies and unions are to manage union membership dues, was passed on June 27, 2018. As a result of the bill, unions are now responsible for informing the County of any current dues deductions for their members.

The attached side letters are the resulting agreements reached with SEIU Local 1021. The County and SEIU Local 1021 have agreed to incorporate the side letters into Section 2.1 – Union Security of the Memoranda of Understanding (MOU) between Contra Costa County and SEIU Local 1021.

CONSEQUENCE OF NEGATIVE ACTION:

If the side letter of agreements are not approved, the current process for onboarding new employees will continue until an alternative process is adopted.

ATTACHMENTS

Resolution 2019/560

Side Letter - SEIU 1021 Rank and File

Side Letter - SEIU 1021 Service Line Supervisors

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2019/560

In the Matter Of: Approving the Side Letters between the County of Contra Costa and SEIU Local 1021 to Modify Section 2.1 of the Rank and File and Service Line Supervisors Memoranda of Understanding.

The Contra Costa County Board of Supervisors acting in its capacity as the Governing Board of the County of Contra Costa **RESOLVES THAT:**

Effective after approval by the Board of Supervisors, the two attached Side Letters of Agreement between the County of Contra Costa and SEIU Local 1021 be **ADOPTED**. Copies of the Side Letters are attached.

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

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

ATTESTED: September 10, 2019

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

By: , Deputy

cc: Dianne Dinsmore, Human Resources Director

**SIDE LETTER AGREEMENT
BETWEEN
CONTRA COSTA COUNTY AND SEIU, LOCAL 1021 (Rank & File)**

This Side Letter is by and between the County of Contra Costa ("County") and SEIU, Local 1021 Rank and File Unit ("Union") and is effective following approval by the Board of Supervisors.

The County and Union agree to modify Section 2 – Union Security of the Memorandum of Understanding ("MOU") between the County and Union (July 1, 2016 – June 30, 2022) as follows:

SECTION 2 – UNION SECURITY

2.1 Dues Deduction. Pursuant to Board Resolution No. 81/1165, only a majority representative may have dues deduction and as such, the Union has the exclusive privilege of dues deduction for all employees in its units.

- A. The Union 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 Union and set forth in a separate protocol document. The Union will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email.
- B. Requests for dues deductions, Committee of Political Education (COPE) or other Union sponsored programs 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 County shall transmit such payments to the Union no later than thirty (30) days after the deduction from the employee's earning occurs.

The Union certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

- C. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the County. The County shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
- D. The Union shall not provide the County a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- E. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability

that arise out of or by reason of this Union Security Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

2.2 Data Pertaining to Deductions.

The County shall produce to SEIU Local 1021's Membership Department every month, on a regular ongoing basis, a malleable electronic file containing the following information for all employees in the bargaining units represented by the Union whether permanent, temporary, full-time, part-time or permanent intermittent:

1. Full Name (first, middle, last, suffix)
2. Home address
3. Home and cell phone numbers (if provided)
4. Personal and work email
5. Work location
6. Employee Number
7. Job Classification
8. Job Type (full-time, part-time, per diem, as needed)
9. Bargaining Unit
10. Pay Step
11. Pay Rate
12. Pay Status (active, on leave, separated from employment, etc.)
13. Department
14. Division (subcode of the department)

2.3 Communicating With Employees. The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification and discussion with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- A. To post literature on bulletin boards;
- B. to arrange for use of a meeting room;

- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact a Union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

In order to protect bargaining unit employees from harassment or invasion of privacy, the County shall notify the Union of any third-party request for demographic and/or personal information of bargaining unit employees.

2.4 Use of County Buildings. The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- A. Such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the County;
- C. it does not interfere with normal County operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope of representation

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

2.5 Advance Notice. The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions designated by the Board, and to meet with the body considering the matter.

On matters within the scope of representation the County agrees that the Human Resources Department will notify a Union's designee(s) when an issue within the scope of representation is placed on the Board's agenda. If there is insufficient time to meet

and confer on an issue prior to the Board's meeting, the item shall be deferred if so requested by the Union.

In cases of emergency when the Board, or boards and commissions designated by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

2.6 New Employee Orientation.

- A. The County agrees that each newly hired employee shall be instructed to participate in an on-boarding meeting during regular working hours without loss in compensation. Newly hired employees include any employee, whether permanent, temporary, full time, part time or permanent intermittent.
- B. Representatives of the Union shall be permitted to make a presentation of thirty (30) minutes (the department has the discretion to allow additional time if available), and present written materials, during a portion of the orientation for which attendance is mandatory.
- C. The County will provide written notice of new employee orientations to the Union, at least ten (10) calendar days prior to the event. In the event that the County provides less than ten (10) calendar days' notice and the Union is unable to attend the orientation because of the short notice, the Union will be provided with the opportunity to meet with new employees within seven (7) working days of the orientation for up to thirty (30) minutes (the department has the discretion to allow additional time if available) during regular working hours and on-site without loss in compensation. The make-up session shall be arranged in coordination with the Department and conducted by the Union. The name and worksite location of the employees will be submitted to the Union for follow-up within two (2) working days of the missed new employee orientation.
- D. A newly hired employee who is not able to attend a new employee orientation session within two (2) working days of their first scheduled day of work, shall be instructed to attend an in-person union presentation up to thirty (30) minutes (the department has the discretion to allow additional time if available) during regular working hours and on-site without loss in compensation. The union presentation shall be arranged in coordination with the Department and conducted by the Union. The name and worksite location of the employees will be submitted to the Union for follow-up within two (2) working days of their first scheduled day of work.
- E. The new employee orientation notice provided to the Union will include the date, time, and location of the orientation. Prior to the orientation the Department will notify the Union if there will be any attendees from classifications represented by the Union and provide a list of those attendees in a malleable electronic format that includes name, job title, department, work location, work telephone number, and work e-mail addresses.

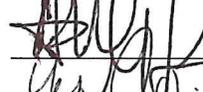
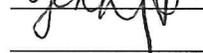
- F. A bargaining unit member attending orientation as a Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the name of the employee who they wish to be released in advance to the Labor Relations Manager.
- G. Upon approval of the department and when available, the Union shall have the right to use the County's facilities and audio-visual equipment to conduct new employee orientation sessions and make-up orientation meetings with newly hired employees.
- H. The County representatives shall not be present during the portion of the orientation conducted by the Union.

This Side Letter will remain in effect for the term of the current MOU between the County and Union (July 1, 2016 – June 30, 2022). The terms of this Side Letter will be incorporated into the successor MOU unless otherwise negotiated by the parties. All other terms and conditions of the current MOU between the County and Union remain unchanged by this Side Letter.

Contra Costa County:
(Signature / Printed Name)

	/	Jeff Bailey
	/	
	/	
	/	

SEIU, Local 1021 (Rank and File):
(Signature / Printed Name)

	/	Ashley Payne
	/	Yen DO.
	/	
	/	

**SIDE LETTER AGREEMENT
BETWEEN
CONTRA COSTA COUNTY AND SEIU, LOCAL 1021 (Service Line Supervisors)**

This Side Letter is by and between the County of Contra Costa ("County") and SEIU, Local 1021 Service Line Supervisors Unit ("Union") and is effective following approval by the Board of Supervisors.

The County and Union agree to modify Section 2 – Union Security of the Memorandum of Understanding ("MOU") between the County and Union (July 1, 2016 – June 30, 2022) as follows:

SECTION 2 – UNION SECURITY

2.1 Dues Deduction. Pursuant to Board Resolution No. 81/1165, only a majority representative may have dues deduction and as such, the Union has the exclusive privilege of dues deduction for all employees in its units.

- A. The Union 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 Union and set forth in a separate protocol document. The Union will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email.
- B. Requests for dues deductions, Committee of Political Education (COPE) or other Union sponsored programs 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 County shall transmit such payments to the Union no later than thirty (30) days after the deduction from the employee's earning occurs.

The Union certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

- C. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the County. The County shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
- D. The Union shall not provide the County a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- E. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability

that arise out of or by reason of this Union Security Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

2.2 Data Pertaining to Deductions.

The County shall produce to SEIU Local 1021's Membership Department every month, on a regular ongoing basis, a malleable electronic file containing the following information for all employees in the bargaining units represented by the Union whether permanent, temporary, full-time, part-time or permanent intermittent:

1. Full Name (first, middle, last, suffix)
2. Home address
3. Home and cell phone numbers (if provided)
4. Personal and work email
5. Work location
6. Employee Number
7. Job Classification
8. Job Type (full-time, part-time, per diem, as needed)
9. Bargaining Unit
10. Pay Step
11. Pay Rate
12. Pay Status (active, on leave, separated from employment, etc.)
13. Department
14. Division (subcode of the department)

2.3 Communicating With Employees. The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification and discussion with the Union.

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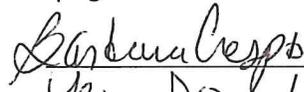
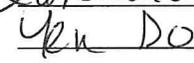
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Contra Costa County:
(Signature / Printed Name)

	/	Jeff Bailey
	/	
	/	
	/	
	/	

SEIU, Local 1021 (Service Line Supervisors)
(Signature / Printed Name)

	/	Barbara Crespo
	/	Yvonne Do.
	/	
	/	
	/	



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 10, 2019

Subject: ADOPT Resolution No. 2019/561 to Reallocate and Maintain Salary Ranges of Specific Safety Per Diem Classifications

RECOMMENDATION(S):

ADOPT Resolution No. 2019/561 to modify the salary schedules of the unrepresented safety classifications of Deputy Sheriff-Per Diem (6XWC) and Law Enforcement Training Instructor-Per Diem (64WB) to reestablish and maintain a tie consistent with similar situated represented classifications in the Sheriff-Coroner's department.

FISCAL IMPACT:

Employees in these classifications are hourly and not permanent; therefore, the annual costs of these classifications varies. Upon approval, the estimated annual cost assuming 2018 hourly usage is \$70,000. The majority of these costs are covered by non-general fund revenues. The balance will be absorbed by the Office of the Sheriff.

BACKGROUND:

The County of Contra Costa has established a historic salary tie between per diem and non-per diem safety classifications. There are currently two such unrepresented classifications, the Deputy Sheriff-Per Diem and Sheriff Law Enforcement Training Instructor-Per Diem. In order to maintain the tie, due to negotiated wage increases to similarly situated classification, periodic adjustments are necessary. The proposed action

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

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

By: , Deputy

cc: Dianne Dinsmore, Human Resources Director, Robert Campbell, Auditor-Controller, David Livingston, Sheriff-Coroner

BACKGROUND: (CONT'D)

reallocates the two classifications of Deputy Sheriff-Per Diem and Sheriff Law Enforcement Training Instructor-Per Diem and establishes a tie to future wage increases with that of the Deputy Sheriff-40 Hour classification.

CONSEQUENCE OF NEGATIVE ACTION:

Similarly situated employees will not be compensated accordingly.

ATTACHMENTS

Resolution 2019/561

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2019/561

In The Matter Of: reallocating the specified safety per diem classifications of Deputy Sheriff-Per Diem and Sheriff Law Enforcement Training Instructor-Per Diem and establishing a tie to future wage increases with that of the Deputy Sheriff-40 Hour classification.

WHEREAS the County of Contra Costa has established a historic salary tie between per diem and non-per diem safety classifications, and

WHEREAS the per diem classifications of Deputy Sheriff-Per Diem and Law Enforcement Training Instructor-Per Diem require periodic modification when negotiated wage increases include similarly situated classification;

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

1. Effective September 1, 2019, the base rate of pay for the classification of Deputy Sheriff-Per Diem (6XWC) will be reallocated from salary plan and grade F85 1385 (\$4,652.64 - \$7,957.60) to salary plan and grade F85 1385 (\$4,885.27 - \$8,355.48). Incumbents will remain at their current salary step.
2. Effective September 1, 2019, the base rate of pay for the classification of Law Enforcement Training Instructor-Per Diem (64WB) will be reallocated from salary plan and grade F85 1757 (\$8,582.39 - \$11,950.22) to salary plan and grade F85 1757 (\$9,011.51 - \$12,076.28). Incumbents will remain at their current salary step.
3. The base pay of the classifications of Deputy Sheriff-Per Diem (6XWC) and Law Enforcement Training Instructor-Per Diem (64WB) will be increased in future years at the same time and at the same percentage as that of the Deputy Sheriff-40 Hour (6XWA) classification.

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

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

ATTESTED: September 10, 2019

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

By: , Deputy

cc: Dianne Dinsmore, Human Resources Director, Robert Campbell, Auditor-Controller, David Livingston, Sheriff-Coroner



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: Lease with Cove Investments, LLC, for office space at 1160 Brickyard Cove Road, Richmond for the Health Services Dept – Mental Health CORE Program.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with Cove Investments, LLC, for approximately 2,184 square feet of rentable office space for the Health Services – Mental Health CORE Program. The term of the lease is 4 years with 2 two-year renewal terms. The annual rental payment for the first year is \$67,452 with annual increases thereafter.

FISCAL IMPACT:

The lease will obligate the County to pay rent in excess of approximately \$279,924 over the 4 year term of the lease. (100% Mental Health Services Act)

BACKGROUND:

Contra Costa County Mental Health, West County Child and Adolescent Services developed a new intensive outpatient program (CORE Program) designed specifically for teens ages

-
- APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Stacey Sinclair, 925
957-2464

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

13-18 that have substance abuse and related psychological and behavioral problems. Services will be provided by a multi-disciplinary team, and will include individual, group, and family therapy, and linkage to community services. This space will house 8 staff members, not all full time, and serve 80 unduplicated clients per year.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the Lease will result in potential loss of funding for the program if they cannot secure suitable space.

ATTACHMENTS

Lease

LEASE

CONTRA COSTA HEALTH SERVICES
1160 Brickyard Cove Road, Suite 111 & 112
Richmond, California

This lease is dated October 1, 2019 (the “**Commencement Date**”), and is between COVE INVESTMENTS, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”).

Recitals

- A. Lessor is the owner of that certain premises located at 1160 Brickyard Cove Road, Richmond, California (the “**Building**”). Lessor and County are parties to a lease dated July 1, 2018, under which the County leased from Lessor Suite 111 in the Building, consisting of approximately 1,340 square feet of floor space, as shown on Exhibit A – Floor Plan of Original Lease (the “**Original Lease**”).
- B. The parties desire to replace the Original Lease with this lease in order to (i) expand the area within the Building that is being leased by the County, (ii) modify the rents, and (iii) incorporate terms related to tenant improvements.
- C. Under this lease, the County is leasing from Lessor both Suite 111 and Suite 112 in the Building, which, together, consist of approximately 2,184 square feet of floor space (the “**Premises**”), as shown in Exhibit B1 - Floor Plan. County is also being granted the non-exclusive use of five parking spaces.
- D. During the term of this lease, Lessor intends to reconfigure Suite 112 in order to construct a set of stairs leading to the second floor of the Building, as shown in Exhibit B2 – Future Floor Plan. The reconfiguration of Suite 112 will require the construction of a wall to close off the suite from the new stairwell, as shown on Exhibit B2, and the installation of a new door between Suite 112 and the patio. All work related to the reconfiguration of Suite 112 is the “**Future Buildout**.”
- E. The Original Lease will terminate on the Effective Date.

The parties therefore agree as follows:

Agreement

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, Lessor hereby leases to County and County hereby leases from Lessor, the Premises. In addition, Lessor hereby grants County the non-exclusive use of five parking spaces adjacent to the Building.

2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at County’s election, Renewal Terms, each as defined below.
- a. Initial Term. The “**Initial Term**” is four years, commencing on the Commencement Date, as defined below, and ending September 30, 2023.
- b. Renewal Terms. County has two options to renew this lease for a term of two years for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth herein.
- i. County will provide Lessor with written notice of its election to renew the Lease thirty days prior to the end of the Term. However, if County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after County’s receipt of Lessor’s written demand that County exercise or forfeit the option to renew.
- ii. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.
3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:

a. Initial Term

<u>Months</u>	<u>Monthly Rent</u>
October 1, 2019 - September 30, 2020	\$5,621
October 1, 2020 - September 30, 2021	\$5,760
October 1, 2021 - September 30, 2022	\$5,901
October 1, 2022 - September 30, 2023	\$6,045

b. First Renewal Term

<u>Months</u>	<u>Monthly Rent</u>
October 1, 2023 - September 30, 2024	\$6,191
October 1, 2024 - September 30, 2025	\$6,339

c. Second Renewal Term

<u>Months</u>	<u>Monthly Rent</u>
October 1, 2025 - September 30, 2026	\$6,490
October 1, 2026 - September 30, 2027	\$6,643

Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.

4. Improvements.

a. Improvements by Lessor. Lessor shall cause the following improvements (together, the "**Tenant Improvements**") to be made to the Premises prior to the Effective Date, or as soon thereafter as is practicable:

- i. The construction of two offices in Suite 111, in the location shown on Exhibit B2 (together, the "**New Offices**"). Lessor shall cause the New Offices to include the features set forth in Exhibit C – New Office Specifications.
- ii. The installation of new carpet and baseboard in Suite 112 to match existing carpet and baseboard in Suite 111 (the "**New Carpet**").
- iii. Lighting updates in Suite 112 to include rewiring and installing 10 LED retro kits with dimming modules, occupancy sensors and wall controls (the "**New Lighting**").

b. Tenant Improvements Cost Allocation.

- i. County is responsible for up to \$18,676.82 of the cost of the New Offices (such amount, the "**Cap**"); provided, however, County will be responsible for the cost of the New Offices in excess of the Cap that result from changes to the specifications for the New Offices set forth in Exhibit C that are requested by County.
- ii. Lessor is responsible for the cost of the New Carpet.
- iii. Lessor is responsible for the cost of the New Lighting.

c. Future Buildout.

- i. Lessor shall provide County with as much notice of the commencement of the Future Buildout as possible, but in no event less than 15 days' notice. Following receipt of the notice and prior to the commencement of the Future Buildout, County will move furniture, supplies, equipment and other items away from the area where the construction work is to occur.
- ii. Lessor will work with County to schedule construction work in a manner that causes the least amount of disruption to County. Prior to the construction of the stairs, a wall will be built separating the area of Suite 112 from the future stairs. This wall will be built out over a weekend and will not disrupt any County activities. An exterior door will also be built out over a weekend and have no impact on County operations. Once the wall is complete the County will be

completely separated from the construction of the stairs. If a concern about noise arises, construction of the stairs will be completed during the weekend or agreed upon hours of time to minimize noise disruption to the County.

- iii. Lessor shall bear all costs associated with the Future Buildout, including, but not limited to, the cost of installing a new wall, installing a new door to the patio, painting and installing new baseboard on the new wall, relocating any affected electrical outlets, and replacing any affected carpet to the Premises during the Future Buildout.
 - iv. For purposes of this lease, “**Substantially Complete**” means (i) there is no incomplete or defective work that unreasonably interferes with County’s use of Suite 112, all necessary government approvals for legal occupancy of Suite 112 have been obtained, and (ii) all utilities are hooked up and available for use by County in Suite 112.
- d. Performance Standards. Lessor warrants that all construction in connection with the Tenant Improvements and the Future Buildout has been, or will be, performed by well-trained, adequately supervised workers, in a good and workmanlike manner, free from design, material and workmanship defects. Lessor shall, at its sole cost and expense, repair and replace any poor workmanship or defective materials within a reasonable time after written notice thereof, provided the notice is sent by County within one year of the acceptance of the Tenant Improvements. Lessor’s obligations under this paragraph are in addition to and not in limitation of any other obligation of Lessor. Enforcement of contractors’ express warranties and guarantees to repair are in addition to and not in limitation of any other rights or remedies County may have under this lease or law or in equity for defective work.
- 5. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.
 - 6. No Disorderly Conduct. County will not permit clients or guests who are visiting the Premises to engage in loud or disruptive behavior that disturbs the quiet enjoyment of other tenants of the Building.
 - 7. Obligation to Pay Utilities and Janitorial. Lessor shall pay for all water, sewer, gas, electricity, janitorial cleaning, and refuse collection services provided to the Premises.
 - 8. Maintenance and Repairs.
 - a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, glass and glazing, used in the Premises. The County is responsible for all locks and key systems used in the Premises and those keys will be to the master system.

- b. Interior of Premises. County shall keep and maintain the interior of the Premises in good order, condition and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks.
 - c. Janitorial. Lessor shall provide janitorial services, consisting of emptying trash daily, other than weekends and holidays, and vacuuming the carpets in the Premises once a week, in and about the Premises and window washing services in a manner consistent with other comparable buildings in the vicinity of the Building.
 - d. Utilities. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
 - e. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems.
 - f. Parking; Exterior Lighting. Lessor shall maintain the parking lot and exterior lighting system in good order, condition and repair.
 - g. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond Lessor's responsibilities under this lease, at County's request, Lessor shall perform such service at County's expense. In performing the service, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor thirty (30) days prior written notice, change the level of service, terminate any or all service, or require that a service be performed by a different contractor.
9. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
10. Assignment and Sublease. County has the right to assign this lease or sublease the Premises or any part thereof at any time during the Term to other county entities only.
11. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures and signs ("**County Fixtures**") in or upon the Premises. Any County Fixtures will remain the property of County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations and County Fixtures. All alterations and County Fixtures are subject to Lessor's approval and must comply with existing code requirements.

All signs and graphics of every kind visible in or from public view or corridors, the common areas or the exterior of the Premises (whether located inside or outside the Premises) are subject to Lessor's prior written approval, in Lessor's sole and absolute discretion, and are subject to any applicable governmental laws, ordinances, and

regulations. County shall remove all of its signs and graphics prior to the termination of this lease. The installation and removal of County signs and graphics is to be done at County's sole cost and expense and in a manner that avoids injury or defacement of the Premises or the Building. County shall repair, at County's sole cost and expense, any injury or defacement, including without limitation, discoloration caused by such installation or removal. County signs and graphics are to be maintained by County in a neat, clean and professional manner, at County's sole cost and expense.

12. Prior Possession. Commencing on September 15, 2019, County has the right to install fixtures, telephones and other items required to prepare the New Offices and Suite 112 for County's occupancy and to store furniture, supplies and equipment, provided such work and storage can be effected without unduly interfering with Lessor's completion of any Tenant Improvements.
13. Insurance.
 - a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the aforementioned self-insurance program.
 - b. Self-Insurance Exclusion. County's self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.
14. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease.
15. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.
16. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this lease.

17. Perilous Conditions. If the County’s Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a “**Perilous Condition**”), the Director of Public Works, or his or her designee, will immediately notify Lessor of the Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.

Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through County or otherwise.

If Lessor fails to address a Perilous Condition within twenty-four (24) hours after County’s notice or to immediately address an emergency situation, County may attempt to resolve the Perilous Condition or emergency situation. Lessor shall reimburse County for any costs incurred by County in addressing the Perilous Condition or emergency situation promptly upon receipt of County’s invoice.

18. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within sixty days from the date of the damage under the applicable laws and regulations of governmental authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that County will be entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in sixty days, County will have the option to terminate the lease or request that Lessor make the repairs within a reasonable time, in which case, Lessor will make the repairs and Rent will be proportionately reduced as provided in the previous paragraph.

This lease will terminate in the event of a total destruction of the Building or the Premises.

19. Hazardous Material. Lessor warrants to County that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Premises in violation of environmental laws. Lessor shall defend, save, protect and hold County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Premises by or at the request of County, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that County has no obligation to clean up or remediate, or contribute to the cost of clean-up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Premises by County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this lease.

“**Hazardous Material**” means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or

becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

20. Indemnification.

- a. County. County shall defend, indemnify and hold Lessor harmless from County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of County, its officers, agents or employees in using the Premises pursuant to this lease, or the County's performance under this lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by Lessor, and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.
- b. Lessor. Lessor shall defend, indemnify and hold County harmless from Lessor's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of Lessor, its officers, agents, employees, with respect to the Premises, or Lessor's performance under this lease, or the Lessor's performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of buildings owned or maintained by Lessor, except to the extent caused or contributed to by the negligent acts, errors, or omissions of County, its officers, agents, or employees.

21. Default.

The occurrence of any of the following events is a default under this lease:

- a. County.
 - i. County's failure to pay Rent within ten business days after receipt of a written notice of failure (a "**Notice**") from Lessor to County; provided, however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In no event may such additional time exceed seventy-five days from receipt of a Notice.
 - ii. County's failure to comply with any other material term or provision of this lease if such failure is not remedied within thirty days after receipt of a Notice from Lessor to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if such default cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of ninety days,

provided County commences curing such default within thirty days and thereafter diligently proceeds to cure such default.

- b. Lessor. Lessor's failure to perform any obligation under this lease if such failure is not remedied within thirty days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of ninety days, provided Lessor commences curing such breach within thirty days and thereafter diligently proceeds to cure such breach.

22. Remedies.

- a. Lessor. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
- b. County. Upon the occurrence of a default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay promptly upon receipt.

23. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: Cove Investment's LLC
1160 Brickyard Cove, Suite 110
Richmond, CA 94081

To County: Contra Costa County
Public Works Department
Attn: Real Estate Manager
255 Glacier Drive
Martinez, CA 94553

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

24. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.

25. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month and is subject to the terms of this lease.
26. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
27. Governing Law. The laws of the State of California govern all matters arising out of this lease.
28. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]

29. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease on the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

COVE INVESTMENTS, LLC

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Carey Clausen
Authorized Agent

RECOMMENDED FOR APPROVAL:

By: _____
Karen A. Laws
Principal Real Property Agent

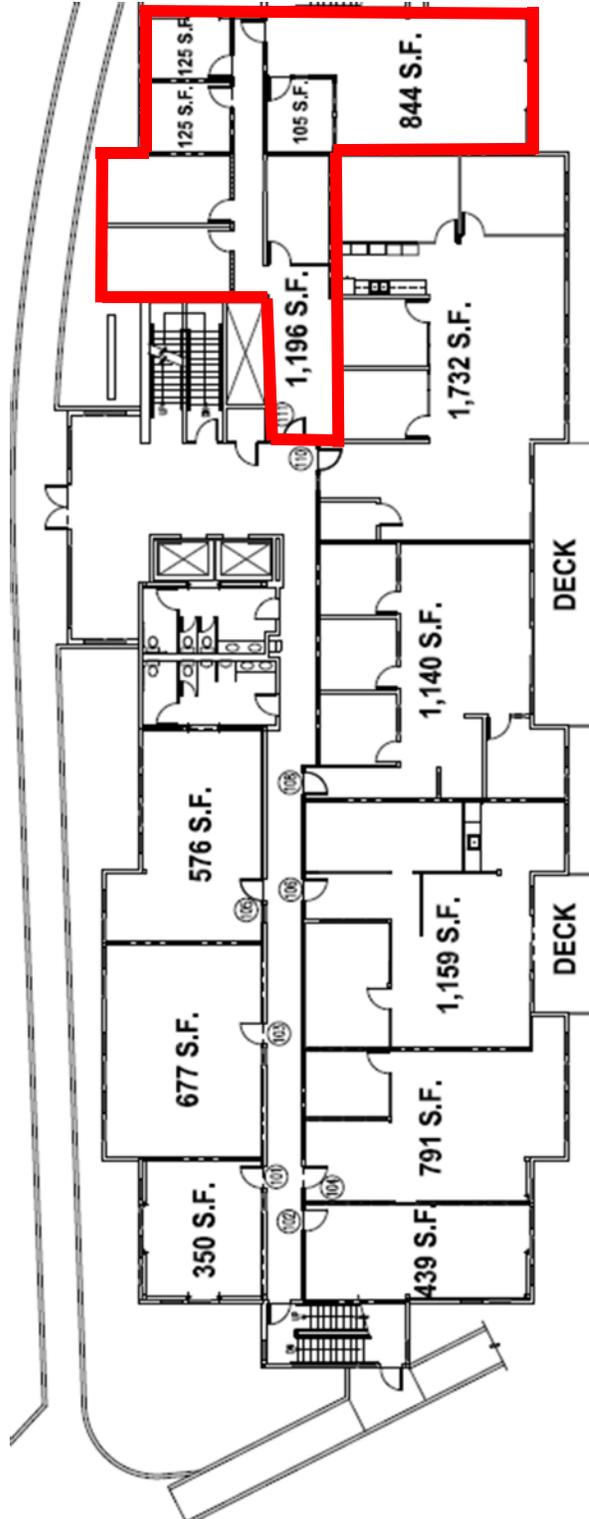
By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

\\PW-DATA\grpdata\realprop\LeaseMgt\Stacey Sinclair\Brickyard Cove_Point Richmond\Brickyard Cove_v5.docx

EXHIBIT B1
Floorplan



COMMON AREAS THIS LEVEL ■ 2,324 S.F.

**EXHIBIT B2
Future Floor plan**

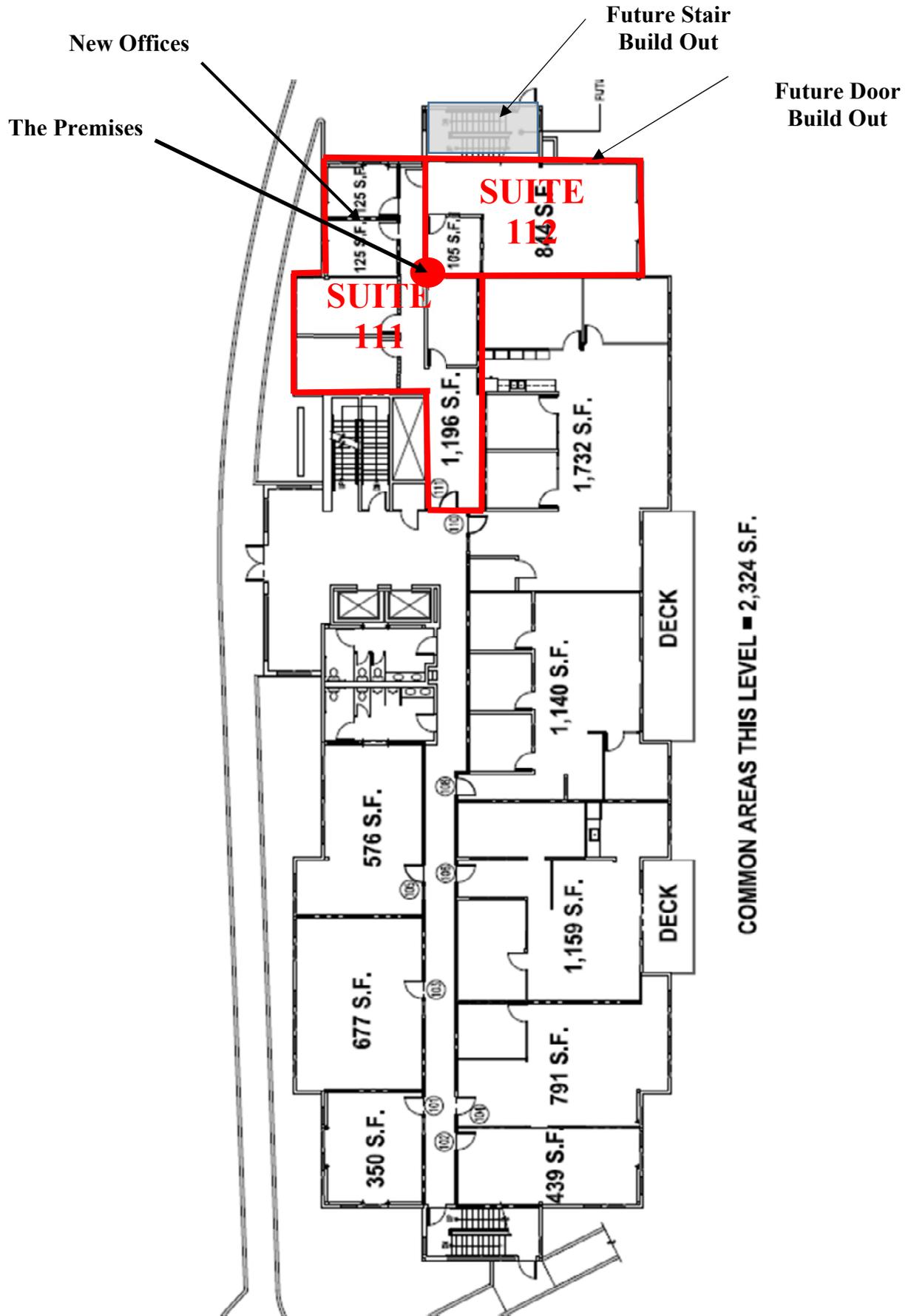


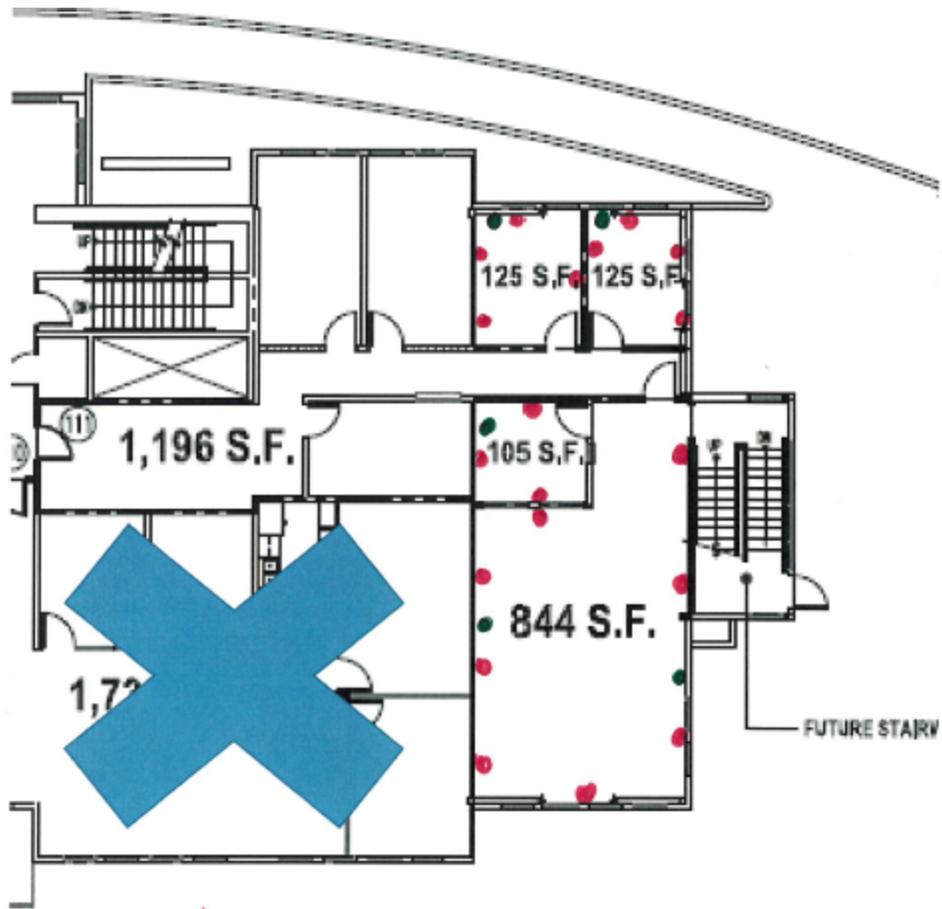
EXHIBIT C

NEW OFFICE SPECIFICATIONS

1. General Contractor
 - 1.1. Frame 3 5/8" metal stud walls over existing carpet and up to ceiling tile, approximately 33 lin. Ft.
 - 1.2. Drywall and texture to match existing walls.
 - 1.3. Install new doors, frames & hardware to match adjacent openings. Black anodized frames, clear birch doors, and Schlage cylindrical lockset.
 - 1.4. Paint all walls at new office and a new drywall to match existing walls.
 - 1.5. Replace up to 6 acoustical tiles from lighting changes and potential damage.
 - 1.6. Furnish and install new 4" rubber base at new walls & 2 offices to match existing.
2. Electrical Contractor
 - 2.1. Relocating 4 lights (2 in hall and 2 in new office) with new occupancy sensors, one new diming module, new room switches.
 - 2.2. Install new electrical and data outlets per Exhibit D. The new outlet located on the wall facing the parking lot will be placed above the lower level of the window sill as the wall below the window is concrete.
 - 2.3. Fire Sprinkler
 - 2.3.1. Install 2 FIFR sprinkler heads.
 - 2.4. HVAC
 - 2.4.1. No changes to HVAC will take place at this time.

EXHIBIT D

ELECTRICAL AND DATA OUTLETS



Red- electrical
Green- data



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: APPROVE a lease renewal with Bi-Bett Corporation for office space in a County-owned building located at 2090 Commerce Ave., Concord.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease renewal between the County and Bi-Bett Corporation, as tenant, to lease approximately 4,239 square feet of rentable space at 2090 Commerce Ave., Concord, at the initial annual rate of \$29,124 for the the term of July 1, 2019 to June 30, 2020.

FISCAL IMPACT:

Bi-Bett Corporation will pay rent to the County at the initial annual rate of \$29,124 for the first year. Lease revenue is deposited to the General Fund (Budget Unit 0466, Alcohol & Drug Services).

BACKGROUND:

Simultaneous with entering into this lease, the County, through its Health Services Department, and Bi-Bett Corporation (Tenant), are renewing a service contract under which

-
- APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Julin Perez, 925.
957-2460

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the Tenant will continue to operate and administer substance use disorder prevention and treatment program services for male individuals from this County-owned Concord location. The term of the service contract coincides with the term of the lease. Initially, both extend from July 1, 2019, to June 30, 2020. If the service contract is renewed, the lease will be extended. If the service contract terminates for any reason, the lease will terminate upon the earlier to occur of (i) its termination date, and (ii) sixty days after the termination of the service contract.

CONSEQUENCE OF NEGATIVE ACTION:

If the lease is not approved the tenant will not be able to implement the contract between the County and the Tenant under which the Tenant is to operate and administer substance use disorder prevention and treatment program services for male individuals.

ATTACHMENTS

Lease

LEASE

2090 Commerce Avenue
Concord, California

This lease is dated July 1, 2019 (the “**Effective Date**”), and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”) and BI-BETT CORPORATION, a California Corporation (“**Lessee**”).

Recitals

- A. The County is the owner of the property located at 2090 Commerce Avenue, Concord, California (the “**Property**”). The Property has been improved with a parking lot and a building that consists of approximately 4,239 square feet (the “**Premises**”).
- B. The County is also the owner of the real property adjacent to the Property (“**Parcel B**”).
- C. The County and Lessee are parties to a lease dated January 1, 2016 (the “**Original Lease**”), under which the Lessee is leasing the Premises for use as a detoxification facility. On December 31, 2018, the parties agreed to extend the term of the Original Lease on a month-to-month basis. The parties now desire to terminate the Original Lease and to enter into this lease, the term of which corresponds to the term of a separate contract between the County and Lessee under which Lessee is operating a detoxification facility for the County at the Premises (the contract in effect on the Effective Date and each renewal of such contract, the “**Service Contract**”).
- D. Simultaneous with the effectiveness of this lease, the Original Lease is terminated.

The parties therefore agree as follows:

Agreement

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, the County hereby (i) leases to the Lessee and the Lessee hereby leases from the County, the Premises, subject to all easements and encumbrances of record, (ii) grants the Lessee access to the Premises across Parcel B using the driveway shown on Exhibit A, and (iii) grants to Lessee non-exclusive use of twelve parking spaces on the Property.
- 2. Term. The “**Term**” of this lease is one year, commencing on July 1, 2019, and ending June 30, 2020 (the “**Initial Term**”). If the then-current Service Contract is renewed for another year, this lease may be renewed for additional one-year periods, up to an additional four years (each such renewal, a “**Renewal Term**”) upon (i) the mutual consent of the parties, and (ii) the County’s receipt of a renewal notice from Lessee at least sixty days prior to the end of the Term. Upon the commencement of a Renewal

Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.

3. Early Termination. If the Service Contract is terminated for any reason, the Term of this lease will end upon the earlier to occur of (i) the expiration of the Initial Term or the Renewal Term, as applicable, and (ii) sixty days after the termination of the Service Contract.
4. Rent. Each month during the Term, Lessee shall pay rent to the County in the amounts set forth below, without offset or demand on or before the first day of each month.
 - a. Initial Term. \$2,427 per month commencing July 1, 2019 and ending June 30, 2020.
 - b. First Renewal Term. \$2,427 per month commencing July 1, 2020 and ending June 30, 2021.
 - c. Second Renewal Term. \$2,427 per month commencing July 1, 2021 and ending June 30, 2022.
 - d. Third Renewal Term. \$2,500 per month commencing July 1, 2022 and ending June 30, 2023.
 - e. Fourth Renewal Term. \$2,575 per month commencing July 1, 2023 and ending June 30, 2023.

Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.

5. Additional Payment Terms.
 - a. Late Rental Payments: In the event Lessee fails to pay County any amount due under this lease within five (5) days after such amount is due, Lessee shall pay to County a late charge of One Hundred and No/100 Dollars (\$100) per occurrence (the "**Late Charge**"), plus interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month, from the date the payment was due and payable until paid in full. Lessee shall pay all Late Charges as additional rent on or before the date the next installment of rent is due. County and Lessee hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix County's actual damage from any late payments and, thus, that Lessee shall pay as liquidated damages to County the Late Charge specified in this Section, which is the result of the parties' reasonable endeavor to estimate fair average compensation for the late payment (other than attorneys' fees and costs). County's acceptance of the Late Charge as liquidated damages does not constitute a waiver of Lessee's default with respect to the overdue amount or prevent County from exercising any of the rights and remedies available to County under this lease.

- b. Form and Place of Payment: Lessee shall pay all rents and fees in cash or by personal check, certified check, or money order, payable to the County of Contra Costa, by delivering same on or before due date to Contra Costa County, Public Works Department – Real Estate Division, 255 Glacier Drive, Martinez, California 94553, or at such other place as County may designate from time to time.
 - c. Returned Checks: If a check written by Lessee is returned for insufficient funds, County may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. County may require Lessee to pay rent by certified check or money order if Lessee’s bank or banks have returned one or more personal checks within the preceding twelve (12) month period.
 - d. Definition of Rent: “**Rent**” means all amounts due from Lessee to County under this lease.
6. Use. Except as otherwise provided herein, the Premises may be used by the Lessee only for the operation of a detoxification facility. Lessee may not use the Premises for any other purpose with the prior written consent of the County. Any other use of the Premises without the County’s prior written consent is a default of this lease.
7. Utility Obligations. The Lessee shall pay utility providers directly for all utilities used or consumed on the Premises by Lessee or its subtenants, including, but not limited to gas, water, electricity, garbage disposal, janitorial services, landscaping, and telephone services. Lessee is responsible for the cost of sewer services provided to the Premises (“**Sewer Services**”). The County shall invoice Lessee annually for Sewer Services. Lessee shall pay the invoice within thirty (30) days of receipt.
8. Condition of Premises. Lessee is leasing the Premises in an “as is” physical condition with no warranty, express or implied, on the part of the County as to the condition of the Improvements, the condition of the soil or the geology of the soil.
9. Maintenance and Repairs.
- a. Structure. Throughout the Term of this lease, the Lessee is responsible, at its sole cost and expense, for the routine maintenance of the interior and exterior of the building, excluding the roof, and shall maintain the interior and exterior of the building in a first-class condition. Routine maintenance of the interior and exterior of the building includes, but is not limited to, replacing carpet and tile as needed, painting exterior walls as needed, and keeping all of the following in first-class condition: glass and glazing, doors and their fixtures, closers and hinges, locks and key systems, and the alarm system. All maintenance, repairs, and replacements must be of a quality substantially equal to the original material and workmanship. The Director of Public Works, or his or her designee, is the sole judge of the quality of maintenance.

Any changes in exterior paint colors are subject to the prior written approval of the Director of Public Works. Lessee shall maintain all painted exterior surfaces and surfaces requiring treatment of any kind in first-class condition and repaint or treat as

often as reasonably required in the sole discretion of the County, in order to preserve the structure and to maintain high standards of appearance. Lessee shall not allow any graffiti on the building and shall repair any portion of the building if this occurs.

Upon written notice by the County, Lessee shall perform whatever reasonable maintenance the County deems necessary. If such maintenance is not undertaken by Lessee within thirty (30) days after receipt of written notice, the County has the right to enter upon the Premises and perform such necessary maintenance. If the County performs any routine maintenance on the building pursuant to this Section 9, the Lessee shall pay the County the cost of such maintenance as additional rent, without offset, upon Lessee's receipt of the County's request for reimbursement.

- b. Structure of Building and Roof. The County shall maintain the structural integrity of the building, including but not limited to, the foundation and support columns, and shall keep the roof in good order, condition and repair.
 - c. Trash. Lessee shall use the County-provided enclosures and suitable covered metal receptacles for the short-term accumulation and storage of solid waste, such as rubbish, trash, and garbage.
 - d. Utilities. The Lessee shall repair and maintain the interior electrical, lighting, water and plumbing systems in good order, condition and repair. The County shall provide and pay for major repair or replacement of these systems that is required as a result of normal wear and aging, and not the result of abuse, vandalism, neglect, or Lessee's failure to provide proper maintenance. The County is responsible for maintaining the plumbing system beyond the perimeter of the Premises.
 - e. HVAC. The Lessee shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. The Lessee shall obtain and keep in effect, at its sole cost and expense, a service contract acceptable to the County for the maintenance and repair of the HVAC systems. The contract must provide for maintenance of the HVAC units and components, including motors, belts, damper, drainage systems, and air filters, to occur quarterly. The County shall provide and pay for major repair or replacement of these systems that is required as a result of normal wear and aging, and not a result of abuse, vandalism, neglect, or Lessee's failure to provide proper maintenance.
 - f. Parking; Exterior Lighting. The County shall maintain and repair the landscaping, exterior lighting, pavement and striping of the parking lot.
 - g. Fire Extinguishers. The County has provided fire extinguishers for the Premises in accordance with the direction received from the fire marshal. Lessee shall maintain, repair, and replace the fire extinguishers as needed.
10. Covenant against Liens. Neither Lessee nor Lessor may permit any mechanic's, material man's, or other lien against the Premises, or the property of which the Premises forms a part, in connection with any labor, materials, or services furnished or claimed to have

been furnished. If any such lien is filed against the Premises, or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged, provided however, that either party may contest any such lien, so long as the enforcement thereof is stayed.

11. Taxes. Lessee agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, license fees, and other charges that are levied and assessed upon Lessee's interest in the Premises, or upon Lessee's personal property installed or located in or on the Premises, by Contra Costa County or other legally authorized government authority. Lessee may pay any taxes and assessments under protest, without liability, cost or expense to the Lessor, to contest the amount in good faith.

Payment of taxes, assessments, license fees, or other charges levied and assessed upon Lessee's interest, (i) does not reduce the Rent due to the County under this lease, and (ii) is the liability of the Lessee.

12. Quiet Enjoyment. Provided the Lessee is in compliance with the terms of this lease, the County covenants that the Lessee will peaceably and quietly have, hold, and enjoy the Premises during the Term.

13. Assignment and Sublease. The Lessee may not assign this lease or sublease the Premises or any part thereof at any time during the Term.

14. Alterations and Additions. Lessee may not make any alterations, erect any additional structures, or make any improvements on the Premises without the prior written consent of the Director of Public Works or his or her designee. In the event Lessee makes alterations or constructs additions that violate the conditions contained in this lease (an "**Unauthorized Addition**"), at the County's sole discretion, Lessee shall remove any Unauthorized Addition at Lessee's sole cost and expense. If Lessee is required to remove any Unauthorized Addition, Lessee, at its sole cost and expense, shall restore the Premises to the conditions existing immediately prior to the existence of the Unauthorized Addition, or such other condition designated by the County in its election. If Lessee is not required to remove any Unauthorized Addition, such Unauthorized Additions shall remain on, and be surrendered with, the Premises on expiration or termination of this lease.

If Lessee wishes to make any alterations, erect any additional structures, or make any additional improvements to the Premises as provided in this Section, Lessee may not commence construction until Lessee has the prior written consent of the County. In addition, a Notice of Lessor Non-Responsibility must be posted and recorded by Lessee during construction in accordance with Civil Code Section 3094. Lessee shall mail a copy of such Notice of Lessor Non-Responsibility to Lessor upon filing it with the County Recorder.

15. Insurance.

- a. Liability Insurance. Throughout the Term, the Lessee shall maintain in full force and effect, at its sole expense, a comprehensive general liability or commercial general liability insurance program covering bodily injury (including death), personal injury, and property damage. The limits must be not less than one million dollars per occurrence and two million dollars aggregate. The policy must name the County, its officers, agents and employees, individually and collectively, as additional insureds. The liability insurance maintained by the Lessee must be primary.
- b. Worker's Compensation and Employer's Liability Insurance. The Lessee shall maintain in full force and effect, at its sole expense, (i) statutory California Workers' Compensation coverage including a broad form all-states endorsement, and (ii) employer's liability coverage for not less than one million dollars per occurrence for all employees engaged in services or operations at the Premises.
- c. Evidence of Insurance. Within thirty days of execution of this lease, the Lessee shall provide to the County, on a form approved by the County, an original copy of a Certificate of Insurance. The Certificate of Insurance must certify that the coverage required by this lease has been obtained and remains in force for the period required by this lease.
- d. Notice of Cancellation or Reduction of Coverage. The Lessee shall cause all policies it is required to obtain under the terms of this lease to contain a provision that the County is to receive written notification of any cancellation or reduction in coverage at least thirty days prior to the effective date of such cancellation or reduction. Any such notification is to be sent to the County in accordance with Section 23 - Notices.
- e. Waiver of Subrogation. Except as may be specifically provided elsewhere in this lease, the County and the Lessee hereby each mutually waive any and all rights of recovery from the other in the event of damage to the Premises or any personal property that is caused by acts of God, perils of fire, lightning, and the extended coverage perils, as defined in insurance policies and forms approved for use in the State of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with this waiver.

16. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, the Lessee shall peaceably and quietly leave and surrender to the County the Premises, along with their appurtenances and fixtures, all in good condition, ordinary wear and tear, damage by casualty, acts of God and circumstances over which the Lessee has no control excepted.

17. Abandonment. The Lessee may not vacate or abandon the Premises at any time during the Term. If the Lessee abandons, vacates, surrenders the Premises, or is dispossessed by process of law, or otherwise, the County may deem any personal property belonging to the Lessee that remains on the Premises to be abandoned.

18. Waste, Nuisance. The Lessee may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the neighborhood in which the Premises is located.
19. No Smoking. Smoking is not permitted in the Premises or anywhere on the Property, including but not limited to the parking lot, sidewalks, building entrances, building corridors, building stairways and building common areas. Lessee's failure to enforce this smoking ban is a default of this lease.
20. No Loitering. Loitering is not permitted anywhere on the Property that is outside the Premises. Lessee shall cause the parking lot, sidewalks and building entrances and exits to be clear of obstruction and to be used exclusively as a means of ingress to, and egress from, the Premises. Lessee's failure to comply with this provision is a default of this lease.
21. Inspection. The County may enter the Premises at any time in an emergency and with 24-hours' notice in a non-emergency to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) the Lessee is in compliance with the terms and conditions of this lease.
22. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause, the County may, at its option, make repairs within a reasonable time. Partial destruction does not void this lease, except that the Lessee is entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent is to be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by the Lessee and the denominator of which is the total number of square feet in the Premises.

If the County does not elect to make repairs, this lease may be terminated by either party, without cost, obligation or liability to the other party, except as described herein.

This lease will terminate in the event of a total destruction of the Premises.

23. Indemnification. The Lessee shall indemnify, defend and hold County, its officers, agents and employees harmless from any and all claims, costs and liability, for any damage, injury or death, including without limitation, all consequential damages from any cause whatsoever, to any person or the property of any person arising directly or indirectly from or connected with this lease, the Lessee's operations, or the Lessee's use or possession of the Premises, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County, its officers or employees, and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, County may make by reason of such matters.
24. Default and Remedies.
 - a. The occurrence of any of the following events is a default under this lease:

- i. The Lessee fails to pay Rent on the due date. Notwithstanding the foregoing, Lessee's failure to pay rent or other charges when due twice in any twelve-month period is a default of this lease without further notice from the County.
 - ii. The Lessee fails to comply with any other material term or provision of this lease if such failure is not remedied within thirty days after receipt of a written notice from the County to the Lessee specifying the nature of the breach in reasonably sufficient detail (a "**Notice of Default**").
 - 1. If the required cure of the noticed failure cannot be completed within thirty days, the failure to cure will not be deemed to be a default of this lease if the Lessee has attempted to cure the failure within the thirty-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible. In no event will the cure period extend beyond the sixty-day period after Lessee's receipt of the Notice of Default.
 - 2. Notwithstanding the foregoing, the issuance of a third Notice of Default in any twelve-month period that relates to the same, or substantially similar, Lessee failure is a default that is not subject to a cure period.
 - b. Upon the occurrence of a default by the Lessee, the County may reenter and repossess the Premises and remove all persons and property from the Premises, after giving the Lessee written notice and in accordance with due process of law.
25. Notices. Any notice required or permitted under this lease must be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: Bi-Bett Corporation, Inc.
 2290 Diamond Boulevard, Suite 200
 Concord, CA 94520

To County: Contra Costa County
 Public Works Department
 Attn: Principal Real Property Agent
 255 Glacier Drive
 Martinez, CA 94553

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

26. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
27. Holding Over. If Lessee remains in possession of the Premises after the expiration of the Term, such holding over does not constitute a renewal or extension of this lease, but will be construed to be a tenancy from month to month on the same terms and conditions set forth in this lease, except that the monthly rent due and payable hereunder will be 125% of the rent payable as of the last month of the Term.
28. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
29. Governing Law. The laws of the State of California govern all matters arising out of this lease.
30. Severability. If any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]

31. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease on the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

Bi-Bett Corporation, Inc., a California
corporation

By: _____
Brian M. Balbas
Public Works Director

By: Vicki White
Vicki White, President

By: _____
Rod Libbey, Executive Director

RECOMMENDED FOR APPROVAL:

By: _____
Karen A. Laws
Principal Real Property Agent

By: _____
Julin Perez
Senior Real Property Agent

APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

By: Kathleen M. Andrus
Kathleen M. Andrus
Deputy County Counsel



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: APPROVE a lease amendment with the City of Richmond for 5050 Hartnett Ave., Richmond to be utilized by the Community Services Bureau.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with the City of Richmond for a building located at 5050 Hartnett Avenue, Richmond, to be utilized by the Community Services Bureau at the annual rental rate of \$1, plus the cost of water and sewer services and annual property and fire inspections. The lease will be amended to extend the term to July 30, 2024 and increase the monthly utility payment.

FISCAL IMPACT:

100% Community Services Budget Unit 0588 (Federal - Health & Human Services - Administration for Children and Families & California Department of Education funding)

BACKGROUND:

The County's Employment and Human Services Department, through the Community Services Bureau (CSB) has been conducting childcare services at the premises since 1991. Under this lease, CSB will continue to provide childcare services to the community.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Julin Perez, 925.
957-2460

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the lease amendment is not approved, the County will not be able to provide childcare services to the community through CSB and will incur other costs and expenses to relocate the childcare facility.

ATTACHMENTS

Lease Amendment

**Second Amendment to Lease Agreement
5050 Hartnett Avenue
Richmond, California**

This second amendment to lease agreement is dated July 1, 2019, and is between THE CITY OF RICHMOND, a municipal corporation, (the “**Lessor**”), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**Tenant**”).

Recitals

A. The Lessor and the Tenant are parties to a lease dated July 10, 2012 (the “**Lease**”), under which the Tenant is leasing from the Lessor the real property located at 5050 Hartnett Avenue, Richmond, California.

B. On June 30, 2016, the parties agreed to extend the term of the Lease on a month-to-month basis. On September 27, 2017, the parties agreed to amend the Lease to extend the term, modify the monthly cost of utilities and to update the Tenant’s address in the Notice section.

C. The parties now desire to extend the term of the Lease, further modify the monthly cost of utilities, and to have Tenant be responsible for the annual cost of property and fire inspections.

The parties therefore agree as follows:

Agreement

1. Section 2 of the Lease, Term of Lease, is deleted in its entirety and replaced by the following:
 2. Term of Lease. The term (“**Term**”) of the Lease shall commence July 1, 2012, and shall expire June 30, 2024. This agreement may be terminated at any time by either party by giving written notice sixty (60) days in advance of such termination.
2. Section 11 of the Lease, Utilities, is deleted in its entirety and replaced by the following:
 11. Utilities. Tenant hereby covenants and agrees to pay all heat, gas, trash collection, telephone service, electricity and any other utilities which may be furnished to or used in or upon the Premises during the Term of this Lease. Tenant agrees to pay to Lessor its pro-rated share of water and sewer service during the Term of this Lease, which payment shall be in the initial amount of \$205.00 per month, due and payable on the first day of each month during the Term.

WLP252

- 3. Tenant shall annually reimburse Lessor, within thirty days of receipt of an invoice from Lessor, for the cost of conducting an inspection of the Premises in accordance with Section 19 of the Lease.
- 4. Tenant shall annually reimburse Lessor, within thirty days of receipt of an invoice from Lessor, for the actual cost of a fire safety inspection of the Premises by the Richmond Fire Department.
- 5. All other terms of the Lease remain unchanged.

Lessor and Tenant are signing this first amendment as of the date set forth in the introductory paragraph.

COUNTY

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By _____
Brian M. Balbas
Public Works Director

LESSOR

The City of Richmond, a municipal corporation

By _____
Name: _____
City Manager

RECOMMENDED FOR APPROVAL:

By: _____
Karen A. Laws
Principal Real Property Agent

Attest:
By _____
City Clerk

By: _____
Julin Perez
Senior Real Property Agent

APPROVED AS TO FORM:
By _____
Name: _____
City Attorney

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By: 
Kathleen M. Andrus
Deputy County Counsel

T00803

\\PW-DATA\GRPDATA\REALPROP\JULIN\NEW LEASES 2019\5050 HARNETT - SECOND AMEND V1.DOC



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Agreement #24-760-27 with the State Department of Rehabilitation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Standard Agreement #24-760-27 with the State Department of Rehabilitation, to pay the County an amount not to exceed \$1,167,744, to provide vocational rehabilitation services for individuals with psychiatric disorders, for the period from July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Approval of this Agreement will allow the County to continue to receive funding from the State Department of Rehabilitation. No County match required.

BACKGROUND:

On October 9, 2018, the Board of Supervisors approved Standard Agreement #24-760-26 with the State Department of Rehabilitation, to pay the County to provide vocational rehabilitation services for individuals with psychiatric disorders for the period from July 1, 2018 through June 30, 2019.

Approval of Standard Agreement #24-760-27 will allow the County to continue to receive funding from the State and

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, Ph.D,
925-957-5212

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

By: , Deputy

cc: E Suisala , M Wilhelm

BACKGROUND: (CONT'D)

enable the County's clients to continue participating in comprehensive rehabilitation plans that provide job skills development, career counseling, coaching in job application skills, job development and placement, and follow up services through June 30, 2020. This Agreement includes indemnifying the State and holding it harmless from claims arising out of the County's performance under the Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not receive funding to support skills development, career counseling, coaching in job application skills, job development and placement, and follow-up services for residents with psychiatric disorders.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #23-434-4 with Kaiser Foundation Hospitals - Walnut Creek Medical Center

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-434-4, which contains mutual indemnification language, with Kaiser Foundation Hospitals - Walnut Creek Medical Center, to act as a designated center to assist patients who have been assessed by ambulance personnel with a cardiac condition known as ST-Elevation Myocardial Infarction (STEMI), for the period from September 1, 2019 through August 31, 2022.

FISCAL IMPACT:

Contractor will pay County a fee of \$7,500 per year to offset the costs of County's oversight activities. There is no general fund impact.

BACKGROUND:

In collaboration with hospitals, first-responders, and transport agencies, Contra Costa County's Emergency Medical Services (EMS) Agency implemented a program designating hospitals as STEMI receiving centers. The designated centers will provide the most advanced and

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Patricia Frost,
925-313-9560

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

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

rapid care for patients with heart attacks known as STEMI by unblocking arteries in the heart in a rapid fashion.

Heart attacks represent a major cause of death and disability in the United States, affecting over 610,000 persons annually. This kind of heart attack occurs among 2.5% to 5% of patients with chest pain or other cardiac symptoms. The number of STEMIs identified by Contra Costa EMS providers are estimated to be in the range of 100-150 patients per year.

On August 2, 2016, the Board of Supervisors approved Contract #23-434-3 with Kaiser Foundation Hospitals, Walnut Creek to act as a designated STEMI receiving center to provide specialized treatment for STEMI patients with a cardiac condition, through August 31, 2019.

Approval of Contract #23-434-4 will allow the Contractor to continue providing services through August 31, 2022. This Contract includes modifications to County's standard indemnification clause and agrees to hold each party harmless from any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, this designated STEMI receiving center would be disrupted and patients with life threatening cardiac conditions could experience delays in definitive care increasing the risk of permanent disability or death.



**Contra
Costa
County**

To: Board of Supervisors
From: Matt Slattengren
Date: September 10, 2019

Subject: Agreement 19-0070 Pest Exclusion - High Risk

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture (CDFA) to reimburse the County in an amount not to exceed \$147,541 to perform pest exclusion and high-risk inspection and enforcement activities for the period July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

This agreement will reimburse the County for expenses incurred not to exceed \$147,541. There is no county match of funds nor grant monies involved.

BACKGROUND:

Agreement 19-0070 High Risk Pest Exclusion with sets activity levels for Contra Costa County based on historical workloads and costs on a negotiated work plan to maintain optimal enforcement of quarantines to keep exotic and invasive pests out of California and Contra Costa County.

This agreement includes a mutual indemnity clause between CDFA and the County.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will mean loss of revenue to the county and increased costs to support the inspections and enforcement activities mandated by the CDFA.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

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

Contact: 608-6600

By: , Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Matt Slattengren
Date: September 10, 2019

Subject: Agreement #19-0266-002-SF Detector Dog Team Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture (CDFA) in an amount not to exceed \$181,582 to provide inspection services on behalf of CDFA at parcel sectional centers, such as the United States Post Office, Federal Express, and United Parcel Service, searching for the presence of unwanted plant pests that may pose a threat to the economic well-being of the State for the period July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Agreement #19-0070 provides reimbursement for County expenses not to exceed \$181,582, during the period July 1, 2019 through June 30, 2020 for inspection activities performed on behalf of CDFA. There is no county match of funds.

BACKGROUND:

Under this agreement, the Agriculture Department will use specially trained dog teams to search parcels to detect the presence of any unwanted plant pests, including insect species, diseases or other harmful organisms, that may pose a threat to the economic well-being of the State. Surveillance inspections will be done at parcel sectional centers, such as those operated by the United States Postal Service, Federal Express and United Parcel Service.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

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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: September 10, 2019

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

Contact: 608-6600

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this agreement will result in loss of revenue for the County to perform these inspections and the associated administrative overhead.



**Contra
Costa
County**

To: Board of Supervisors
From: Matt Slattengren
Date: September 10, 2019

Subject: CA Agricultural Commissioners and Sealers Association Memorandum of Understanding FY 2019/20

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a Memorandum of Understanding (MOU), which has an indemnification obligation, with the California Agricultural Commissioners and Sealers Association (CACASA) for the County to accept an amount not to exceed \$6,372 to perform pesticide use reporting activities for the period July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

The Agriculture Department will be reimbursed in an amount not to exceed \$6,372 for activities related to pesticide use reporting. There is no county match of funds nor grant monies involved.

BACKGROUND:

The California Department of Pesticide Regulation (CDPR) no longer offers individual data submission contracts to counties and has contracted with CACASA to provide the data storage, software and data communication infrastructure for the reporting of pesticide use data. CACASA has simplified the overall process of the statistical submission contracts and is providing the online support to maintain the enhanced reporting capabilities. In order to ease the transition

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

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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: September 10, 2019

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

Contact: 608-6600

By: , Deputy

cc:

BACKGROUND: (CONT'D)

from County personnel input to input by the user of the pesticide inputting the data, CACASA is providing funding to counties during the transition period, in return for County Agricultural Commissioner efforts to provide on-going data input and training to those who submit data to the new online submission program.

The MOU includes a mutual indemnification provision, which requires each party to indemnify and hold the other party harmless for all liabilities, claims, and damages arising out of the performance of the MOU to the extent the liabilities, claims, or damages are caused by the negligence or the intentional acts of wrongdoing by the indemnifying party or its agents or employees.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would cause a loss in revenue to the Department for the pesticide use reporting program.



**Contra
Costa
County**

To: Board of Supervisors
From: Matt Slattengren
Date: September 10, 2019

Subject: 19-0267-020SF Phytophthora ramorum - Quarantine (Sudden Oak Death)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture (CDFA) to reimburse the County in an amount not to exceed \$73,943 for regulatory compliance and enforcement activities related to the Sudden Oak Death Program (SOD) for the period July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

This agreement will reimburse the Agriculture Department in an amount not to exceed \$73,943 for conducting regulatory compliance activities related to Sudden Oak Death (SOD) on behalf of the California Department of Food and Agriculture (CDFA). The agreement is fully funded by CDFA. There is no County match of funds.

BACKGROUND:

The CDFA is the lead agency for the multi-agency task force, known as the California Oak Mortality Task Force (COMTF), that was formed to develop a coordinated effort to address Phytophthora Ramorum (Sudden Oak Death). Due to CDFA's responsibility under the COMTF and its statutory authority to establish quarantines, CDFA must enter into cooperative agreements with

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

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

Contact:
925-608-6600

By: , Deputy

cc:

BACKGROUND: (CONT'D)

impacted counties to comply with the requirements of Assembly Bill 62 (Migden). The role of the Agriculture Department is to issue compliance agreements, and do related work that assures compliance by affected businesses, including plant nurseries, firewood dealers, tree services, green waste and compost facilities, etc. to stop the spread of Sudden Oak Death (SOD) to non-infested areas of the State and County and to foreign countries.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to accept the agreement will result in the Agriculture Department not being reimbursed by CDFA for regulatory enforcement activities related to the Sudden Oak Death Program.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: 2019-20 California Child and Adult Food Program Revenue Application

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to apply for and accept funds in an amount not to exceed \$1,300,000 from the Child and Adult Care Food Program Day Center sponsorship grant in the California Department of Education to provide daily nutritious and healthy snacks, for the period October 1, 2019 through September 30, 2020.

FISCAL IMPACT:

This revenue agreement does not require a County match. The funding is 65% State (California Department of Education) and 35% Federal (Department of Health and Human Services) [CFDA No. 93.600].

This board order is to submit a renewal application with the State to continue to receive reimbursements of food costs associated with the daily operations of the early care and education children's centers for the 2019-20 year. Expected receipts of funds are included in the department's FY 2019-20 budget.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: CSB (925)
681-6389

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

By: , Deputy

cc: Nasim Eghlima, Sam Mendoza

BACKGROUND:

The Community Services Bureau of the Employment and Human Services Department participates in the State of California's Child and Adult Care Food Program (CACFP) to provide daily nutritious meals and snacks for the department's 14 early care and education centers. The submission of the renewal application is essential to continued food service operations. The renewal re-certifies the County for the food program and makes the County eligible to receive reimbursement for food costs in the preparation of meals and snacks for 1,000 children.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Department will be unable to seek reimbursement for food program costs.

CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the Employment and Human Services Department's Food Services program supports two of Contra Costa County's community outcomes: "Children Ready for and Succeeding in School" and "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: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: Wells Fargo Foundation Funding for Small Business Development Center Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board, to accept a grant in the amount of \$20,000 from Wells Fargo Foundation for Small Business Development Center services to low-to-moderate income individuals for the period January 1, 2020 through December 31, 2020

FISCAL IMPACT:

County to receive grant funding in the amount of \$20,000 from the Wells Fargo Foundation. No County match is required.

BACKGROUND:

The Workforce Development Board promotes a workforce development system that meets the needs of businesses, job seekers, and workers to support a strong and vibrant economy in Contra Costa County. This grant funding will be used to provide the Workforce Development Board with Small Business Development Center services. These services will identify and execute outreach to low-to-moderate income individuals, and supply these County residents with group and individuals education, training and guidance. The goals are to improve workforce development, job creation, sustainability and self sufficiency.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Elaine Burres
608-4960

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

By: , Deputy

cc: Robert Campbell, Auditor-Controller

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, Small Business Development Center services would not be expanded.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Amendment Agreement #29-808-2 with the City of Martinez

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #29-808-2 with the City of Martinez to increase the amount payable to the County by \$88,473 from \$154,370 to a new total of \$242,843 and extend the termination date from June 30, 2019 to June 30, 2020 for provision of homeless outreach services for the Coordinated Outreach, Referral and Engagement (CORE) Program.

FISCAL IMPACT:

Approval of this Amendment Agreement will allow the County to receive an additional amount not to exceed \$88,473 from the City of Martinez to provide homeless outreach services. A 32% County match is required.

BACKGROUND:

The CORE Program services locate and engage homeless clients throughout Contra Costa County. CORE teams serve as an entry point into the County's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Lavonna Martin,
925-608-6701

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

individuals and families.

On April 18, 2018, the Board of Supervisors approved Agreement #29-808, as amended by Amendment Agreement #29-808-1, to receive funds from the City of Martinez for homeless outreach services for the CORE Program, for the period from July 1, 2018 through June 30, 2019, which included agreeing to indemnify the City for claims arising out of the County's performance under the Agreement.

Approval of Amendment Agreement #29-808-2 will allow County to receive additional funds from the City of Martinez to continue providing homeless outreach services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Amendment Agreement #29-605-2 with the City of Pleasant Hill

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #29-605-2 with the City of Pleasant Hill to increase the amount payable to the County by \$88,473 from \$154,370 to a new total of \$242,843 and extend the termination from June 30, 2019 to June 30, 2020 for homeless outreach services for the Coordinated Outreach, Referral and Engagement (CORE) Program.

FISCAL IMPACT:

Approval of this Amendment Agreement will allow the County to receive an additional amount not to exceed \$88,473 from the City of Pleasant Hill to provide homeless outreach services. A 32% County match is required.

BACKGROUND:

The CORE Program will provide homeless outreach services aimed at identifying unsheltered homeless individuals, transitioned aged youth and families living outside and in locations not meant for human habitations.

On March 21, 2017, the Board of Supervisors approved Grant Agreement #29-605, as amended by Amendment Agreement #29-605-1, with the City of Pleasant Hill to receive funds for the operation

APPROVE
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 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019**
 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: September 10, 2019

Contact: Lavonna Martin,
925-608-6701

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

of CORE Program, for the period from March 1, 2017 through June 30, 2019, which included agreeing to indemnify the City for claims arising out of the County's performance under the Agreement.

Approval of Amendment Agreement #29-605-2 will allow County to receive additional funds from the City of Pleasant Hill to continue providing outreach services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this Amendment Agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Agreement #29-807-4 with the City of Pittsburg

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #29-807-4 with the City of Pittsburg, to pay the County an amount not to exceed \$13,184 to provide homeless outreach services for the Coordinated Outreach, Referral and Engagement (CORE) Program, for the period from July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Approval of this agreement will allow the County to receive an amount not to exceed \$13,184 from the City of Pittsburg to provide homeless outreach services. No County funds required.

BACKGROUND:

On October 17, 2017, the Board of Supervisors approved Agreement #29-807-2, as amended by Administrative Agreement #29-807-3, to receive funds from the City of Pittsburg for the provision of the CORE Program which locates and engages homeless clients throughout Contra Costa County, for the period from July 1, 2018 through June 30, 2019. The CORE teams serve as an entry

APPROVE
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 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Lavonna Martin,
925-608-6701

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

By: , Deputy

cc: L Walkerl, M Wilhelm

BACKGROUND: (CONT'D)

point into the County's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families.

Approval of Agreement #29-807-4 will allow County to receive funds from the City of Pittsburg to continue providing homeless outreach services, through June 30, 2020. The County is agreeing to indemnify and hold harmless the City for claims arising out of County's performance under this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #23-430-4 with John Muir Health

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-430-4, which contains mutual indemnification language with John Muir Health, to act as a designated center to assist patients who have been assessed by ambulance personnel with a cardiac condition known as ST-Elevation Myocardial Infarction (STEMI), for the period from September 1, 2019 through August 31, 2022.

FISCAL IMPACT:

Contractor will pay County a fee of \$7,500 per year to offset the costs of County's oversight activities. There is no general fund impact.

BACKGROUND:

In collaboration with hospitals, first-responders, and transport agencies, Contra Costa County's Emergency Medical Services (EMS) Agency implemented a program designating hospitals as STEMI receiving centers. The designated centers will provide the most advanced

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Patricia Frost,
925-313-9560

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

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

and rapid care for patients with heart attacks known as STEMI by unblocking arteries in the heart in a rapid fashion.

Heart attacks represent a major cause of death and disability in the United States, affecting over 610,000 persons annually. This kind of heart attack occurs among 2.5% to 5% of patients with chest pain or other cardiac symptoms. The number of STEMIs identified by Contra Costa EMS providers are estimated to be in the range of 100-150 patients per year.

On August 2, 2016, the Board of Supervisors approved Contract #23-430-3 with John Muir Health, Inc. (dba John Muir Health Walnut Creek Campus), to act as a designated STEMI receiving center to provide specialized treatment for STEMI patients with a cardiac condition, through August 31, 2019.

Approval of Contract #23-430-4 will allow the Contractor to continue providing services through August 31, 2022. This Contract includes agreeing to hold each party harmless from any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, this designated STEMI receiving center would be disrupted and patients with life threatening cardiac conditions could experience delays in definitive care increasing the risk of permanent disability or death.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #23-437-4 with San Ramon Regional Medical Center, LLC (dba San Ramon Regional Medical Center)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-437-4, which contains mutual indemnification language, with San Ramon Regional Medical Center, LLC (dba San Ramon Regional Medical Center), to act as a designated center to assist patients who have been assessed by ambulance personnel with a cardiac condition known as ST-Elevation Myocardial Infarction (STEMI), for the period from September 1, 2019 through August 31, 2022.

FISCAL IMPACT:

Contractor will pay County a fee of \$7,500 per year to offset the costs of County's oversight activities. There is no general fund impact.

BACKGROUND:

In collaboration with hospitals, first-responders, and transport agencies, Contra Costa's Emergency Medical Services (EMS) Agency implemented a program designating hospitals as STEMI receiving centers. The designated centers will provide the most advanced and rapid

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Patricia Frost,
925-313-9560

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

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

care for patients with heart attacks known as STEMI by unblocking arteries in the heart in a rapid fashion.

Heart attacks represent a major cause of death and disability in the United States, affecting over 610,000 persons annually. This kind of heart attack occurs among 2.5% to 5% of patients with chest pain or other cardiac symptoms. The number of STEMIs identified by Contra Costa EMS providers are estimated to be in the range of 100-150 patients per year.

On August 2, 2016, the Board of Supervisors approved Contract #23-437-3 with San Ramon Regional Medical Center to act as a designated STEMI receiving center to provide specialized treatment for STEMI patients with a cardiac condition, through August 31, 2019.

Approval of Contract #23-437-4 will allow the Contractor to continue providing services through August 31, 2022. This Contract includes agreeing to hold each party harmless from any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, this designated STEMI receiving center would be disrupted and patients with life threatening cardiac conditions could experience delays in definitive care increasing the risk of permanent disability or death.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 10, 2019

Subject: Housing Opportunities for Persons with HIV/AIDS Funding Agreement between the City of Oakland and the County of Contra Costa

RECOMMENDATION(S):

1. APPROVE the allocation of the 2019 Housing Opportunities for Persons with HIV/AIDS funds as follows: \$772,170 for housing development, and \$58,120 for program administration; and
2. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to enter into a fiscal year 2019 funding agreement with the City of Oakland that authorizes the County to administer \$830,290 in Housing Opportunities for Persons with HIV/AIDS funds for housing and supportive services for low-income persons with HIV/AIDS, for the period July 1, 2019 through June 30, 2022.

FISCAL IMPACT:

No General Fund impact. Housing Opportunities for Persons with HIV/AIDS (HOPWA) funds are provided through the U.S. Department of Housing and Urban Development (HUD) to the City of Oakland, as administering agent. Consistent with HOPWA regulations, \$58,120 is designated to cover staff costs associated with program administration.

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA NUMBER):

Housing Opportunities for Persons with HIV/AIDS Program - 14.241

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Kristin Sherk
925-674-7887

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND:

The National Affordable Housing Act (Public Law 101-625, approved November 28, 1990) authorizes the Housing Opportunities for Persons with HIV/AIDS Program (HOPWA) to provide states and localities with resources to devise long-term comprehensive strategies for meeting the housing needs of persons with HIV/AIDS and related diseases.

The City of Oakland (City) is the HOPWA grant recipient for Alameda and Contra Costa counties. The City allocates HOPWA funds between the counties based on the number of HIV/AIDS cases. Approval of a funding agreement with the City will provide \$830,290 in FY 2019 funds to the County. These funds may be used for site acquisition, rehabilitation and new construction of affordable housing; supportive services; housing information services; rent, mortgage and utility subsidies; and certain other housing related activities for low-income persons with HIV/AIDS in both incorporated and unincorporated areas of the County.

County staff from the Department of Conservation and Development (DCD) and staff from the Health Services Department (HSD) coordinate periodically to identify and address the housing-related service needs of low-income persons with HIV/AIDS in Contra Costa County. Funding allocations for both housing development and services are based on factors such as client needs and timely expenditure of HOPWA funds. The recommended allocations for 2019 reflect DCD's program administration costs (\$58,120), and the remainder is allocated for housing development for persons with HIV/AIDS (\$772,170). The Contra Costa Consortium (County staff and staff from the cities of Antioch, Concord, Pittsburg, and Walnut Creek) will make recommendations to the Board of Supervisors at a later date on the project specific component of funding for housing development.

DCD allocated the HSD HIV/AIDS Division an award of HOPWA funding to allow for the continuation of the services for the period of July 1, 2018 - June 30, 2020 from FY 2018/19. Therefore, no award of HOPWA funds to HSD HIV/AIDS Division is recommended for FY 2019/20. HSD HIV/AIDS program activities include housing advocacy and housing information services, including client intake, housing needs assessment, assistance with locating affordable housing, assistance with housing-related benefit applications, development and implementation of client housing plans, emergency assistance funds, follow-up to ensure receipt of benefits and housing, and referral to other services. In FY 2019/20, HSD will continue a Short Term Rental Mortgage and Utility Assistance Program (STRMU) as part of a homeless prevention strategy, intended to reduce the risks of homelessness and to improve access to health care and other needed support. STRMU will involve efforts to restore client self-sufficiency and future independence from housing support by the end of the program's term. This will be accomplished through the use of time-limited housing assistance payments for eligible individuals and by the creation of individual housing service plans that include an assessment of current resources and the establishment of long-term goals for recipient households.

The Department of Conservation and Development requests that the Board of Supervisors approve the recommended allocations and attached Funding Agreement in its substantially final form, which has been approved by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the FY 2019 HOPWA Funding Agreement with the City of Oakland, the County would not receive and administer \$830,290 in HOPWA funds, and low-income persons with HIV/AIDS in the County would lose vital housing and supportive services.

ATTACHMENTS

2019 HOPWA Funding Agreement

**FUNDING AGREEMENT BETWEEN
THE CITY OF OAKLAND AND CONTRA COSTA COUNTY
FOR THE 2019 HOPWA PROGRAM**

This funding agreement ("Agreement") is dated July 1, 2019, and is between the City of Oakland, a municipal corporation (the "City"), and CONTRA COSTA COUNTY, a political subdivision of the State of California, (the "County" or "Project Sponsor").

Grant Number: CAH18F001

RECITALS

- A. The City has received Housing Opportunities for Persons with AIDS Program funds from the United States Department of Housing and Urban Development ("HUD"), identified as #14.241 in the Catalog of Federal Domestic Assistance, pursuant to the HOPWA Program (the "HOPWA Funds"). The HOPWA Funds must be used in accordance with 24 C.F.R. Section 574 et seq.
- B. The County is a project sponsor under the HOPWA Program. The City and the County desire that the County receive and administer **\$830,290** of the HOPWA Funds on the City's behalf (the "HOPWA Allocation").
- C. The Oakland City Council passed Resolution Number 87729 and 87730 C.M.S. authorizing this agreement with Project Sponsor for the HOPWA Program.
- D. Using the selection process set forth in Schedule A, the County will contract with one or more nonprofit housing developers (each a "Developer") and service providers (each a "Sub-recipient") to carry out projects that result in housing development, supportive services, and/or homeless prevention activities for persons with HIV/AIDS. The County will also monitor the Sub-recipients' and Developers' performance under the contract(s).

The parties therefore agree as follows:

AGREEMENT

1. PERFORMANCE PERIOD

The term of this Agreement begins July 1, 2019 and ends June 30, 2022.

2. FUNDING AMOUNT

The HOPWA Allocation shall not exceed **\$830,290**.

3. PROJECT SELECTION; BUDGET; DEVELOPERS/SUB-RECIPIENTS

The County shall select projects to be undertaken (“Activities”) pursuant to this Agreement in accordance with the priority-setting and selection process set forth in Schedule A. A list of Developers, Sub-recipients and Activities approved by both the City and the County will be attached to this Agreement as Schedule A-1 once the list is approved by both the City and the County, which Schedule A-1 shall immediately form part of this Agreement. The County shall use the HOPWA Allocation in accordance with the budget set forth in Schedule B. The HOPWA Allocation may only be used for activities (i) identified in Schedule A-1 that are carried out by the corresponding Developers or Sub-recipients identified on Schedule A-1 and (ii) consistent with the activities described in Section 7 – Use of Funds, below. Amounts received from this Agreement may not be used to replace other amounts made available or designated by State or local governments.

4. CONTRACTING

Prior to the execution of any proposed contract in connection with this Agreement, the County shall submit to City a staff report allocating funds and describing the proposed Activities to be funded. The City reserves the right to review and approve the contract, and will provide any comments within 15 days of receipt. Following the execution of any contract by the County in connection with this Agreement, the City reserves the right to monitor the performance of the Sub-recipient and/or Developer under the contract to ensure that the County appropriately administers and monitors said contracts.

5. FUNDING DISTRIBUTION

The County shall distribute the HOPWA Allocation to Sub-recipients and Developers in the County of Contra Costa.

6. PROGRAM REQUIREMENTS

The County is responsible for ensuring that Sub-recipients and Developers comply with all HOPWA Program requirements, as set forth in 24 CFR Part 574, the AIDS Housing Opportunity Act, as amended by the Housing and Community Development Act of 1992, and any other program requirements imposed by HUD. The relevant requirements are hereby incorporated into this Agreement by reference. The County will ensure all Activities are carried out in compliance with the following federal laws and regulations:

- a. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24;
- b. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-

4856), and implementing regulations at 24 CFR Part 35;

- c. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.); and
- d. the Coastal Barrier Resources Act, 16 U.S.C. 3501
- e. Applicability of OMB Circulars (24 CFR Part 574, Subpart G, 574.605)

7. USE OF FUNDS

Subject to applicable requirements described in HOPWA regulation Title 24 C.F.R. sections 574.310, 574.320, 574.330, and 574.340, HOPWA Allocation is meant to assist all forms of housing designed to assist Low Income Persons with HIV/AIDS, including preventing homelessness, providing emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. Appropriate supportive services, as required by section 574.310(a), must be provided as part of any HOPWA-assisted housing, but the County may use the HOPWA Allocation to provide services independent of any housing activity. The County shall ensure that the HOPWA Allocation is used only for HOPWA-eligible activities as approved by the City identified in Schedule A-1 and that fall under one or more of the following activity categories:

- a. Housing information services including, but not limited to, providing counseling, information and referral to assist an eligible person to locate, acquire, finance and maintain housing. This may include Fair Housing counseling for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap;
- b. Resource identification to establish, coordinate and develop housing assistance resources (preliminary research, determining feasibility of specific housing related initiatives).
- c. Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services.
- d. New construction (SROs and community residences only).
- e. Project or tenant-based rental assistance, including assistance with shared housing arrangements.
- f. Short-term rent, mortgage, and utility payments to prevent homelessness.
- g. Supportive services including, but not limited to health, mental health assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required,

and assistance in gaining access to local State and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals;

- h. Operating costs for housing, including maintenance, security, operation, insurance, utilities, furnishings, equipment and other incidental costs.
- i. Technical assistance in establishing and operating a community residence, including planning and other predevelopment or pre-construction expenses and outreach and education regarding HIV/AIDS to persons residing in close proximity.

8. MONITORING AND REPORTING

The County shall conduct an ongoing assessment of the housing assistance and supportive services provided by the Sub-recipients and Developers with the HOPWA Allocation. The County shall conduct the reasonable and necessary recordkeeping and reporting activities described below for the purpose of carrying out the City's HOPWA program in an effective and efficient manner. Where appropriate, reports and records shall include client race and ethnic data.

- a. The County shall provide quarterly reports to the City. Quarterly reports shall include all required data and narrative updates of HOPWA activities listed in Schedule A-1 to report to HUD regarding HOPWA activities through the Integrated Disbursement and Information System (IDIS) and the Consolidated Annual Performance & Evaluation Report (CAPER). Quarterly reports are due thirty days following the end of each of the first three quarters of the fiscal year, on October 30, January 30, and April 30.
- b. The County shall submit annual reports to the City not later than July 31 of each year. Annual reports are to be submitted using HUD's HOPWA Consolidated Annual Progress & Evaluation Report-CAPER – *form HUD-40110-D, form HUD-60002*, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Person and the HOPWA Beneficiary Verification form.

Reporting requirements and the CAPER & Beneficiary Verification forms can be accessed at the following sites:

<https://www.onecpd.info/resource/1011/hopwa-caper-form-hud-40110-d/> and
<http://www.hudhre.info/documents/HOPWACAPERBeneficiaryVerification.doc>

- c. The County shall conduct ongoing assessment of service provided by Sub-recipients and Developers. County may monitor those Sub-recipients and Developers who continue to provide the same or similar services each year and have not had any audit findings in the preceding year every other year, but at least every third year. By May

30th of each year, County shall develop a preliminary monitoring schedule for the next fiscal year. The County shall use a risk assessment tool to determine which Sub-recipients and Developers will be monitored. Existing Sub-recipients and Developers that have the highest number of risk factors, as determined by the County, along with new Sub-recipients and Developers that have never been monitored by the County, will be given the highest priority for monitoring. Sub-recipients and Developers with multiple findings during initial monitoring should be monitored by the County annually throughout the term of the contract. The City and County shall monitor Sub-recipients and Developers as required by HUD.

- d. The County shall retain all project files, financial records, and any other documents related to this Agreement for a period of four (4) years from the date of the final annual report of this Agreement, except in the following cases:
 - a. If any litigation, claim, or audit is started before the expiration of the 4-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - b. When the County is notified in writing by the City to extend the retention period.
 - c. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.
- e. The City shall monitor and evaluate County's performance under this Agreement to determine compliance with this Agreement and HOPWA requirements. The County shall cooperate with the City and any federal auditors authorized by the City and shall provide reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

9. ADMINISTRATIVE EXPENSES

The County may use up to seven percent (7%) of the funds allocated to a particular project ("Project Activity Funds") for Project Sponsor administrative expenses. The amounts designated as administrative funds in the Budget are to be used as administrative expenditures related to carrying out the HOPWA program activities, housing, and services described in this Agreement in compliance with 24 C.F.R. § 574.500 and 2 CFR§ 200.

10. METHOD OF PAYMENT

The County may submit requests for payment to the City no more than once per month and not less than once per quarter. When submitting a request for payment, the County shall use the Request for Payment form. Each Request for Payment form will include a

summary of the funds expended, by budget category and Sub-recipients and Developers, for the months for which funds are requested.

The County shall retain, for review by the City, documentation to support the funding requested. In order to receive payment, each request must be substantiated by documentation reasonably sufficient to support the payment requested by the County including documentation of rate and hours for staff and consultant and invoices for non-personnel costs. The County shall grant access to representatives of the City to any supporting documentation within seven days after receipt of a written request by the City.

Any income generated by the County from the use of HOPWA Funds governed by this Agreement shall be considered HOPWA program income. All HOPWA program income shall be retained by the County for the term of this Agreement. The use of all HOPWA program income is reserved specifically for HOPWA-eligible Activities listed in Schedule A-1 and is subject to the terms of this Agreement. Any program income held by the County at the time of the Request for Payment will be used to reduce the total amount disbursed to the County.

Funds disbursed to the County may not exceed the amount set forth in the Budget attached as Schedule B or the amount of the HOPWA Allocation as set forth in section 2 herein. The City shall verify and approve requisitions and required supporting data for accuracy and programmatic compliance prior to payment. Relevant reports and documents are to be submitted as required within the context of this Agreement. The County's failure to comply with these requirements will cause a delay in payment and could result in termination of the Agreement. The City shall be responsible for the IDIS system, setting up all projects and activities, and tracking budgets in the HUD system. The City shall draw funds as required for timely reimbursement. The County shall assist the City in IDIS management as needed and as requested by City.

All authorized financial obligations incurred in the performance of this Agreement must be reported to the City within sixty (60) days of the expiration of the Performance Period under the Agreement, as such period may be adjusted from time to time. No claims submitted after the sixty-day period shall be recognized as binding upon the City for reimbursement. Any financial obligation and/or debts incurred by the County and not reported to the City within the sixty-day period may become the sole liability of the County, and the City may be relieved of any and all responsibilities unless there is a justifiable cause and valid reason of delayed submission.

11. AUDIT REPORT

In addition to the reporting requirements listed in Section 8 – Monitoring and Reporting, the County shall commission an independent auditing firm to prepare and file with the City an annual audit report for the County's Housing and Community Development department (HCD) for each year during the term of this Agreement. The County's failure to submit the audit report may result in the termination of this Agreement.

The audit report shall be submitted to the City by March 30th of each year during the term of this Agreement. The audit report shall be made in accordance with the provisions of 200 CFR Subpart F. The City will use the audit report to determine whether:

1. The financial statements of the HCD present fairly its financial position and the results of its operations in accordance with generally accepted accounting principles.
2. The HCD has (i) an internal control structure to provide reasonable assurance that the HCD is managing Federal awards in compliance with applicable laws and regulations, and (ii) controls that ensure compliance with laws and regulations that could have a material impact on the HCD's financial statements.
3. The HCD has complied with laws and regulations for the HOPWA Program that may have a direct and material effect on the HCD's financial statements.

The County shall also submit any internal control monitoring (or audit) conducted for HCD during the term of this Agreement to the City. The County shall require Sub-recipients and Developers with which the County contracts in connection with this Agreement to meet the same audit requirements set forth in this Section 11.

12. INDEMNITY

The County shall indemnify and hold the City, its Councilmembers, officials, directors, employees, and agents harmless from any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) that the City may incur as a result of (i) the improper use of HOPWA Allocation by the County, (ii) the County's failure to perform its obligation to monitor the use of HOPWA Allocation under this Agreement, or (iii) any demand by HUD to the City for reimbursement of any HOPWA Allocation to the extent such demand is based on the negligent acts or omissions or willful misconduct of the County in the performance of its obligations under this Agreement. The duty of the County to indemnify includes the duty to defend the City in any court action, administrative action, or other proceeding brought by any third party, including HUD, to the extent such action or proceeding arises as a result of the County's sole negligence or willful misconduct in the performance of its obligations under this Agreement. The County's duty to indemnify shall survive the term of this Agreement.

The County shall require each Sub-recipient and Developer to indemnify and defend the City to the same extent and in the same manner as described in the first paragraph of this Section 12 from the consequences of the Sub-recipient's and Developer's negligent acts or omissions or willful misconduct in the performance of its obligations under contracts entered into in connection with this Agreement.

The City shall indemnify and defend the County to the same extent and in the same manner as described in the first paragraph of this Section 12 from the consequences of the City's negligent acts or omissions or willful misconduct in the performance of its

obligations under this Agreement.

The party with the obligation to indemnify pursuant to this Section 12 shall pay the indemnified parties as soon as practicable following the determination of the amount due.

13. PROMPT PAYMENT

This Agreement is subject to the Prompt Payment Ordinance codified in Chapter 2.06 of the Oakland Municipal Code. Under said Ordinance, the City must disburse grant funds to a Project Sponsor within 20 business days after receipt of an undisputed request for payment. An undisputed request for payment is a request for payment that is not a "disputed invoice" within the meaning of the Prompt Payment Ordinance. Under the ordinance, a "disputed invoice" is an invoice or request for payment that is either (1) improperly executed by Project Sponsor, (2) contains errors, (3) requires additional evidence to determine its validity, and/or (4) contains expenditures or proposed expenditures that are ineligible or that do not otherwise comply with reimbursement or disbursement requirements of the City or another grant funding source. If a request for payment is "disputed," the payment/disbursement shall not be subject to late penalties until the dispute is resolved. In the event a request for payment is disputed, the City shall notify the Project Sponsor and the City's Liaison (as defined in the Prompt Payment Ordinance) in writing within five business days of receiving the disputed request for payment that there is a bona fide dispute, in which case the City shall withhold the disputed amount and may withhold the full amount if the funding source for the grant requires that the disputed expenditures be fully resolved prior to any disbursement of grant funds. If the funding source for the grant requires its review and approval before payments are made to a Project Sponsor, this period shall be suspended for any period of review by said agency. If any amount due by the City to be disbursed to a Project Sponsor pursuant to this Agreement is not timely paid in accordance with the Prompt Payment Ordinance, the Project Sponsor is entitled to interest penalty in the amount of 10% of the improperly withheld amount per year for every month that payment is not made, provided that the Project Sponsor agrees to release the City from any and all further claims for interest penalties that may be claimed or collected on the amount due and paid. Grant recipients that receive interest penalties for late payment pursuant to the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

The Prompt Payment Ordinance further requires that, unless specific exemptions apply, a Project Sponsor shall pay undisputed invoices of its subcontractors for goods and/or services within 20 business days of submission of invoices unless the Project Sponsor notifies the City's Liaison in writing within five business days that there is a bona fide dispute between the Project Sponsor and claimant, in which case the Project Sponsor may withhold the disputed amount but shall pay the undisputed amount. Disputed payments are subject to investigation by the City's Liaison and, upon the filing of a complaint, the Project Sponsor, if opposing payment, shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If the Project Sponsor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next grant payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to

claimants for valid claims. A Project Sponsor is not allowed to retain monies from subcontractor payments for goods as project retention, and is required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five business days of payment. For the purpose of posting on the City's website, the Project Sponsor is required to file notice with the City of release of retention and payment of mobilization fees, within five business days of such payment or release. In addition, the Project Sponsor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five business days following receipt of payment from the City. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each.

14. INVESTIGATION AND/OR DISCIPLINE DISCLOSURE

Project Sponsor and any and all Sub-recipients and Developers shall submit information concerning any investigations and/or discipline imposed by any state or federal authorities by completing Schedule V – Affidavit of Non-Disciplinary or Investigatory Action and Schedule Z – Certification of Debarment and Suspension.

15. INSURANCE

Unless a written waiver is obtained from the City's Risk Manager, County must provide the insurance listed in the City of Oakland **Insurance Requirements** attached hereto as **Schedule Q** and incorporated herein by reference.

16. SUSPENSION AND TERMINATION

This Agreement may be terminated by either party if the City and County mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

If, through any cause, the County shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the County violates any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the County of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, the County shall be entitled to receive reimbursement for any eligible work completed subject to the limitations of this Agreement.

The City's obligations under this Agreement are contingent upon the availability of funds from the funding source for this Agreement. The City may terminate this Agreement on 30 days' written notice to County without further obligation if said funding is withdrawn or otherwise becomes unavailable for continued funding of the Agreement. After termination of this Agreement the City shall pay all amounts due to the County under this Agreement within 30 days of receipt of invoice from County.

17. NON-DISCRIMINATION AND EQUAL EMPLOYMENT PRACTICES

County shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, County agrees as follows:

- a. County and Sub-recipients and Developers, shall not discriminate against any employee or applicant for employment because of actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or military status. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. County and Sub-recipients and Developers shall state in all solicitations or advertisements for employees placed by or on behalf of County that all qualified applicants will receive consideration for employment without regard to actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry, national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or military status.
- c. County shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d. If applicable, County will send to each labor union or representative of workers with whom County has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of County's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. EQUAL BENEFITS ORDINANCE

This Agreement is subject to the Equal Benefits Ordinance codified in Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Project Sponsors between

employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The ordinance shall only apply to those portions of a Project Sponsor's operations that occur (1) within the City of Oakland; (2) on real property outside the City of Oakland if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or Sub-recipients and Developers of any contract with Project Sponsor.

The Equal Benefits Ordinance requires among other things, submission of the Equal Benefits-Declaration of Nondiscrimination attached and incorporated herein as Schedule N-1.

19. LIVING WAGE ORDINANCE

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$14.35 with health benefits or \$16.47 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, contractor shall pay adjusted wage rate.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.12 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that

accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- e. Contractor shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Division of Contracts and Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Division of Contracts and Compliance.

20. LITIGATION, PENDING DISPUTE, AND OTHER DISCLOSURES

Project Sponsor shall promptly give notice in writing to the City of any litigation pending or threatened against Project Sponsor regarding Project Sponsor's activities conducted pursuant to this Agreement in which the amount claimed is in excess of \$50,000. Project Sponsor shall disclose, and represents that it has disclosed, any and all pending disputes with the City regarding Project Sponsor's activities conducted pursuant to this Agreement

prior to execution of this Agreement on **Schedule K**, incorporated herein by reference. Failure to disclose pending disputes as referenced herein prior to execution of this Agreement shall be a basis for termination of this Agreement.

The County shall provide written notice to the City within five (5) days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

21. NOTICE

If either party desires or is required to give notice to the other, such notice shall be given in writing, or via electronic mail and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

HOPWA Formula Grantee

City of Oakland

Human Services Department – Community Housing Services Div.

150 Frank H. Ogawa Plaza, Suite 4340

Oakland, CA 94612

Attn: Lara Tannenbaum

Ltannenbaum@oaklandnet.com

DUNS/ HOPWA CFDA: 137137977/ 14.241

County Project Sponsor

Contra Costa County

Department of Conservation and Development

30 Muir Road

Martinez, CA 94553

Attn: Kristin Sherk

Kristin.sherk@dcd.cccounty.us

DUNS/ HOPWA CFDA: 139441955/ 14.241

Any party to this Agreement may change the name or address of representatives for purpose of paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

22. AMENDMENT

This Agreement may only be amended through a written amendment executed by both the City and the County.

23. POLITICAL PROHIBITION

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging

in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

24. RELIGIOUS PROHIBITION

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

25. CONFLICT OF INTEREST

- a. County certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- b. County warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. County shall exercise due diligence to ensure that no such official will receive such an interest.
- c. County further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by County to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in County or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in (a) any for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income totaled more than \$500, or value of the gift totaled more than \$470 the previous year. County agrees to promptly disclose to the City in writing any information it may receive concerning any such potential conflict of interest. County's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- d. County shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.
- e. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.
- f. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, County understands and agrees that, if the City reasonably determines that a conflict of interest, as described in this section, exists, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by County to the City of any amounts disbursed under this Agreement

26. VALIDITY OF CONTRACTS

This Agreement shall not be binding or of any force or effect until it is approved for form and legality by the Office of the City Attorney and signed by the City Administrator or his or her designee.

27. GOVERNING LAW

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

28. WAIVER

Any waiver by the City of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the City. No waiver should be implied from any delay or failure by the City to take action on any breach or event of default of County or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to County to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by County should not be construed to be a consent to any other act or omission or to waive the requirement for the City's written consent to future waivers.

29. OTHER AGREEMENTS

County represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement.

30. SEVERABILITY/PARTIAL INVALIDITY

If any term or provision of this Agreement, or the application of any term or provision

of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

31. COMMENCEMENT, COMPLETION, CLOUSE-OUT

It shall be the responsibility of County to coordinate and schedule the Work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement. Any time extension granted to County to enable County to complete the Work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement. Should County not complete the Work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, County shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of County to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by County.

32. CONSENTS AND APPROVALS

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

33. INCONSISTENCY

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

34. COUNTERPARTS

This Agreement may be signed in multiple counterparts, which, when signed by all parties, will constitute a binding agreement.

35. EXHIBITS

The following exhibits and schedules are attached to this Agreement and are hereby incorporated herein by reference:

- Schedule A: Scope of Work
- Schedule A-1: Approved Developers, Sub-recipients & Activities
- Schedule B: Budget
- Schedule C-1: Compliance with ADA
- Schedule K: Pending Dispute Disclosure Form
- Schedule N: Declaration of Compliance with Living Wage
- Schedule N-1: Equal Benefits, Declaration of Nondiscrimination
- Schedule Q: Insurance Requirements
- Schedule Z: Certification regarding Debarment and Suspension

36. APPROVAL

If the terms of this Agreement are acceptable to County and City, sign and date below.

[SIGNATURES ON FOLLOWING PAGE]

The City and the County are signing this Agreement as of the date set forth in the introductory paragraph.

CITY OF OAKLAND
A Municipal Corporation

By: _____
City Administrator Date

ADMINISTERING AGENCY APPROVAL FOR FOWARDING
Human Services Department

By: _____
Director, Human Services Department Date

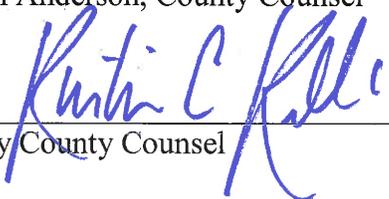
APPROVED AS TO FORM AND LEGALITY

By: _____
City Attorney's Office
Resolution No.: 87729 C.M.S. and 87730 C.M.S.

COUNTY OF CONTRA COSTA
A Political Subdivision of the State of California

By: _____
Date
John Kopchik, Director
Department of Conservation and Development

APPROVED AS TO FORM
Sharon Anderson, County Counsel

By:  _____
Deputy County Counsel

SCHEDULE A

PRIORITY SETTING AND SELECTION PROCESS

The County, in consultation with the City as laid out below, shall allocate and award the HOPWA allocation received under this contract to Sub-recipients and Developers to carry out HOPWA-eligible activities within the County's jurisdiction, and shall monitor and report on the results. This work shall be carried out consistent with the following requirements:

1. Consolidated Planning Process

The City prepares a Consolidated Plan and an annual Action Plan as a requirement for participation in certain federal housing programs funded through the U.S. Department of Housing and Urban Development, including the HOPWA program. The County will coordinate the development of such information as is required to substantially complete all narratives, tables and other sections related to HOPWA funds and activities, unmet HIV/AIDS housing and supportive service needs, and priorities and strategies within the County, and provide this information to the City in a format to be determined by the City. The City shall present the County with a schedule of needed information well in advance of deadlines, and shall closely coordinate on compiling required information.

The City will include the County's HOPWA priorities and contemplated allocation of resources among eligible funding categories in the Consolidated Plan and/or Annual Plan.

2. Establishment of Priorities

In consultation with the City and other stakeholders in the community, the County will recommend priorities for the HOPWA funds, categories for funding, and a method and schedule for awarding funds within the County.

In preparing these recommendations the County will use, but is not limited to, information from the following sources and planning documents:

- The most recent HOPWA or HIV/AIDS housing needs assessment;
- The most recent Oakland Transitional Grant Area (TGA) HIV/AIDS Health Services Comprehensive Plan (the "Comprehensive Plan"), required for participation in programs funded through the U.S. Department of Health and Human Services' Ryan White Program.
- The Continuum of Care Plan, 10-year Plan or other plans adopted by the Board of Supervisors to address homelessness and housing crises in the County, and any updates or addenda to this Plan.
- Other relevant documents or needs assessments related to housing needs, homelessness, HIV/AIDS prevalence and related matters.

The County's recommendations will take into consideration the priorities of the community as expressed in any comprehensive HIV/AIDS housing needs assessment, and shall endeavor to incorporate recommendations from relevant homeless or housing plans, changes in the HIV/AIDS epidemic that may change the demand for HIV/AIDS housing and related services, and priorities established by complementary funding streams which HOPWA funds may be used to leverage.

3. Consultation with Local HIV/AIDS Advisory Bodies:

The County shall, either in the creation of a comprehensive needs assessment as referenced above, or through other means of consultation, consult with the following agencies: the County department with responsibility for HIV/AIDS care, the HIV/AIDS Planning Council, which sets priorities for Ryan White funding; with the cities and/or entitlement jurisdictions that participate in county-level housing planning; public and private organizations involved in the provision of housing and services to persons living with HIV/AIDS; and other local interest groups.

4. Public Meetings

The County will strive to encourage persons with HIV/AIDS, their families and advocates to express their views and ideas of what they perceive as community development and housing needs in the County through the above mentioned priority-setting processes.

The County will include a discussion of HOPWA in its meetings for its Annual Action Plan. Meeting participants will be provided with information about the HOPWA program, amount of HOPWA funds available, eligible activities, and the application process.

In addition, the County shall cause an annual meeting to be held for coordination of HIV/AIDS programs. County shall ensure that the annual meeting is widely publicized and open to the public. The annual public meeting will be held to advise residents and nonprofit organizations of program requirements and processes to be followed in developing and approving applications for federal grant programs, including HOPWA.

County shall provide meeting participants with information about the HOPWA program, funds available for both housing and community development activities and for planning and administrative activities. County shall make information available to citizens, public agencies, and other interested parties, including the specific amount of assistance the County expects to receive and the range of eligible activities that may be undertaken. County shall publish this information in the non-legal section of one or more newspapers of general circulation at least thirty (30) days prior to the date applications for funding are due. The City may conduct additional public meetings at various stages of the funding process. Meetings will be scheduled at times and locations that permit broad participation by very low and low-income persons. When needed or upon request, translators will be made available for non-English speaking attendees and the hearing-impaired.

5. Recommendations for Funding Categories and Allocations

Based on HOPWA priorities established through the consultative process described above, the County will develop recommendations concerning the amount of HOPWA funds to be allocated to each eligible funding category. The County will present these recommendations to the City for its review and comment. City approval will depend on the County's proposal being: (a) consistent with the City's established community priorities, and (b) eligible for receipt of HOPWA funds in accordance with HOPWA regulations and guidance.

6. Competitive Application Process

HOPWA funds will be allocated to eligible activities consistent with the established funding priorities through one or more competitive application processes seeking program Sub-recipients and Developers to work directly with people living with HIV/AIDS. The City may participate in this process as an observer and may provide technical assistance. The County will host public meetings to discuss the use of HOPWA funds in the County's jurisdiction and to provide technical assistance to potential applicants in developing eligible projects. City may request additional technical assistance from HUD upon request.

The County is responsible for overall implementation of the competitive application. County will send the Notices of Funding Availability (NOFAs) to all interested parties. The County will convene a review panel consisting of County staff and representatives from a selected number of cities or other parties with knowledge of the community who have declared that they do not have a conflict of interest with respect to the outcomes of the funding recommendations. The funding recommendations from the County will be based on the following established criteria: consistency with established priorities; eligibility under federal regulations; alleviation of identified needs; target population; project feasibility and cost-effectiveness; experience; outreach and affirmative marketing program; and project readiness.

In addition to the conflict of interest requirements in 2 CFR 200.318, no person who is an employee, agent, consultant, officer, or elected or appointed official of the City or County who exercises or has exercised any functions or responsibilities with respect to activities funded by this Agreement, or who participates in a decision making process or gains inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has close family or significant business ties, during his or her tenure. Any subcontracts awarded pursuant to this section and funded by this Agreement shall include a requirement that the subcontractor shall not use such funds as compensation for any of its employees, consultants or other agents who were engaged by City or County and were subject to the restrictions in paragraph during the year prior to their engagement by subcontractor.

7. Funds Awarded and Distributed

Following completion of the competitive application process described above, the County shall submit to the City a description of the priority-setting, selection process and a list of selected Sub-recipients and Developers. No later than thirty days after execution of this Agreement, County shall submit HOPWA County Staff Report for approval by City.

The City will review the proposed projects to confirm eligibility under federal regulations and contracting requirements (24 CFR Part 574). If the proposed projects comply with federal HOPWA regulations, the City will approve the projects and so inform the County. If the City finds that the proposed projects are inconsistent with federal HOPWA regulations, the City will so inform the County and provide a rationale for its finding(s). Unless rejected by the City in writing within thirty (30) days after receipt of the staff report and budget allocation report, the projects will be deemed accepted.

Following approval by the City, the County will submit the recommended projects and program Sub-recipients and Developers to the County Board of Supervisors for its review and consideration. If approved by the County Board of Supervisors, the County will immediately submit a final Schedule A-1 to the City.

The County, Sub-recipients, Developers, and their agents may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property, which work is to be funded from this Agreement, or commit or expend any funding for such work to be funded from this Agreement, until the City has completed its environmental review process. The City will disallow any project that takes choice-limiting actions before completion of the environmental review.

Any HOPWA eligible Program Delivery costs associated with any of the Developer of Sub-recipient contracts shall be built into the budget line item for Developer or Sub-recipient per 24 CFR 574.3.

8. Contract Renewals

In order to encourage continuity and cost-effectiveness in the provision of services, the County shall consider two-year contracts for housing operations, housing counseling and supportive service projects and/or programs. Projects and/or programs will be evaluated after the first year of performance. Second-year implementation will be contingent upon funds availability and a satisfactory performance evaluation. The County will provide the City with information regarding the second-year funding recommendations.

Combined Grants Schedules



Business Name Contra Costa County Phone 925-674-7887 Email kristin.sherk@dcd.cccounty.us
 Address 30 Muir Road City Martinez State CA Zip 94553 Federal ID # 94-6000509
 City of Oakland Business License Number _____ Completed by: Kristin Sherk Phone if different _____

Schedule C-1 – (Declaration of Compliance with the Americans with Disabilities Act)

I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

Schedule K – (Pending Dispute Disclosure)

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? **(Please check one)** Yes No
2. If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: _____
 Date: _____ Official(s), Staff person(s) involved: _____
 Administering Department/Division: _____ Issues: _____

3. **(check)** Additional Disputes listed on Attachment

Schedule N - (Living Wage – Declaration of Compliance) Grants accumulating over \$100K, Grants under \$100K mark N/A

Employment Questionnaire: Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	3 HOPWA empl.
(2) How many of your permanent employees are paid above the Living Wage rate?	
(3) How many of your permanent employees are paid below the Living Wage rate?	
(4) Number of compensated days off per employee? (Refer to item “a” above)	
(5) Number of trainees in your company?	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	

Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination) Grants accumulating over \$25K, Grants under \$25K mark N/A

Section A. Grantee Information

Not applicable. County is public agency, not a firm.

- (1) Are you an EBO certified firm (Please check one) Yes No (if yes, please attached certificate and skip Schedule N-1)
 (2) Approximate Number of Employees in the U.S. _____ (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please check one) Yes No (4) Union name(s) _____

Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one) Yes No
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please check one) Yes No

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401K, etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)

Not applicable.

I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”, as provided on the City’s website, see “footnote” below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.

I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because: _____

Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

Not applicable.

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. **Initial:** _____

Oakland’s Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland’s minimum wage law and I am in full compliance with all its provisions. **Initial:** _____

Affirmative Action - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. **Initial:** _____

By signing and submitting this combined schedules form the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Name of Individual: _____

Title: _____

Signature: _____

Date: _____

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website “Policies and Legislation” address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

Schedule Q

INSURANCE REQUIREMENTS

(Revised 01/13/17)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD**, appropriate to the contractor's profession with limits not less than \$ _____ each claim and \$ _____ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or Contractor is the provider of services to persons with Alzheimer's or Dementia, Contractor shall maintain sexual/abuse/molestation insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. **Insured Status (Additional Insured):** Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions

used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested

or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.



Schedule Z

Certification of Debarment and Suspension

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the City is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$100,000 have not been suspended or debarred from participating in federally funded procurement activities.

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency.
 - b) Have not within a 3 year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction under a public transaction or contract.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

Company Name

Signature of Authorized Representative

Address

Type or Print Name

Area Code

Phone

Date

Type or Print Title

Instructions for Certification A

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department/agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary" covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 49CFR Part 76. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
7. The prospective primary participant further agrees by submitting this proposal that it will included the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, to all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals.
9. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: September 10, 2019

Subject: Keller Canyon Mitigation Fund Grant for \$17,232

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$17,232 from Keller Canyon Mitigation Fund to provide shelving for juvenile books for the period of December 1, 2019 through June 30, 2020.

FISCAL IMPACT:

\$4,066.00 will be committed from the Library budget to complete the project. This represents 19% of the total project.

BACKGROUND:

The Keller Canyon Mitigation Fund has provided funding to the Antioch Library for a variety of projects since 2015. The funds have provided monies needed to provide City Wide Kids Read events (2015), cultural performances for all ages (2017), and new furniture for the Children’s area (2018). These programs have enhanced access to literacy materials, cultural experiences, and enhanced the community’s enjoyment of the library facility. If we receive the grant this year we will be able to continue the enhancement of our Children’s area – encouraging greater use of the literacy materials and greater time spent in the Children’s area accessing such materials.

-
- APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Walt Beveridge
925-818-0049

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the funds are not received, then the existing shelving will continue to be used. The existing shelving is old, unattractive, and does not allow for the proper shelving of library materials of various sizes. The area is not as pleasing to look for materials in and so, people do not spend as much time browsing as they might otherwise and materials cannot be as easily discovered.

CHILDREN'S IMPACT STATEMENT:

The grant will meet the outcome: **Children Ready for and Succeeding in School.** Children and their families will be provided with a modern, clean, and attractive environment to promote the utilization of literacy materials that the library has available. Furthermore they will be provided with an environment in which natural discovery of new materials will be enhanced and browsing will be encouraged.



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: September 10, 2019

Subject: Keller Canyon Landfill Mitigation Fund Grant for \$10,000

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$10,000 from Keller Canyon Landfill Mitigation Fund to provide a Google Expeditions kit for the Bay Point Library for the period of September 1, 2019 through July 31, 2020.

FISCAL IMPACT:

No library fund match.

BACKGROUND:

The Keller Canyon Landfill Mitigation Fund (KCMF) process was established in August 1992, and funds are used to mitigate effects of the landfill site by funding community-based organizations and County Departments for programs in the following areas: youth services, code enforcement, community beautification, public safety and community services.

A Google Expeditions Kit enables patrons to explore the world virtually to bring abstract concepts to life — allowing students to peruse collections of 360° scenes and 3D objects, and discover interesting sites and artifacts along the way. Expeditions explore history, science, the arts, and the natural world. One kit includes: teacher and student devices, virtual reality viewers, chargers and a router to connect devices.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Walt Beveridge
925-818-0049

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this proposal is not approved, Bay Point Library will not be able to offer STEM-focused afterschool programming using Virtual Reality.

CHILDREN'S IMPACT STATEMENT:

The Bay Point Library is located in the Riverview Middle School and serves many middle school students. The library's small staff and these students would benefit from the purchase of the Google Expeditions Kit and would be able to offer STEM-focused after school programming that is "minimal setup for maximum impact." This project supports the community outcome of "children ready for and succeeding in school."



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #23-442-4 with Sutter Bay Hospitals (dba Sutter Delta Medical Center)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-442-4 containing mutual indemnification language with Sutter Bay Hospitals (dba Sutter Delta Medical Center) (formerly Sutter East Bay Hospitals dba Sutter Delta Medical Center), to act as a designated center to assist patients who have been assessed by ambulance personnel with a cardiac condition known as ST-Elevation Myocardial Infarction (STEMI), for the period from September 1, 2019 through August 31, 2022.

FISCAL IMPACT:

Contractor will pay County a fee of \$7,500 per year to offset the costs of County’s oversight activities. There is no general fund impact.

BACKGROUND:

In collaboration with hospitals, first-responders, and transport agencies, Contra Costa’s Emergency Medical Services (EMS) Agency implemented a program designating

-
- APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Patricia Frost,
925-313-9560

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

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

hospitals as STEMI receiving centers. The designated centers will provide the most advanced and rapid care for patients with heart attacks known as STEMI by unblocking arteries in the heart in a rapid fashion.

Heart attacks represent a major cause of death and disability in the United States, affecting over 610,000 persons annually. This kind of heart attack occurs among 2.5% to 5% of patients with chest pain or other cardiac symptoms. The number of STEMIs identified by Contra Costa EMS providers are estimated to be in the range of 100-150 patients per year.

On August 2, 2016, the Board of Supervisors approved Contract #23-442-3 with Sutter East Bay Hospitals (dba Sutter Delta Medical Center) to act as a designated STEMI receiving center to provide specialized treatment for STEMI patients with a cardiac condition, through August 31, 2019.

Approval of Contract #23-442-4 will allow the Contractor to continue providing services through August 31, 2022. This Contract includes agreeing to hold each party harmless from any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, this designated STEMI receiving center would be disrupted and patients with life threatening cardiac conditions could experience delays in definitive care increasing the risk of permanent disability or death.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #23-429-4 with John Muir Health (dba John Muir Medical Center, Concord Campus)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-429-4 which contains mutual indemnification language with John Muir Health (dba John Muir Medical Center), Concord Campus, to act as a designated center to assist patients who have been assessed by ambulance personnel with a cardiac condition known as ST-Elevation Myocardial Infarction (STEMI), for the period from September 1, 2019 through August 31, 2022.

FISCAL IMPACT:

Contractor will pay County a fee of \$7,500 per year to offset the costs of County's oversight activities. There is no general fund impact.

BACKGROUND:

In collaboration with hospitals, first-responders, and transport agencies, Contra Costa's Emergency Medical Services (EMS) Agency implemented a program designating hospitals as STEMI receiving centers. The designated centers will provide the most advanced and rapid care for patients with heart attacks known as STEMI by unblocking arteries in the heart in a rapid

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Patricia Frost,
925-313-9560

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

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

fashion.

Heart attacks represent a major cause of death and disability in the United States, affecting over 610,000 persons annually. This kind of heart attack occurs among 2.5% to 5% of patients with chest pain or other cardiac symptoms. The number of STEMI's identified by Contra Costa EMS providers are estimated to be in the range of 100-150 patients per year.

On August 2, 2016, the Board of Supervisors approved Contract #23-429-3 with John Muir Health (dba John Muir Medical Center), Concord Campus to act as a designated STEMI receiving center to provide specialized treatment for STEMI patients with a cardiac condition, through August 31, 2019.

Approval of Contract #23-429-4 will allow the Contractor to continue providing services through August 31, 2022. This Contract includes agreeing to hold each party harmless from any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, this designated STEMI receiving center would be disrupted and patients with life threatening cardiac conditions could experience delays in definitive care increasing the risk of permanent disability or death.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Interagency Agreement #29-513-22 with Mt. Diablo Unified School District

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #29-513-22 with Mt. Diablo Unified School District, a government agency, to pay the County an amount not to exceed \$533,891, to provide professional school-based mental health services, crisis intervention, and day treatment for seriously emotionally disturbed students, for the period from July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Approval of this Interagency Agreement will result in a total payment to the County not to exceed \$533,891. No County match is required.

BACKGROUND:

Fred Finch Youth Center, Families First and Seneca Residential & Day Treatment Center for Children work collaboratively with the County and school district personnel in developing program services and policies. The primary goal of the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program and non-Medi-Cal mental health programs are to continue to provide seriously emotionally disturbed children with the services and the support they need to function effectively in school, at home, and in the community.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, PHD.,
925-957-5212

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

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

On August 14, 2018, the Board of Supervisors approved Interagency Agreement #29-513-21 with Mt. Diablo Unified School District, for the provision of professional school-based mental health services, for the period from July 1, 2018 through June 30, 2019.

Approval of Interagency Agreement #29-513-22 will allow Agency to offer continuous mental health services, crisis intervention services and day treatment to its seriously emotionally disturbed students, through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, seriously emotionally disturbed students will not receive school-based mental health and crisis intervention services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Grant Agreement #29-540-6 from the United States Department of Housing and Urban Development

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #29-540-6 (State Grant #CA1071L9T051806) with the United States Department of Housing and Urban Development (HUD), Supportive Housing Program, to pay County an amount not to exceed \$408,620 for the County's Homeless Destination Home Program, for the period from December 1, 2019 through November 30, 2020.

FISCAL IMPACT:

Approval of this grant will result in an amount not to exceed \$408,620 of funding from HUD. A County match of 25% is required.

BACKGROUND:

The County's Homeless Destination Home Program provides permanent supportive housing to adults throughout Contra Costa County. The Program includes case management, assistance with enrolling in benefits and services, including access to peer support groups. These services are all part of a larger continuum of services that allow individuals to work through many of the issues that led to their homelessness, while

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Lavonna Martin,
925-608-6701

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

simultaneously moving toward a more sustainable future. Other benefits of the program include assistance in accessing benefits like Medi-Cal, Social Security Income and Supplemental Security Disability Insurance, referral to services, health and life skills education, crisis intervention and counseling. Participants enrolled will have access to Behavioral Health Services/Mental Health, County Health Care for the Homeless, and Alcohol and Other Drug Services.

Approval of Grant Agreement #29-540-6 will allow the County to continue to receive funds for the Destination Home Program, through November 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive the allotted amount of funding to support the County's Homeless Destination Home Program.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: September 10, 2019

Subject: Apply for and Accept a 2019 Justice Assistance Grant

RECOMMENDATION(S):

ADOPT Resolution No. 2019/537 authorizing the Sheriff-Coroner, or designee, to apply for and accept, subject to compliance with certifications, the U.S. Department of Justice, FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) in an initial amount of \$144,474 for support of countywide law enforcement programming for the period October 1, 2019 through September 30, 2022.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Mary Jane Robb, (925)
335-1557

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

By: , Deputy

cc:

FISCAL IMPACT: (CONT'D)

\$144,474, 100% Federal; No County match. County portion is \$25,555 to the Sheriff-Coroner. County will receive 5% of city allocations for serving as the fiscal agent for the County. (CFDA 16.738)

County Allocation: \$25,555

Antioch Allocation: \$50,079

Richmond Allocation: \$68,840

Total grant award: \$144,474.

County will receive 5% of pass through of the grant allocation for grant management and administration. County's 5% portion of the Cities allocation totals \$5,945.95.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG FY2019 Grant is a formula grant with emphasis on assisting local efforts to prevent or reduce crime and violence. The eligible jurisdictions within Contra Costa County have a scheduled allocation totaling \$144,474 with \$25,555, allocated to the County. The \$25,555 county allocation will be to the Office of the Sheriff. Established to streamline justice funding and grant administration, the JAG Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. The Bureau of Justice Statistics (BJS) calculates a minimum base allocation for each state. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. Local governments are awarded amounts based on their share of the total violent crime reported within the state. Based on a formula allocation, Contra Costa County has been designated as a disparate jurisdiction because a city within the county is scheduled to receive 150% more than the county, while the county bears more than 50% of the costs associated with the prosecution and incarceration of that city's Part 1 violent crime. Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the total eligible allocation. The Office of the Sheriff has been designated as the fiscal agent for this grant and will manage and oversee the distribution of the funds for all participating agencies within the county. As Fiscal Agent, the Office of the Sheriff will receive 5% (\$5,945.95) of the pass through of the grant allocation (5% from each jurisdictions' allocation) to cover management and administration of the grant, to include personnel and operational costs directly related to grant management.

The JAG FY2019 funds again include a requirement to certify compliance with 8 U.S.C. §1373 regarding communication with immigration officials on information regarding an individual's citizenship or immigration status. This requirement, which was also included for the FY2018 funds, was found to be unconstitutional in other jurisdictions and is pending judicial review in California. New additional conditions also have been included for the FY2019 funds that require certification of compliance. The additional conditions include broad acknowledgments such as acknowledgement of the authority of immigration officers to conduct interrogations and acknowledgement that local agencies cannot impede immigration officers in the exercise of their immigration activities, among others. These FY2019 grant certifications of compliance are being challenged by the State of California, City and County of San Francisco, and City of Los Angeles in lawsuits filed August 22 and 23, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff's Office will be unable to apply for and accept the grant from the U.S. Department of Justice.

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

Resolution 2019/537

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019/537

IN THE MATTER OF: Applying for and Accepting the U.S. Department of Justice 2019 Edward Byrne Memorial Justice Assistance Grant(JAG).

WHEREAS, the County of Contra Costa is seeking funds available through the U.S. Department of Justice;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County:

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 actions necessary for the purpose of obtaining Federal financial assistance, including grant modifications and extensions, provided by the U.S. Department of Justice related to the 2019 Edward Byrne Memorial Justice Assistance Grant.

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

ATTESTED: September 10, 2019

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

Contact: Mary Jane Robb, (925) 335-1557

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: September 10, 2019

Subject: Keller Canyon Landfill Mitigation Fund Grant for \$10,000

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$10,000 from Keller Canyon Landfill Mitigation Fund to provide upgraded shelving in the Pittsburg Library's Children's room, for the period September 1, 2019 through July 31, 2020.

FISCAL IMPACT:

No Library Fund match.

BACKGROUND:

The Keller Canyon Landfill Mitigation Fund grant process was established in August 1992, and funds are used to mitigate effects of the landfill site by funding community-based organizations and County Departments for programs in the following areas: youth services, code enforcement, community beautification, public safety, and community services.

CONSEQUENCE OF NEGATIVE ACTION:

If this proposal is not approved, the Pittsburg Library will not be able to upgrade shelving.

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Walt Beveridge
925-818-0049

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

The Pittsburg Library provides robust Children's programming that includes weekly story times, STEAM (Science, Technology, Engineering, the Arts and Mathematics) events and special performers. The Children's room is daily full of children and their families making use of the early literacy activities, computers and enjoying the book collection. The current shelving is the original from when the library was first built in the 1960's. The shelving is old, in ill repair, and not compliant with the Americans With Disabilities Act. The new shelving would provide a safer, more attractive and versatile use of the space.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: California Employment Development Department, Workforce Innovation and Opportunity Act, Subgrant Agreement AA011003

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board of Contra Costa, to execute a contract with the State of California Employment Development Department to pay County an amount not to exceed \$1,267,176 from Workforce Innovation and Opportunity Act (WIOA) Youth Formula funds, Subgrant AA011003, for the period April 1, 2019 through June 30, 2021.

FISCAL IMPACT:

County to receive \$1,267,176 Workforce Investment Opportunity Act Youth Formula funds from California Employment Development Department. This funding is entirely Federal and no County match is required.

BACKGROUND:

The United States Department of Labor, WIOA, grants funding by formula to states for distribution to local Workforce Investment Act boards to fund employment related services, including allocation for youth employment and occupational training. The WIOA Youth Formula funds received through California Employment Development Department Subgrant AA011003 will be used to fund employment activities, occupational training, and supportive services for eligible youth in Contra Costa County.

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Elaine Burres
608-4960

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, employment and occupational training services to youth in Contra Costa County would be severally impacted.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Grant Amendment Agreement #28-383-1 with the Bay Area Rapid Transit Police Department

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Amendment Agreement #28-383-1 with the Bay Area Rapid Transit (BART) Police Department, to increase payment to the County by \$179,994, from \$160,570 to a new amount not to exceed \$340,564, and to extend the termination date from June 30, 2019 to June 30, 2020, for County’s Coordinated Outreach Referral and Engagement (CORE) Program to provide homeless outreach services within the BART system.

FISCAL IMPACT:

Approval of this Grant Amendment Agreement will result in a payment to the County not to exceed \$340,564 for the Health, Housing, and Homelss Department's CORE Program. A 25% County match is required.

BACKGROUND:

The CORE Program locates and engages homeless clients throughout Contra Costa County. CORE teams serve as an entry point into the County’s coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families.

On December

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- APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Lavonna Martin,
925-608-6701

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

18, 2018, the Board of Supervisors approved Contract #28-383 to allow the County to receive funds to provide homeless outreach services within the BART system through June 30, 2019, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract

Approval of Grant Amendment Agreement #28-383-1 will allow the County to receive additional funds through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this Amendment Agreement is not approved, the County will not receive additional funds to provide homeless outreach services within the BART system.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Amendment Agreement #29-806-5 with the City of Concord Community Development Block Grant Funding

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #29-806-5 with the City of Concord, effective July 1, 2019, to increase the amount payable to the County by \$11,450, from \$31,450 to a new amount of \$42,900 for the provision of homeless outreach services for the Coordinated Outreach, Referral and Engagement (CORE) Program and to extend the termination date from June 30, 2019 to June 30, 2020.

FISCAL IMPACT:

Approval of this amendment agreement will allow the County to receive an additional amount of \$11,450, for fiscal year 2019/2020, from the City of Concord to provide homeless outreach services. No County funds required.

BACKGROUND:

On October 19, 2018 the Board of Supervisors approved Agreement #29-806-1, as amended by Amendment Agreements #29-806-2 through #29-806-4, to receive funds from the City of Concord for the provision of homeless outreach services for the CORE Program which locates and engages homeless clients throughout Contra Costa County. CORE teams serve as an entry point into the

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Lavonna Martin,
925-608-6701

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

County's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families. This Agreement includes the County agreeing to indemnify and hold harmless the Contractor for claims arising out of County's performance under this Contract.

Approval of Amendment Agreement #29-806-5 will allow County to receive additional funds from the City of Concord to continue providing services, through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Amendment Agreement #29-684-3 with the University of California, San Francisco

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #29-684-3 with the University of California, San Francisco (UCSF), effective April 1, 2019, to increase the amount payable to the County by \$37,679 to a new amount not to exceed \$127,137, and extend the termination date from March 31, 2019 to March 31, 2020 for the Comparison of 3 Modes of Genetic Counseling in High-Risk Public Hospital Patients Research Project at Contra Costa Regional Medical Center (CCRMC) and Health Centers.

FISCAL IMPACT:

Approval of this Agreement will result in \$37,679 in additional funds from UCSF for the Comparison of 3 Modes of Genetic Counseling in High-Risk Public Hospital Patients Research Project. No County match is required.

BACKGROUND:

On February 7, 2017, the Board of Supervisors approved Grant Agreement #29-684, as amended by Amendment Agreements #29-684-1 and #29-684-2, with UCSF to work in collaboration

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

for the Comparison of 3 Modes of Genetic Counseling in High-Risk Public Hospital Patients Research Project at CCRMC, for the period from January 1, 2017 through March 31, 2019.

Approval of Amendment Agreement #29-684-3 will allow the County to continue to receive funds for collaborating with UCSF on the Research Project at CCRMC, through March 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If the County does not approve this amendment from UCSF, patients will not receive the Comparison of 3 Modes of Genetic Counseling in High-Risk Public Hospital Patients Research Project program in Contra Costa County.



**Contra
Costa
County**

To: Board of Supervisors
From: Robin Lipetzky, Public Defender
Date: September 10, 2019

Subject: Grant Application for 2020 Census - United Way Bay Area

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Defender, or designee, to apply for and accept a grant from United Way Bay Area in an amount not to exceed \$197,978 to provide Census 2020 education and outreach through the Stand Together Contra Costa program for the period July 1, 2019 through April 30, 2020.

FISCAL IMPACT:

If approved, the Public Defener's Office could receive up to \$197,978 in grant funding for 2020 Census related activities. A County match in funding is not required.

BACKGROUND:

United Way Bay Area awards grants to nonprofit organizations that promote participation in the 2020 Census. If awarded, the funds will be used by Stand Together Contra Costa, a program developed and hosted by the Public Defender's Office. The program, which currently provides legal services and education in support of safety and justice for immigrant families, is uniquely positioned to reach residents of historically hard-to-count areas and will provide education and outreach in an effort to minimize an undercount of residents during the 2020 Census.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Ali Saidi,
510.412.4900

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Stand Together Contra Costa program will be unable to apply for and accept the grant from United Way Bay Area.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: Cooperative Funding Agreement with West Contra Costa Transportation Advisory Committee, El Sobrante.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Cooperative Funding Agreement (Agreement) with the West Contra Costa Transportation Advisory Committee (WCCTAC) in the amount of \$270,000, for the San Pablo Dam Road Sidewalk Gap Project (Project), for the period July 26, 2019 through June 30, 2020, El Sobrante area. Project No.: 0662-6R4020 (District I)

FISCAL IMPACT:

The Project is funded with 49% Highway Safety Improvement Program Funds, 22% Local Road Funds, 21% STMP Funds, and 8% Transportation Development Act Funds.

BACKGROUND:

On December 18, 2018, the WCCTAC Board approved the funding allocation of STMP funds to a number of West County projects, including one County project, the San Pablo Dam Road Sidewalk Gap Project, which was allocated \$270,000. This allocation is consistent with the STMP list of projects approved in 2006 by the Board of Supervisors and WCCTAC. One of the projects on the 2006 STMP list is to improve San Pablo Dam Road through downtown El Sobrante. As an eligible project

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Mary Halle,
925.313.2327

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

included in the Nexus Study for the WCCTAC program, the subject allocation from WCCTAC is appropriate to augment funding for the San Pablo Dam Road Sidewalk Gap Closure Project.

The Project was approved by the County Board of Supervisors and the Public Works Director, or designee, was authorized to advertise the Project on January 19, 2016. Construction for the project began on July 15 and is currently underway. The purpose of the Project is to improve pedestrian access and safety on San Pablo Dam Road between Appian Way and Clark Road. San Pablo Dam Road is a principal arterial that runs through the heart of El Sobrante. The proposed Project will connect El Sobrante residents with the downtown commercial area, bus stops, the nearby El Sobrante Library, and the Boys and Girls Club. Currently, pedestrian infrastructure east of Appian Way has multiple gaps, which force pedestrians to walk in the parking lane or to cross the street midblock in order to use sidewalks on the opposite side of the street. This Project will provide a sidewalk path along four gaps for a total of 1,420 feet of improvements, resulting in a continuous sidewalk path. Construction includes removing non-native trees before constructing curb, gutter, and sidewalk.

CONSEQUENCE OF NEGATIVE ACTION:

If the Agreement is not approved, the County will be unable to receive the STMP funding allocation, which impacts the ability to fully fund the San Pablo Dam Road Sidewalk Gap project.

ATTACHMENTS

Coop Agreement WCCTAC

**COOPERATIVE FUNDING AGREEMENT BETWEEN
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
AND CONTRA COSTA COUNTY**

San Pablo Dam Road Sidewalk Gap Closure Project

This AGREEMENT is made and entered into as of 7/26/19, (the “Effective Date”) by and between the West Contra Costa Transportation Advisory Committee (“WCCTAC”), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et. seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and Contra Costa County, a political subdivision of the State of California (“Agency”). WCCTAC and Agency shall sometimes be referred to collectively herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the members of WCCTAC signed a Master Cooperative Agreement pertaining to the 2006 Subregional Transportation Mitigation Fee Program (“2006 STMP”) in West Contra Costa County, including a list of eleven specific projects and the STMP funding commitments to those projects; and

WHEREAS, Agency’s Project, as further described in the Scope of Work, attached as Exhibit A, which is incorporated herein, (“Project”) is San Pablo Dam Road Improvements in Downtown El Sobrante, one of the eleven projects identified in the 2006 STMP; and

WHEREAS, plans, studies, and cost estimates for Agency’s Project are eligible uses for the STMP funds; and

WHEREAS, at its December 14, 2018 meeting, the WCCTAC Board of Directors approved an appropriation of two hundred seventy thousand dollars (\$270,000) in STMP funds to Agency towards the Project.

Now, therefore, the Parties hereby agree as follows:

**SECTION 1
SCOPE OF WORK**

- 1.1 Scope of Work.** Subject to the terms and conditions set forth in this Agreement, Agency shall perform or cause to perform the work described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.
- 1.2 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2020, and Agency shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or

extended. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTAC's right to terminate the Agreement.

- 1.3 **Standard of Performance.** Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which each of Agency's consultants or contractors is engaged.
- 1.4 **Assignment of Personnel.** Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTAC, in its sole discretion, desires the reassignment of any such persons, to the extent permitted by law Agency shall, upon receiving notice from WCCTAC of such desire of WCCTAC, reassign such person or persons.
- 1.5 **Time is of the Essence.** Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, Exhibit A.
- 1.6 **Public Works and Department of Industrial Relations Requirements.** Because the Project and Scope of Services described in Exhibit A may include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the Project may constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. In accordance with California Labor Code Section 1773.2, WCCTAC notifies Agency that this Project is subject to the general prevailing wages in the locality in which the services described in Exhibit A are to be performed. Agency shall cause to be paid prevailing wages for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which Agency shall make available on request by contractors and consultants. The Agency, its consultant and contractors engaged in the performance of the Scope of Services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A. Agency is also required to comply all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

SECTION 2 FUNDING OBLIGATIONS

- 2.1 **Funding.** In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2006 STMP, and subject to available funding, WCCTAC hereby agrees to fund Agency's Project in a sum not to exceed two hundred seventy thousand dollars, (\$270,000) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Agency's Scope of Service, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

The payments specified herein shall be the only payments from WCCTAC to Agency pursuant to this Agreement. Agency shall submit all invoices to WCCTAC in the manner specified herein. Agency shall not bill WCCTAC for duplicate services performed by more than one person.

WCCTAC and Agency acknowledge and agree that funding paid by WCCTAC to Agency under this Agreement is based upon Agency's estimated costs of funding Agency's Project, including salaries and benefits of employees, consultants and contractors of Agency. WCCTAC has no responsibility for such contributions beyond the amount set forth under Section 2.1 of this Agreement.

- 2.2 Invoices.** Agency shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost it incurs for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - b. The beginning and ending dates of the billing period;
 - c. A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion.
- 2.3 Payment.** WCCTAC shall make payments to Agency, based on invoices received from Agency, for services performed and for authorized reimbursable costs incurred. WCCTAC shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Agency.
- 2.4 Total Payment.** In no event shall WCCTAC pay any invoice if such payment would cause WCCTAC's total payments to Agency to exceed the maximum amount of compensation provided in Section 2.1, unless the Agreement is modified in writing prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Reimbursable Expenses.** Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by WCCTAC to the Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement, which shall not be exceeded.
- 2.6 Payment of Taxes.** Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 Payment upon Termination.** In the event that WCCTAC or Agency terminates this Agreement pursuant to Section 3.4, WCCTAC shall compensate the Agency for all outstanding costs and reimbursable expenses incurred for work completed as of the

termination date. Agency shall maintain adequate logs and timesheets to verify costs incurred to that date.

- 2.8 Authorization to Perform Services.** The Agency is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from WCCTAC's Executive Director or his designee.
- 2.9 Funding Request.** Agency shall submit the request for funds for specific components of the Project, detailing project scope, schedule and proposed funding plan, at least four (4) months in advance of the initial anticipated cash flow need or reimbursement; to submit subsequent requests at least two (2) months in advance of anticipated need; and to apply any funds received under this Agreement to the Project consistent with the terms and conditions of an approved funding appropriation.
- 2.10 Progress Reports.** Progress reports shall be submitted along with the funding request in Section 2.9. Agency shall submit progress reports in a form satisfactory to WCCTAC based on the cost for services performed.
- 2.11 Records Keeping.** All reports, studies, plans, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Agency prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be made available to WCCTAC at WCCTAC's request.
- 2.12 Agency Financial Records.** Agency shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to WCCTAC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Agency under this Agreement.
- 2.13 Inspection and Audit of Records.** Any records or documents that Sections 2.11 and 2.12 of this Agreement requires Agency to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request by WCCTAC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of WCCTAC or as part of any audit of WCCTAC, for a period of 3 years after final payment under the Agreement.

SECTION 3 GENERAL PROVISIONS

- 3.1 Funding Limitations and Contingencies.** If, in response to the Request for Proposal(s), it appears that Project costs including contingency, will exceed the funding set forth in Section 2.1, the Agency shall be responsible for paying all costs in excess of WCCTAC's funding commitment in Section 2.1. WCCTAC funding of Agency's Project is strictly contingent upon WCCTAC having received, appropriated and

allocated sufficient STMP funds for the Agency's Project. Funding is also contingent upon WCCTAC receiving this fully executed Agreement from Agency.

3.2 Acceptance. Upon completion of the Project, Agency shall submit a report documenting that the Project is substantially complete. Agency shall be responsible for filing the appropriate notice of completion for the Project and shall provide a copy to WCCTAC for its records.

3.3 Alternative Dispute Resolution. All disputes that arise in connection with interpretation or performance of the Agreement shall first attempted to be resolved informally by the Parties. If not resolved, prior to instituting legal action the Parties agree to participate in mediation with a mediator jointly selected by the Parties. If the dispute is not resolved by mediation, then the Parties will retain any and all remedies that they otherwise would have at law or equity.

3.4 Termination. This Agreement shall be subject to termination as follows:

- a. This Agreement may be terminated by a Party for breach of any obligation, covenant, or condition by the other Party, upon notice to the breaching Party. With respect to any breach that is reasonably capable of being cured, the breaching Party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching Party diligently pursues cure, such Party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. On termination, the non-breaching Party retains the same rights as a Party exercising its right to terminate under the provisions of Section 3.4, except that the non-breaching Party also retains any remedy for breach of the whole contract or any unperformed balance.
- b. By mutual consent of both Parties, this Agreement may be terminated at any time.
- c. This Agreement may be terminated immediately by WCCTAC if funding for Agency's Project is no longer available by operation of law, or by action taken by the WCCTAC Board of Directors to reallocate funds.
- d. In no event shall the Parties terminate this Agreement if such termination would conflict with, cause a default under, or otherwise violate the terms or conditions of any revenue bonds.

3.5 Waiver of Claims Against WCCTAC. Agency waives all claims by Agency, its directors, supervisors, officers, employees, or agents against WCCTAC, its commissioners, officers, and/or employees for damages, loss, injury and/or liability, direct or indirect, resulting from Agency's participation in the Project. Agency's waiver shall not apply to any damages, loss, injury and/or liability to the extent that they arise from and are caused by the negligence or willful misconduct of WCCTAC, its commissioners, officers, and/or employees.

3.6 Indemnity. Agency shall defend, indemnify and hold harmless WCCTAC, its governing board, member agencies, officers, and employees from and against any and

all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Agency's performance of any work under this Agreement, except to the extent that such Liability is caused by the negligence or willful misconduct of WCCTAC.

3.7 Notices. All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- a. When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.
- b. When mailed by certified mail with return receipt requested, notice is effective upon receipt if delivery is confirmed by a return receipt.
- c. When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.
- d. When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.
- e. The place for delivery of all notices under this Agreement shall be as follows:

If to WCCTAC:

John Nemeth, Executive Director
West Contra Costa Transportation Advisory Committee
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel
Meyers Nave Riback Silver & Wilson
555 12th Street, Suite 1500
Oakland, CA 94607

If to Agency:

Brain Balbas, Public Works Director
Contra Costa County
255 Glacier Drive
Martinez, CA 94553

3.8 Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments,

as shall be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.

- 3.9 Integration; No Third Party Beneficiaries.** This Agreement represents the entire agreement of the Parties with respect to the subject matter. No representations, warranties, inducement, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement. This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any Party to this Agreement.
- 3.10 Governing Law.** The laws of the State of California shall govern this Agreement. Agency shall, and shall require its consultants and contractors to, comply with all laws, including, but not limited, all statutes, regulations, and local ordinances, applicable to the Scope of Work hereunder.
- 3.11 Amendment.** This Agreement may not be changed, modified, or rescinded except by the written approval of the legislative bodies of each Party, and any attempt of oral modification of this Agreement shall be void and of no effect.
- 3.12 Independent Contractor.** Agency and WCCTAC render their services under this Agreement as independent contractors. None of the agents or employees of either Party shall be agents or employees of the other Party.
- 3.13 Assignment.** This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.
- 3.14 Successors and Assigns.** This Agreement shall be binding upon the successors, assignees, or transferees of WCCTAC or Agency as the case may be. This provision shall not be constructed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.
- 3.15 Severability.** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, so long as the remainder, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.
- 3.16 Jurisdiction and Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 3.17 Attorney's Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

3.18 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

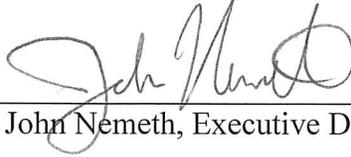
3.19 Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and attested by their respective officers, duly authorized so to act, as of the date set forth in the first paragraph of this Agreement.

Contra Costa County

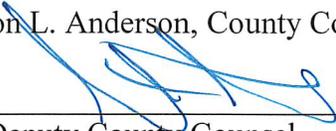
**West Contra Costa Transportation
Advisory Committee**

Brian Balbas, Public Works Director



John Nemeth, Executive Director

Approved as to Form:
Sharon L. Anderson, County Counsel



By: Deputy County Counsel

Approved as to Form:



Kristopher Kokotaylo, Legal Counsel

3322893.1

W:\New File Org\STMP\757 San Pablo Dam Rd in El Sobrante\County-WCCTAC Coop Funding Agreement for San Pablo Dam Rd Sidewalks v3.docx

EXHIBIT A

SCOPE OF SERVICES

The Agency agrees to:

1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.
2. To act as the lead agency and retain, as appropriate, consulting services consistent with this Agreement.
3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the project.
4. To advance or complete all or a portion of following STMP project identified as funding categories: San Pablo Dam Road Improvements in Downtown El Sobrante.
5. To use the STMP funds for design engineering, environmental studies, and construction engineering costs.
6. To produce or complete construction of approximately 1,430 linear feet of sidewalk, driveways, driveway conforms, curb, and gutter to fill four gaps in pedestrian infrastructure on San Pablo Dam Road from Appian Way to Clark Road. Improvements also include storm drain infrastructure modifications as well as installation of historical markers to demarcate the Rancho line.
7. To complete the over-all project based on the following initial schedule for the project:
 - Design Engineering: July 2016–February 2019
 - Environmental Studies: July 2016–October 2018
 - Construction: June 2019–November 2019
8. To complete the STMP-funded portion of the project based on the estimated completion date of November 2019.

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Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Amendment Agreement #28-331-4 with Antioch Unified School District

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #28-331-4 with Antioch Unified School District, a government agency, effective July 1, 2019, to amend Interagency Agreement #28-331-3, to modify the designated schools where mental health and crisis intervention services will be provided to students, with no change in the amount payable to the County of \$490,000, and no change in the original term of July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Approval of this Amendment Agreement will result in a total payment to the County not to exceed \$490,000. No County match is required.

BACKGROUND:

On June 18, 2019, the Board of Supervisors approved Interagency Agreement #28-331-3 with Antioch Unified School District for the provision of mental health and crisis intervention services to students referred to the Antioch Unified School District's Helping Open Pathways to Education (HOPE) program,

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, PhD.,
925-957-5212

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

for the period July 1, 2019 through June 30, 2020.

Approval of Amendment Agreement #28-331-4, will allow County to continue to provide mental health services to students at correctly designated schools, through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the Interagency Agreement will not accurately reflect the designated schools where mental health and crisis intervention services will be provided to students.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: 2018-19 California Department of Education Alternative Payment Childcare Services Revenue Contract Amendment 2

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute a revenue agreement amendment with California Department of Education for alternative payment childcare programs operated by the County to change the term end date from June 30, 2019 to June 30, 2020 with no change to the payment limit of \$3,033,363.

FISCAL IMPACT:

This agreement is funded by the California Department of Education and no County match is required. The State funding number is CAPP 8010 / Amendment 2; the County number is 29-212-33a.

The funding is 67.7% (\$2,053,454) a Federal pass through with CFDA #93.596 and 42.3% (\$979,909) is State. The Federal funds are passed through the State's Department of Education. This contract began July 1, 2018, but there is \$478,906 remaining on the contract, which will be spent before the new termination of June 30, 2020. To have this revenue reflected in the Fiscal Year 2019-2020 budget, the Department will submit an appropriation adjustment in a separate Board Order.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: CSB (925)
681-6334

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

By: , Deputy

cc: Teresita Foster, Nelly Ige, Haydee Ilan, Danelyn Razon

BACKGROUND:

The Alternative Payment childcare services program provides funding for program eligible families to receive services. Priority is given to families who interface with Child Protective Services, families with children at-risk of abuse and neglect, low-income families, and families with children who have special needs. The County Board of Supervisors approved the 2018-19 revenue agreement on June 26, 2018 (C. 68). The Board approved an amendment to accept additional funding from the State on October 9, 2018 (C. 40). This board order is to extend the term end date from June 30, 2019 to June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not receive additional funding to operate this childcare program.

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: 2020 Head Start Continuation Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept funding from the United States Department of Health and Human Services, Administration for Children and Families, Office of Head Start, in an amount not to exceed \$21,142,973 for Head Start program services for the period of January 1, 2020 through December 31, 2020.

FISCAL IMPACT:

Funding for the period January 1 through June 30, 2020 is included in the Department's FY 2019-20 budget. Funding for the period July 1 through December 31, 2020 will be included in the Department's proposed FY 2020-21 budget. The County, as Grantee, is required to generate a 20% non-federal match of the total project budget. For 2020, the match amount equates to \$4,228,594, which will be achieved through collaboration with State Child Development programs and the volunteer hours accrued by Head Start parents and community partners. The application includes \$2,202,788 requested funding for the County's Head Start Delegate Agency, First Baptist Church of Pittsburg, California. The grant number is 09CH010862.

- Federal Amount - \$16,914,379
- Non-Federal Amount (In-kind Match) - \$4,228,594
- Total - \$21,142,973

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: CSB (925)
681-6389

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

By: , Deputy

cc: Nasim Eghlima, Christina Reich, Haydee Ilan

BACKGROUND:

Head Start is a federal program that promotes the school readiness of children ages birth through five years old from low-income families by enhancing their cognitive, social and emotional development. Head Start programs provide a learning environment that supports children's growth in the following domains: language and literacy; cognition and general knowledge; physical development and health; social and emotional development; and approaches to learning.

Head Start also provides comprehensive services which include health, nutrition, social and other services determined as necessary via family needs assessments. Services are designed to be responsive to each child and family's ethnic, cultural, and linguistic heritage. Services are provided through a variety of service models including: centers or schools that children attend part or full day, family childcare homes and/or the children's own homes wherein a Head Start staff visit once per week to provide in-home services. Children who receive home-based services gather periodically with other enrolled families for group learning experiences facilitated by Head Start staff.

Contra Costa County submits an application annually to U.S. Health and Human Services Department, Administration for Children and Families, Office of Head Start, as the Head Start grantee. The annual application includes newly identified goals and objectives for the program. This is year 2 of a 5 year funding cycle. This application was reviewed for approval by the Head Start Policy Council on August 21, 2019. Approval of this Board order will allow the continued provision of Head Start services to program eligible children and families.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not receive funding to operate Head Start childcare centers.

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 children from low income families throughout Contra Costa County.

ATTACHMENTS

Grant letter

Budget narrative



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start | Region IX | 90 Seventh Street, San Francisco, CA 94103 | www.ecikc.ohs.acf.hhs.gov

John Gioia
Board Chair
Contra Costa County
1470 Civic Ct, Ste 200
Concord, CA 94520

July 19, 2019

Re: Grant No. 09CH010862

Dear Mr. Gioia:

A grant application must be completed for the upcoming budget period. Please consult the grant application instructions to determine the type of application required. The application for the Head Start grant is due 10/01/2019.

The following table reflects the annual funding, including the approved amount from the Supplement to Increase Program Hours, if applicable, and enrollment levels for your grant.

Program	Head Start	Early Head Start
Federal Funded Enrollment	1,351	311
Funding Type	Head Start	Early Head Start
Program Operations	\$16,717,035	\$3,608,200
Training and Technical Assistance	\$197,344	\$82,944
Total Funding	\$20,605,523	

Period of Funding: 01/01/2020 – 12/31/2020

Application Submission Requirements

The application must be prepared and submitted in accordance with the *Head Start Grant Application Instructions with Guidance, Version 3 (Application Instructions)*. It must be submitted on behalf of the Authorizing Official registered in the HSES.

Incomplete applications will not be processed.

The *Application Instructions* are available on the home page of HSES. Please review the instructions carefully prior to preparing the application. Submission guidance can be found in the "Instructions" section of the HSES.

Please contact Chris Pflaumer, Program Specialist, at 415-437-8445 or chris.pflaumer@acf.hhs.gov or Frank Olguin, Fiscal Operations Specialist, at 415-437-8415 or frank.olguin@acf.hhs.gov with questions regarding the *Application Instructions*.

For assistance submitting the application in HSES, contact help@hsesinfo.org or 1-866-771-4737.

Funding is contingent upon the availability of federal funds and satisfactory performance under the terms and conditions of the Head Start grant in the current budget period.

Mr. Gioia - Page 2

Thank you for your cooperation and timely submission of the grant application.

Sincerely,

A handwritten signature in black ink, appearing to read "Jan Len", written in a cursive style.

Jan Len
Regional Program Manager
Office of Head Start

cc: Kathy Gallagher, Executive Director
Camilla Rand, Head Start Director
Chris Pflaumer, Program Specialist
Frank Olguin, Fiscal Operations Specialist

**Contra Costa County Employment & Human Services Department
Community Services Bureau
2020 Head Start Program Continuation Grant Funding Application**

**EXECUTIVE SUMMARY
INCOMING FUNDS NARRATIVE STATEMENT**

- 1. PROJECT/PROGRAM TITLE.** Head Start Program Continuation Grant Funding Application for Budget Period 1/1/20 through 12/31/20.
- 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 continuation grant funding for FY 2020.
- 4. PROPOSED TERM.** Funding must be requested annually. The standard one budget period is from 1/1/20 through 12/31/20. The budget summary below is for year 2 of the five year grant period.
- 5. CURRENT FUNDING.** Funding for 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:	T/TA	Basic Grant	TOTAL
Personnel		4,325,478	4,325,478
Fringe Benefits		2,650,000	2,650,000
T & TA	190,000	-	190,000
Travel	7,344	-	7,344
Supplies		205,000	205,000
Contractual		3,339,185	3,339,185
Construction		-	-
Other		4,706,261	4,706,261
Sub-Total of Direct Charges	197,344	15,225,924	15,423,268
Indirect Costs		1,491,111	1,491,111
Total Federal Amount Requested	197,344	16,717,035	16,914,379
Non-Federal Share	49,336	4,179,259	4,228,594
Total Federal and Non-Federal	\$246,680	\$20,896,294	\$21,142,973
<i>A22/PA20 Requested Amount for First Baptist (Delegate Agency) included in Total Amount above</i>	\$8,000	\$ 2,194,788	\$ 2,202,788

8. STAFFING REQUIREMENTS. As Grantee, Contra Costa County operates the 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 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 623) 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 August 21, 2019 meeting.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: 2020 Early Head Start Continuation Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept funding from the United States Department of Health and Human Services, Administration for Children and Families, Office of Head Start, in an amount not to exceed \$4,613,930 for Early Head Start program services for the period of January 1, 2020 through December 31, 2020.

FISCAL IMPACT:

Funding for the period January 1 through June 30, 2020 is included in the Department's FY 2019-20 budget. Funding for the period July 1 through December 31, 2020 will be included in the Department's proposed FY 2020-21 budget. The County, as Grantee, is required to generate a non-federal match of 20% of the total project budget. For 2020, the match requirement is \$922,786 which will be achieved through collaboration with State Child Development programs and the volunteer hours accrued by Head Start parents and community partners. The grant number is 09CH010862.

Federal Amount	\$3,691,144
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APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: CSB (925)
681-6389

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

By: , Deputy

cc: Nasim Eghlima, Christina Reich, Haydee Ilan

FISCAL IMPACT: (CONT'D)

Non-Federal Amount (In-kind Match) \$922,786

Total \$4,613,930

BACKGROUND: Early Head Start is a federal program that serves low-income pregnant women and families with infants and toddlers from birth to age three. It is designed to support and nurture healthy attachments between the child and the child's family. Early Head Start programs provide quality child care, child development, and other services such as medical, mental health and dental.

Head Start/Early Head Start also provides comprehensive services which include health, nutrition, social and other services determined as necessary via family needs assessments. Services are designed to be responsive to each child and family's ethnic, cultural, and linguistic heritage. Services are provided through a variety of service models including: centers or schools that children attend part or full day, family childcare homes and/or the children's own homes wherein a Head Start staff visit once per week to provide in-home services. Children who receive home-based services gather periodically with other enrolled families for group learning experiences facilitated by Head Start staff.

Contra Costa County submits an application annually to U.S. Health and Human Services Department, Administration for Children and Families, Office of Head Start, as the Head Start grantee. The annual application includes newly identified goals and objectives for the program. This is year 2 of a 5 year grant cycle. This application was reviewed and approved by the Head Start Policy Council on August 21, 2019. Approval of this board order request will allow the continued provision of Early Head Start services to program eligible children and families. CONSEQUENCE OF NEGATIVE ACTION: If not approved, the County will not receive funding to operate Early Head Start childcare centers. CHILDREN'S IMPACT STATEMENT: The Community Services Bureau of the Employment & Human Services Department's Early 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 pregnant women and families throughout Contra Costa County. ATTACHMENTS Grant letter Budget narrative



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start | Region IX | 90 Seventh Street, San Francisco, CA 94103 | www.ecikc.ohs.acf.hhs.gov

John Gioia
Board Chair
Contra Costa County
1470 Civic Ct, Ste 200
Concord, CA 94520

July 19, 2019

Re: Grant No. 09CH010862

Dear Mr. Gioia:

A grant application must be completed for the upcoming budget period. Please consult the grant application instructions to determine the type of application required. The application for the Head Start grant is due 10/01/2019.

The following table reflects the annual funding, including the approved amount from the Supplement to Increase Program Hours, if applicable, and enrollment levels for your grant.

Program	Head Start	Early Head Start
Federal Funded Enrollment	1,351	311
Funding Type	Head Start	Early Head Start
Program Operations	\$16,717,035	\$3,608,200
Training and Technical Assistance	\$197,344	\$82,944
Total Funding	\$20,605,523	

Period of Funding: 01/01/2020 – 12/31/2020

Application Submission Requirements

The application must be prepared and submitted in accordance with the *Head Start Grant Application Instructions with Guidance, Version 3 (Application Instructions)*. It must be submitted on behalf of the Authorizing Official registered in the HSES.

Incomplete applications will not be processed.

The *Application Instructions* are available on the home page of HSES. Please review the instructions carefully prior to preparing the application. Submission guidance can be found in the "Instructions" section of the HSES.

Please contact Chris Pflaumer, Program Specialist, at 415-437-8445 or chris.pflaumer@acf.hhs.gov or Frank Olguin, Fiscal Operations Specialist, at 415-437-8415 or frank.olguin@acf.hhs.gov with questions regarding the *Application Instructions*.

For assistance submitting the application in HSES, contact help@hsesinfo.org or 1-866-771-4737.

Funding is contingent upon the availability of federal funds and satisfactory performance under the terms and conditions of the Head Start grant in the current budget period.

Mr. Gioia - Page 2

Thank you for your cooperation and timely submission of the grant application.

Sincerely,

A handwritten signature in black ink, appearing to read "Jan Len", written in a cursive style.

Jan Len
Regional Program Manager
Office of Head Start

cc: Kathy Gallagher, Executive Director
Camilla Rand, Head Start Director
Chris Pflaumer, Program Specialist
Frank Olguin, Fiscal Operations Specialist

**Contra Costa County Employment & Human Services Department
Community Services Bureau
2020 Early Head Start Program Continuation Grant Funding Application**

**EXECUTIVE SUMMARY
INCOMING FUNDS NARRATIVE STATEMENT**

1. PROJECT/PROGRAM TITLE. Early Head Start Program Continuation Grant Funding Application for Budget Period 1/1/20 through 12/31/20.

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 continuation grant funding for FY 2020.

4. PROPOSED TERM. Funding must be requested annually. The standard one budget period is from 1/1/20 through 12/31/20. The budget summary below is for year 2 of the five year grant period.

5. CURRENT FUNDING. Funding for 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:	T/TA	Basic Grant	TOTAL
Personnel		325,000	325,000
Fringe Benefits		193,000	193,000
T & TA	77,600	-	77,600
Travel	5,344	-	5,344
Supplies		21,500	21,500
Contractual		965,000	965,000
Construction			
Other		2,035,450	2,035,450
Sub-Total of Direct Charges	82,944	3,539,950	3,622,894
Indirect Costs		68,250	68,250
Total Federal Amount Requested	82,944	3,608,200	3,691,144
Non-Federal Share	20,736	902,050	922,786
Total Federal and Non-Federal	\$ 103,680	\$ 4,510,250	\$ 4,613,930

8. STAFFING REQUIREMENTS. As Grantee, Contra Costa County operates the 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 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 623) 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 August 21, 2019 meeting.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Grant Award #28-366-1 from John Muir Health

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County Grant Award #28-366-1 from John Muir Health, to pay the County an amount not to exceed \$50,000 for the Public Health Division's Children's Oral Health Program, for the period from July 1, 2018 through June 30, 2019.

FISCAL IMPACT:

Acceptance of this Grant Award will result in an amount not to exceed \$50,000 from John Muir Health for support to the Children's Oral Health Program in Contra Costa County through June 30, 2019. No County match is required.

BACKGROUND:

The Public Health Division's Children's Oral Health Program works in collaboration with school districts that have 75% of the student body enrolled in the Free and Reduced Lunch Program in East and West Contra Costa County. This Grant Award funds part-time registered dental hygienists to provide preventive oral health services including dental screenings, fluoride, sealants to elementary aged children, in not less than 18 schools in Contra Costa County.

Approval of Grant Award #28-366-1 will allow the County to receive funding for dental health services

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Dan Peddycord,
925-313-6712

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

provided to elementary children in East and West Contra Costa County schools, through June 30, 2019. The Department received the award letter for these funds in July 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this Award is not approved the County will not be able to receive funding for the Children's Oral Health Services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Grant Award #28-366-2 from John Muir Health

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County Grant Award #28-366-2 from John Muir Health, to pay the County an amount not to exceed \$50,000 for the Public Health Division’s Children’s Oral Health Program, for the period from July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Acceptance of this Grant Award will result in an amount not to exceed \$50,000 from John Muir Health for support to the Children’s Oral Health Program in Contra Costa County through June 30, 2020. No County match is required.

BACKGROUND:

The Public Health Division’s Children’s Oral Health Program works in collaboration with school districts that have 75% of the student body enrolled in the Free and Reduced Lunch Program in East and West Contra Costa County. This Grant Award funds part-time registered dental hygienists to provide preventive oral health services including dental screenings, fluoride, sealants to elementary aged children, in not less than 18 schools in Contra Costa County.

Approval of Grant Award #28-366-2 will allow the County to provide dental health services to elementary

-
- APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Daniel Peddycord,
925-313-6712

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

children in East and West Contra Costa County schools, through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this Award is not approved the County will not be able to receive funding for the Children's Oral Health Services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: Early Head Start Childcare Partnership Grant Waiver

RECOMMENDATION(S):

AUTHORIZE the Employment and Human Services Director, or designee, to apply for non-federal share waiver from Administration for Children and Families for the Early Head Start Childcare Partnership Grant.

FISCAL IMPACT:

The grant amount is \$1,968,634; the Non-federal Share is \$492,159. The CFDA No. is 93.600.

BACKGROUND:

Contra Costa County submitted an application to the United States Department of Health and Human Services, Administration for Children and Families (ACF), Office of Head Start as the Head Start grantee. The Board approved the grant submission on September 11, 2018 (c.50).

As a grantee, the Department also applied for the Early Head Start Childcare Partnership grant to obtain funds to complete facility improvements at county-owned and operated childcare sites as well as childcare sites operated by County subcontractors. The board approved submission of the Early Head Start Partnerships Grant on March 12, 2019 (c.49). The budget period for these carry-over funds is September 1, 2018 through August 31, 2019. These federal Partnership Grants require a non-federal share

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: CSB (925)
681-6389

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

By: , Deputy

cc: Nasim Eghlima, Christina Reich, Haydee Ilan

BACKGROUND: (CONT'D)

in the amount of 20% of the grant total. 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. The planned expenditures pertaining to facility improvement cannot be met with volunteer hours as the use of funds do not involve classroom participation from parents. It would be difficult for the Department to meet the non-federal share because of the nature of the expenditures. Thus, the department is seeking a waiver of the non-federal share. Approval of this board order will allow the department to seek a waiver from ACF.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the department will be responsible for finding alternative ways to meet the non-federal share amount for this grant.

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.

ATTACHMENTS

Fee Waiver Request

Fee Waiver budget breakdown

CONTRA COSTA COUNTY-EHSD-COMMUNITY SERVICES BUREAU

EARLY HEAD START-CCP PROGRAM – 09HP000111

REQUEST FOR WAIVER OF NON FEDERAL SHARE

Contra Costa County Community Services Bureau (CSB) is requesting a waiver of non federal share amounting to \$492,159 for the carryover request for Early Head Start-CCP Program, Grant #09HP000111. CSB's request of carryover funds of \$4,273,918 includes operating funds as well as program improvement funds of \$1,968,634. The allocation of program improvement funds is for various purposes including but not limited to the upgrade and enhancement of CSB's centers and partners facilities to comply with the health and safety requirements of the Head Start Performance Standard. These planned expenditures pertaining to program improvement cannot be met with volunteer hours because they do not involve classroom participation from parents as well as non-involvement of the community at large. It would be difficult for the program to meet the non federal share because of the nature of these expenditures. These consists of the following planned expenditures included in the carryover request:

Vehicles	\$ 238,110
Kitchen Equipment	\$ 238,000
Upgrade Facilities-Health and Safety	<u>\$1,492,524</u>
TOTAL EXPENDITURES	<u>\$1,968,634</u>
NON FEDERAL SHARE WAIVER REQUEST	<u>\$ 492,159</u>

A detailed breakdown of these program improvement expenditures are in the attached schedule.

CONTRA COSTA COUNTY - EMPLOYMENT AND HUMAN SERVICES DEPARTMENT

COMMUNITY SERVICES BUREAU

EARLY HEAD START CHILD CARE PARTNERSHIP #2

REQUEST FOR WAIVER OF NON-FEDERAL SHARE (July 5, 2019)

EXPENDITURES

d. EQUIPMENT (Object Class 6d)

1. Vehicles	Purchase of four (4) cargo vans and four cars to meet the transportation needs of the program.	\$ 238,110
3. Kitchen Equipment	Includes a refrigerator system, a walk-in cooler, a tray make-up conveyor, mixers and shelving.	238,000

h. OTHER (Object class 6h)

1. Upgrade Facilities - Health and Safety

	- Install additional shade structure in playground area	
	- Install card reader for back door of building	
Ambrose Center	-Install SOD/Irrigation/Shed with Concrete	64,000
	- Drop Ceiling Panels	
	- Fake grass for infants	
Baby Yale Center	- Fence/playground, Flooring, Tile, Carpet	218,600
	- Repave asphalt entry/exit walkway (rear parking lot).	
	- Resurface and stripe staff parking lot	
	- Removal and replacement of current entry/exit ramps with new aluminum ramps for modular building's a & b	209,973
Balboa Center		209,973
Bayo Vista Center	- New PS, Pour & Play and Garden Equipment, add signages	64,000
Contra Costa College Center	- Lay down new sod for playground area	
	- Remove and replace current shed in playground area, turf for Playground, new carpet	55,000
	- Add small toddler structure to middle playground area	
	- Add storage unit for educational supplies	
	- Playground play equip./surfacing, remove commercial stove and replace with new (non-commercial), paint area behind old existing stove, install new cabinetry, and dishwasher in kitchen area	80,000
Crescent Park Center		80,000
6 Directly Operated Centers	- Ergo Funitures (Offices) - Sit-Stand Funitures at (1) Ambrose, (2) Balboa, (3) Bayo Vista, (4) CC College, (5) Crescent Park, and (6) Los Arboles	
	- Kitchen renovations for directly operated centers	265,051
	- Resurface and re-stripe parking lot	
Kid's Castle Center	- Roof repair	185,000
KinderCare Mahogany Center	- Cots and Sheets	
	- Play structure and fall cushion	66,900
	- Carpet in break room, install small toddler structure, surfacing, and fence in playground area	
Los Arboles Center	- Replacement of current fall cushion that has deteriorated areas (pour & play)	85,000
Tiny Toes Center	- Back and front play structures	99,000
Center	- Security fence, exterior doors, replace flooring	30,000
YMCA Richmond Center	- Security fence, repl. ramp, reconfigure ramp for room one, increase toddler yard size, privacy wall, reconfig storage, add security	30,000
YMCA Rodeo Center	visibility	40,000
Total Upgrade Facilities - Health and Safety		1,492,524
TOTAL EXPENDITURES		\$ 1,968,634
NON FEDERAL MATCH (IN-KIND) WAIVER REQUEST		\$ 492,159



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Grant Award #28-900 California Institute for Behavioral Health Solutions

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a Grant Award #28-900 from the California Institute for Behavioral Health Solutions, to pay the County an amount not to exceed \$503,403, for prevention screening, intervention, and treatment services to reduce Opioid Use Disorder (OUD) for youth in East and West Contra Costa County, for the period from July 1, 2019 through August 31, 2020.

FISCAL IMPACT:

Approval of this Agreement will result in an amount not to exceed \$503,403 payable to the County. No County match required.

BACKGROUND:

This Grant is needed to expand access to youth-friendly prevention, screening, intervention and treatment services to reduce opioid use disorder (OUD) among youth ages 13 through 24 years. Services will be provided to high school youth in Antioch, Pittsburg and West Contra Costa Unified School Districts, Juvenile Hall, Golden Gate Community Schools operated by Contra

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Dan Peddycord,
925-313-6712

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Costa Office of Education, Calli House Youth Shelter and Concord Homeless Shelter. Data from the California Opioid Overdose Surveillance Dashboard show that areas of West and East Contra Costa, including Richmond, Pittsburg and Antioch, have some of the highest rates of opioid overdose deaths for all ages in the county, indicating that misuse of opioids and OUD is an issue in these areas. Because most adults with OUD started using opioids before age 25, misuse of opioids and OUD among youth and young adults in these areas is a concern.

Approval of Grant Award #28-900 with allow County to receive funds for prevention screening, intervention, and treatment services for youth to reduce OUD through August 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this award is not accepted, County will not receive funds to reduce opioid use disorder and opioid overdose among youth in East and West Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' children's outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families".



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Agreement #28-602-19 with the California Department of Public Health

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #28-602-19 (State #19-10353) with the California Department of Public Health, including full indemnification of the State of California, to pay County an amount not to exceed \$2,820,573, to continue the CalFresh Healthy Living Program, which educates the public on healthful nutrition and physical activity practices to reduce risk for chronic disease, for the period from October 1, 2019 through September 30, 2022.

FISCAL IMPACT:

Approval of this agreement will result in an amount not to exceed \$2,820,573 of State funding for the County's Nutrition and Physical Activity Promotion Project. No County match required.

BACKGROUND:

The goal of the Program is to educate the public, particularly low-income consumers, on healthful nutrition and physical activity practices to reduce risk for chronic disease. The objectives will be to increase access to healthy fruits, vegetables and beverages in a minimum of 6 organizations that provide supplemental sources of including food banks, school and after-school

-
- APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Daniel Peddycord,
925-313-6712

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

programs, summer meal programs and senior meal sites, reaching a minimum of 6,000 Supplement Nutrition Assistance Program-Education (SNAP-Ed) eligible adults and their families.

On July 12, 2016, the Board of Supervisors approved Agreement #28-602-16 (as amended by Amendment Agreement #28-602-17) with the California Department of Public Health, for the California Nutrition Network” Program (now known as the CalFresh Healthy Living Program) for the period from October 1, 2016 through September 30, 2019.

Approval of Agreement #28-602-19 will provide County continuous funding support to create innovative partnerships, that assist the SNAP-Ed eligible consumers, in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle, through September 30, 2022. This Agreement includes fully indemnifying the State of California.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive funds to educate SNAP-Ed eligible on healthful nutrition and physical activity practices, to help reduce risk for chronic disease.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: Contract with Laboratory Corporation of America Holdings for Genetic Parentage Testing Services for Clients

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Laboratory Corporation of America Holdings, a Corporation of Delaware, in an amount not to exceed \$15,000 to provide genetic parentage testing services for clients of the Children and Family Services Bureau for the period July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

This Contract will increase the department budget expenditures by \$15,000 to be funded by 30% County and 70% State 2011 Realignment funds.

BACKGROUND:

On June 20, 2019, the Employment and Human Services Department (EHSD) was notified that The California Department of Child Support Services (CDSS) has obtained a statewide Contract for Genetic Testing that goes into effect July 1, 2019. CDSS will no longer be able to facilitate payment for EHSD's Genetic Testing under the County's existing Department of Child Support Services (DCSS) Contract with Laboratory Corporation of America Holdings (known as LabCorp), which was immediately terminated on June 30, 2019. This required EHSD to take on these contracting

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Gina Chenoweth
8-4961

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

responsibilities with LabCorp. The Contra Costa County DCSS contacted the CDSS Office to see if CDSS could keep the current account open until EHSD was able to get another County contract in place. CDSS advised that LabCorp would work with EHSD, so there would be no disruption in services.

The services provided under this Contract must meet certain conditions to meet the current needs of EHSD for Children and Family Services (CFS) clients. This service is court ordered and requires an active provider to handle service delivery for clients. This Contract contains modified indemnification and insurance, which have been reviewed and approved by Risk Management. LabCorp has requested further modifications to the insurance language which will require another review and approval by Risk Management. Therefore, the contract has not yet been approved as to form.

CONSEQUENCE OF NEGATIVE ACTION:

County will not be able to comply with court-ordered genetic testing of CFS clients.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #77-125-1 with Center for Autism and Related Disorders, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-125-1 with Center for Autism and Related Disorders, LLC, a limited liability partnership, in an amount not to exceed \$2,500,000, to provide applied behavior analysis (ABA) services for Contra Costa Health Plan (CCHP) members for the period from October 1, 2019 through September 30, 2020.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

BACKGROUND:

On September 19, 2017, the Board of Supervisors approved Contract #77-125 with Center for Autism and Related Disorders, LLC to provide ABA services to CCHP members for the period October 1, 2017 through September 30, 2019.

Approval of Contract #77-125-1 will allow the Contractor to continue to provide ABA services to CCHP members through July 31, 2020.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this 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: September 10, 2019

Subject: Family and Children's Trust, YMCA of the East Bay Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Family and Children's Trust Committee, to execute a contract with modified indemnification language with YMCA of the East Bay in an amount not to exceed \$80,000 to provide Attachment, Recognition, and Competency Project services for the period September 1, 2019 through August 31, 2020.

FISCAL IMPACT:

The contract, not to exceed \$80,000, is funded 100% State Child Abuse Prevention, Intervention, and Treatment funding.

BACKGROUND:

The Attachment, Self -Regulation, and Competency Project will provide mental health services, including trauma focused therapy to elementary school students in San Pablo. Through the provision of direct services and advocacy in English and Spanish, caregivers and families will receive support and information to help them with positive nurturing parenting; provide students with trauma focused counseling to improve resiliency and emotional behavioral health; reduce barriers to treatment; decrease the risk of abuse and neglect; and provide services that are culturally and linguistically appropriate.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Elaine Burres
608-4960

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without funding the Family and Children's Trust Committee funding, the trauma-informed therapy, education and family therapy program would not be implemented.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #77-103-2 with American Hospice and Home Health Care Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-103-2 with American Hospice and Home Health Care Services, Inc., in an amount not to exceed \$250,000, to provide hospice and home healthcare services for Contra Costa Health Plan (CCHP) members, for the period from September 1, 2019 through August 31, 2021.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

BACKGROUND:

On September 12, 2017, the Board of Supervisors approved Contract #77-103 (as amended by Amendment Agreement #77-103-1) with American Hospice and Home Health Care Services, Inc. to provide hospice and home healthcare services for CCHP members, for the period from September 1, 2017 through August 31, 2019.

Approval of Contract #77-103-2 will allow the Contractor to continue to provide hospice and home healthcare services for CCHP members through August 31, 2021.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this 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: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Amendment #74-571-2 with Psynergy Programs, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-571-2 with Psynergy Programs, Inc., a corporation, effective September 1, 2019, to amend Contract #74-571-1, to increase the payment limit by \$202,749, from \$179,242 to a new payment limit of \$381,991, with no change in the original term of July 1, 2019 through June 30, 2020, to provide additional residential and mental health services to adults diagnosed with Serious Mental Illness (SMI) and Serious Persistent Mental Illness (SPMI).

FISCAL IMPACT:

This Contract is funded by 26% Federal Medi-Cal and by 74% Mental Health Services Act.

BACKGROUND:

This Contract meets the social needs of County's population by providing residential facilities for adults who require support and are being discharged from state hospitals or psychiatric health facilities and require step-down care to transition to community living.

On June 11, 2019, the Board of Supervisors approved Contract #74-571-1 with

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, PhD.,
925-957-5212

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Psynergy Programs, Inc. for the provision of residential and mental health services to adults diagnosed with SMI and SPMI being stepped down from Institutes for Mental Diseases (IMD) levels of care and transition back into the community, for the period from July 1, 2019 through June 30, 2020.

Approval of Amendment Agreement #74-571-2, will allow the Contractor to provide additional residential and mental health services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County clients in need of crisis residential or step-down care will not have access to Contractor's services possibly resulting in higher levels of placement, including hospitalization.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: Contract with Mount Diablo Unified School District for Workforce Development Services for Youth

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an Interagency Agreement with Mount Diablo Unified School District in an amount not to exceed \$375,000 to provide Workforce Innovation and Opportunity Act (WIOA) youth workforce development services in Central County and Bay Point, for the period July 1, 2019 through September 30, 2020.

FISCAL IMPACT:

This interagency agreement will increase department expenditures by \$375,000 to be funded 100% with Federal Workforce Innovation and Opportunity Act revenues. CFDA# 17.259

BACKGROUND:

This Agreement was awarded through Request for Proposal (RFP) 1150 for the provision of comprehensive Workforce Innovation and Opportunity Act (WIOA) youth development services to eligible youth ages 16-24 in Central Contra Costa County and Bay Point. Funding for this Agreement will come from WIOA formula youth funds.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Gina Chenoweth
8-4961

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

WIOA defines the nation's job training system and provides guidance for local workforce investment systems designed to increase the employment, retention, and earnings of participants, and to increase occupational skill attainment by participants. The goals of these efforts are to improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation. Agency will provide a systematic approach that offers eligible in-school and out-of-school youth a broad range of coordinated services.

This includes assistance in academic and occupational learning; development of leadership skills; and preparation for further education, additional training, and eventual employment. Programs will provide guidance for youth that is balanced with appropriate consideration of each youth's involvement in his or her training and educational plan.

This Agreement contains mutual indemnification language requiring County and Agency to indemnify the other for their negligent or intentional acts of omissions. This mutual indemnification language has been reviewed and approved by County's Risk Management Department.

CONSEQUENCE OF NEGATIVE ACTION:

Without this Agreement, in-school and out-of-school youth in Central Contra Costa County and Bay Point will not receive assistance in overcoming barriers to employment, job readiness, educational programs, and career building.

CHILDREN'S IMPACT STATEMENT:

The services provided under this Agreement support all five of Contra Costa County's community outcomes: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by providing training and employment opportunities for in-school and out-of-school youth.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: September 10, 2019

Subject: Ricoh, USA, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee to execute a contract amendment with Ricoh, USA, Inc., to increase the payment limit by \$200,000 to a new limit of \$500,000 and extend the date of the contract from October 1, 2017 through September 30, 2021 for scanning and indexing services.

FISCAL IMPACT:

\$500,000 General Fund; Budgeted.

BACKGROUND:

The Office of the Sheriff-Coroner has a backlog of files currently kept at the Office of the Sheriff's Records and Identification Unit. These documents include federal bookings and the Office of the Sheriff's Custody Alternative bookings. Due to the short staffing issues that continues to face the Sheriff's Records Unit it is imperative to have an outside contractor complete the work.

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff will be unable to scan an index the backlog of documents at the Office of the Sheriff's Records and Identification Unit.

CHILDREN'S IMPACT STATEMENT:

No impact.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sandra Brown
925-335-1553

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #77-100-1 with East Bay ABA Group, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-100-1 with East Bay ABA Group, LLC, in an amount not to exceed \$1,000,000, to provide applied behavior analysis (ABA) services for Contra Costa Health Plan (CCHP) members, for the period from September 1, 2019 through August 31, 2021.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

BACKGROUND:

On July 11, 2017 the Board of Supervisors approved Contract #77-100 with East Bay ABA Group, LLC, to provide ABA services to CCHP members for the period from September 1, 2017 through August 31, 2019.

Approval of Contract #77-100-1 will allow the Contractor to continue to provide ABA services to CCHP members through August 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members will not be provided.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #27-168-15 with Planned Parenthood: Shasta-Diablo, Inc. (dba Planned Parenthood Northern California)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-168-15 with Planned Parenthood: Shasta-Diablo, Inc. (dba Planned Parenthood Northern California), a non-profit corporation, in an amount not to exceed \$4,000,000, to provide obstetrics/gynecology, family planning and mental health services for Contra Costa Health Plan (CCHP) members, for the period from October 1, 2019 through September 30, 2020.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

BACKGROUND:

On October 23, 2018, the Board of Supervisors approved Contract #27-168-14 with Planned Parenthood: Shasta-Diablo, Inc. (dba Planned Parenthood Northern California), to provide obstetrics/gynecology, family planning and mental health services to CCHP members for the period from October 1, 2018 through September 30, 2019.

Approval of Contract #27-168-15 will allow the Contractor to continue to provide obstetrics/gynecology, family planning and mental health services to CCHP members through September 30, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members will not be provided.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #27-918-3 with Etwaru Eye Center

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-918-3 with Etwaru Eye Center, a corporation, in an amount not to exceed \$500,000, to provide ophthalmology services for Contra Costa Health Plan (CCHP) members, for the period from October 1, 2019 through September 30, 2021.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II. (Rate Increase)

BACKGROUND:

On October 17, 2017, the Board of Supervisors approved Contract #27-918-2 with Gupta Etwaru, M.D., (now known as Etwaru Eye Center) to provide ophthalmology services for CCHP members, for the period from October 1, 2017 through September 30, 2019.

Approval of Contract #27-918-3 will allow the Contractor to continue providing ophthalmology services to CCHP members through September 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members will not be provided.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #77-251 with Premier Surgery Center, L.P.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Service Director, or designee, to execute on behalf of the County Contract #77-251 with Premier Surgery Center, L.P., a limited partnership, in an amount not to exceed \$3,000,000, to provide ambulatory surgery services (ASC) for Contra Costa Health Plan (CCHP) members, for the period from September 1, 2019 through August 31, 2020.

FISCAL IMPACT:

This Contract funded 100% by CCHP Enterprise Fund II.

BACKGROUND:

Under Contract #77-251, the Contractor will provide ASC services for CCHP members, for the period from September 1, 2019 through August 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members will not be provided.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: September 10, 2019

Subject: Purchase Order - Sysco Food Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Sysco Food Services in an amount not to exceed \$3,000,000 to provide poultry products, equipment and supplies as needed within the three County detention facilities for the period October 1, 2019 through September 30, 2021.

FISCAL IMPACT:

100% General Fund; Budgeted.

BACKGROUND:

Sysco Food Services provides food products including poultry, equipment and supplies needed to support the inmates feeding program at the three County detention facilities. This vendor is the only Northern California food services provider specializing in providing food products to detention facilities in bulk quantities. Their product pricing is through MedAssets contracts, in which the County has membership. The County benefits significantly by using Sysco in the form of financial incentives on both bulk purchases and manufacturer's rebates resulting in increased purchasing power to the department.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Liz Arbuckle, (925)
335-1529

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

By: , Deputy

cc: Paul Reyes, Liz Arbuckle, Alycia Rubio, Heike Anderson



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #24-794-9(12) with BHC Sierra Vista Hospital, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-794-9(12) containing mutual indemnification with BHC Sierra Vista Hospital, Inc., a corporation, in an amount not to exceed \$75,000, to provide inpatient psychiatric hospital services to County-referred adults and adolescents, for the period from July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment. (No rate increase)

BACKGROUND:

On July 24, 2018, the Board of Supervisors approved Contract #24-794-9(10) with BHC Sierra Vista Hospital, Inc., for its Sierra Vista Hospital, for the provision of inpatient psychiatric hospital services to County-referred adults and adolescents, for the period from November 1, 2018 through June 30, 2019. Approval of Contract #24-794-9(12) will allow the Contractor to continue to provide inpatient psychiatric hospital services through June 30, 2020. This Contract contains mutual indemnification.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, PhD.,
925-957-5212

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

By: , Deputy

cc: L Walker, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's mental health clients will not receive needed inpatient psychiatric services from Contractor's facility.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcome: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include a decrease in the need for inpatient care and placement at a lower level of care.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Agreement #26-338-24 with American Red Cross

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #26-338-24 containing mutual indemnification with American Red Cross, a non-profit corporation, in an amount not to exceed \$1,500,000, to provide total blood and blood component products and associated services as needed for patients at the Contra Costa Regional Medical Center (CCRMC) and Health Centers for the period from July 1, 2019 through June 30, 2023.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

On March 21, 2017, the Board of Supervisors approved Contract #26-338-19, as amended by Amendment Agreements #26-338-20 through #26-338-23 with American Red Cross, to provide total blood and blood component products and associated services as needed for patients at CCRMC and Health Centers, for the period from April 1, 2017 through June 30, 2019.

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jaspreet Benepal,
925-370-5101

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Agreement #26-338-24 will allow Contractor to continue to provide total blood and blood component products and services, through June 30, 2023, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Agreement and arbitration.

CONSEQUENCE OF NEGATIVE ACTION:

If this Agreement is not approved, the County will not be able to provide blood and blood component products and associated services as needed for patients at CCRMC and Health Centers.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #26-911-30 with Thomas B. Hargrave, III, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #26-911-30 with Thomas B. Hargrave, III, M.D., an individual, in an amount not to exceed \$444,000, to provide gastroenterology services at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from September 1, 2019 through August 31, 2020.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On July 24, 2018, the Board of Supervisors approved Contract #26-911-28 (as amended by Contract Amendment Agreement #26-911-29) with Thomas B. Hargrave, III, M.D, to provide gastroenterology services at CCRMC and Contra Costa Health Centers, for the period from September 1, 2018 through August 31, 2019.

Approval of Contract #26-911-30 will allow Contractor to continue to provide gastroenterology services at CCRMC and Contra Costa Health Centers through August 31, 2020.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: A Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring gastroenterology services will not have access to Contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: APPROVE Contract Amendment No. 1 with Willdan Engineering, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Contract Amendment No. 1 with Willdan Engineering, effective September 1, 2019, to increase the payment limit by \$15,000 to a new payment limit of \$265,000, and to extend the term from August 31, 2019 to January 31, 2020 to provide on-call municipal services, Countywide. Project No.: Various

FISCAL IMPACT:

100% Various Public Works Funds

BACKGROUND:

On August 8, 2017, the Board of Supervisors approved a contract with Willdan Engineering to augment Public Works Department staff. A contract extension is needed to continue professional services relating to several internal projects currently in progress. Projects include research, data collection, analysis, updating records, and recommendations on processes, as needed. The on-call contract will be in effect, with the approval of this amendment, until January 31, 2020.

Government Code section 31000 authorizes the County to contract for services including the type of municipal services that Willdan Engineering provides.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Carrie Ricci,
925-313-2235

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of the contract amendment, necessary work in the Finance Division of Public Works may not be completed in a timely manner.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #27-401-15 with Richard Y. Lao, LAC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Service Director, or designee, to execute on behalf of the County Contract #27-401-15 with Richard Y. Lao, LAC, an individual, in an amount not to exceed \$225,000, to provide acupuncture services for Contra Costa Health Plan (CCHP) members, for the period from October 1, 2019 through September 30, 2021.

FISCAL IMPACT:

This Contract funded 100% by CCHP Enterprise Fund II. (Rate increase)

BACKGROUND:

In September 2016, the County Administrator approved and the Purchasing Services Manager executed Contract #27-401-14 with Richard Y. Lao, LAC to provide acupuncture services for CCHP members, for the period from October 1, 2016 through September 30, 2019.

Approval of Contract #27-401-15 will allow the Contractor to continue to provide acupuncture services to CCHP members through September 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members will not be provided.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Amendment #74-058-27 with Seneca Family of Agencies

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-058-27 with Seneca Family of Agencies, a non-profit corporation, effective April 1, 2019, to amend Novation Contract #74-058-26, to increase the payment limit by \$400,540, from \$8,644,842 to a new payment limit of \$9,045,382, with no change in the original term of July 1, 2018 through June 30, 2019, and to increase the automatic extension payment limit by \$200,270, from \$4,322,421 to a new automatic extension payment limit of \$4,522,691, with no change in the automatic extension term through December 31, 2019.

FISCAL IMPACT:

This Amendment is funded by 49% Federal Medi-Cal, 38% Mental Health Realignment, 8% Mt. Diablo Unified School District and 5% Employment and Human Services Department. (No rate increase)

BACKGROUND:

On December 18, 2018, the Board of Supervisors approved Novation Contract #74-058-26 with Seneca Family of Agencies for the provision of

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, PhD.,
925-957-5212

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Mobile Crisis Response Teams for seriously emotionally disturbed (SED) children and their families, for the period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019.

Approval of Contract Amendment Agreement #74-058-27 will allow the Contractor to provide additional services through December 31, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, SED children throughout Contra Costa County will have reduced access to specialty mental health services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Novation Contract #74-315-16 with Community Options for Families and Youth, Incorporated

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-315-16 with Community Options for Families and Youth, Incorporated, a non-profit corporation, in an amount not to exceed \$1,435,226, to provide Therapeutic Behavioral Services (TBS) and outpatient mental health services to Seriously Emotionally Disturbed (SED) children and youth, and their families, for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020 in an amount not to exceed \$717,613.

FISCAL IMPACT:

This Contract is funded by 50% Federal Early and Periodic Screening, Diagnosis and Treatment (EPSDT) and 50% Mental Health Realignment Funds. (Rate increase)

BACKGROUND:

On December 18, 2018, the Board of Supervisors approved Novation Contract #74-315-15 with Community Options for Families and Youth, Incorporated to provide TBS, Multisystemic Behavioral Therapy and Counseling Enriched Classroom school-based services, for the period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, PhD.,
925-957-5212

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Novation Contract #74-315-16 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services, through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED children and youth involved in the juvenile justice system will not have access to Contractor's mental health services which may result in a reduction of services and placement in higher levels of care.

CHILDREN'S IMPACT STATEMENT:

This TBS program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #77-111-1 with Diablo Valley Drug and Alcohol Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-111-1 with Diablo Valley Drug and Alcohol Services, Inc., a corporation, in an amount not to exceed \$250,000, to provide substance abuse treatment services for Contra Costa Health Plan (CCHP) members, for the period from September 1, 2019 through August 31, 2021.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

BACKGROUND:

On September 26, 2017, the Board of Supervisors approved Contract #77-111 with Diablo Valley Drug and Alcohol Services, Inc., to provide substance abuse treatment services for CCHP members, for the period from September 1, 2017 through August 31, 2019.

Approval of Contract #77-111-1 will allow the Contractor to continue to provide substance abuse treatment services for CCHP members through August 31, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members will not be provided.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract Amendment Agreement #26-995-18 with George Lee, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract Amendment Agreement #26-995-18 with George Lee, M.D., an individual, effective May 1, 2019, to amend Contract #26-995-17, to increase the payment limit by \$260,000, from \$1,590,000 to a new payment limit of \$1,850,000, with no change in the original term of August 1, 2018 through July 31, 2021.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On August 7, 2018, the Board of Supervisors approved Contract #26-995-17 with George Lee, M.D., to provide anesthesia services including consultation, training, on-call coverage services and medical procedures at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period August 1, 2018 through July 31, 2021.

Approval of Contract Amendment Agreement #26-995-18 will allow the Contractor to provide additional hours of anesthesia services at CCRMC and Health Centers through July 31, 2021

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: A Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients at CCRMC and Health Centers requiring anesthesiology will not have access to Contractor's services.

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Novation Contract #74-363-10 with La Clínica de La Raza, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-363-10 with La Clínica de La Raza, Inc., a non-profit corporation, in an amount not to exceed \$288,975, to provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services, for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020 in an amount not to exceed \$144,486.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Services Act. (Rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing Latinos residing in Central and East Contra Costa County with screenings for risk factors, such as symptoms of depression, anxiety, substance abuse, reactions to trauma, domestic violence, sleep difficulties, and pain; and by providing education and support to Latino parents and caregivers so that they can support the strong development of their children and youth.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, PhD.,
925-957-5212

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On June 26, 2018, the Board of Supervisors approved Novation Contract #74-363-9 with La Clínica de La Raza, Inc., to provide MHSA PEI services to Latino residents of Central and East County, for the period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019.

Approval of Novation Contract #74-363-10 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not receive mental health risk factor screening for children and adults, behavioral health intervention, and psycho-educational and parenting groups from this Contractor.

CHILDREN'S IMPACT STATEMENT:

This MHSA PEI program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Novation Contract #24-928-28 with Fred Finch Youth Center

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #24-928-28 with Fred Finch Youth Center, a non-profit corporation, in an amount not to exceed \$1,334,068, to provide school and community based mental health services to adolescent children, including Therapeutic Behavioral Services (TBS), for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020 in an amount not to exceed \$667,034.

FISCAL IMPACT:

This Contract is funded by 49% Federal Medi-Cal, 49% Mental Health Realignment Funds and 2% by Mt. Diablo Unified School District. (Rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing school and community based mental health services including: assessments, individual, group and family therapy, medication support, case management, outreach, TBS and crisis intervention services for Seriously Emotionally Disturbed (SED) middle and high school aged children and their families.

APPROVE
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 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, PhD.,
925-957-5212

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On December 18, 2018, the Board of Supervisors approved Novation Contract #24-928-27 with Fred Finch Youth Center, for the period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019, for the provision of school-based day treatment and mental health services for students in the Mt. Diablo Unified School District.

Approval of Novation Contract #24-928-28 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED children within the Mt. Diablo Unified School District will not receive the school-based day treatment and mental health services that they need and may require higher and more costly levels of treatment.

CHILDREN'S IMPACT STATEMENT:

This EPSDT program supports the following Board of Supervisors' community outcomes; "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Amendment #26-768-9 with Frederick J. Nachtwey, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-768-9 with Fred Nachtwey, M.D., an individual, effective August 1, 2019, to amend Contract #26-768-8, to increase the payment limit by \$123,000, from \$384,000 to a new payment limit of \$507,000, with no change in the term of November 1, 2018 through October 31, 2021.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On October 16, 2018, the Board of Supervisors approved Contract #26-768-8 with Frederick J. Nachtwey, M.D. for the provision of pulmonary services including consultation, sleep studies and medical procedures at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from November 1, 2018 through October 31, 2021.

Approval of Contract Amendment Agreement #26-768-9 will allow the

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Contractor to provide additional pulmonary services at CCRMC and Health Centers through October 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring pulmonary services will not have access to Contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 10, 2019

Subject: Tax and Bond Counsel Contract Amendments with Quint & Thimmig LLP

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute two contract amendments with Quint & Thimmig LLP (Contractor) to extend the contract termination date from June 30, 2019 to June 30, 2021, with no change to the payment limits:

1. For tax and bond counsel services related to Multifamily Housing Revenue Bond and Assessment District and Community Facilities District Bond issues (existing payment limit \$500,000); and
2. For tax and bond counsel services related to Tax Allocation Revenue Bond issues (existing payment limit of \$250,000).

FISCAL IMPACT:

The cost of tax and bond counsel services is covered in the cost of issuance included in each bond issue. Fees are negotiated for each borrowing transaction based upon the size and complexity of the transaction.

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- APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Kristen Lackey (925)
674-7888

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

By: , Deputy

cc:

BACKGROUND:

On April 4, 2016, the County issued a Request for Proposals (RFP) for Tax and Bond Counsel Services. After review by the Debt Affordability Advisory Committee (DAAC) and firm interviews, Quint & Thimmig LLP was selected to provide bond and tax counsel services to the County for Multifamily Housing Revenue Bond, Assessment and Community Facilities District Bond, and Tax Allocation Revenue Bond issues. This amendment will allow the Contractor to continue to provide the services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

The County would not have legal representation on County Multifamily Housing Revenue Bond, Assessment District, Community Facilities District and Tax Allocation Revenue Bond issues.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Novation Interagency Agreement #74-371-11 with Mt. Diablo Unified School District

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Interagency Agreement #74-371-11 with Mt. Diablo Unified School District, a government agency, in an amount not to exceed \$3,820,521, to provide school-based mental health services to Seriously Emotionally Disturbed (SED) students in the Mt. Diablo Unified School District, for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020 in an amount not to exceed \$1,775,863.

FISCAL IMPACT:

This Contract is funded 46% by Federal Medi-Cal, 46% Mental Health Realignment Funds, 8% Mt. Diablo Unified School District. (Rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing school and community based mental health services, including assessments; individual, group and family therapy; medication support; case management; outreach; and crisis intervention services for children at Sunrise School, Fair Oaks Elementary and Olympic and Mt. Diablo High School, and their

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, PhD.,
925-957-5212

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

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

families.

On September 11, 2018, the Board of Supervisors approved Interagency Agreement #74-371-10 with Mt. Diablo Unified School District, for the period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019, for the provision of school-based mental health services to SED students.

Approval of Novation Interagency Agreement #74-371-11 replaces the automatic extension and will allow the Agency to continue providing services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED children will have reduced access to treatment services and may require placement at higher level of care, including hospitalization or residential care in Mt. Diablo Unified School District.

CHILDREN'S IMPACT STATEMENT:

This school-based program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Novation Contract #74-526-5 with Community Options for Families and Youth, Incorporated

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-526-5 with Community Options for Families and Youth, Incorporated, a non-profit corporation, in an amount not to exceed \$2,269,767, to provide mental health services including multisystemic therapy (MST) and functional family therapy for Seriously Emotionally Disturbed (SED) adolescents and their families, for the period from July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$1,134,884.

FISCAL IMPACT:

This Contract is funded by 40% Federal Medi-Cal, 20% Mental Health Realignment, and 40% Probation/Mental Health Service Act. (Rate increase)

BACKGROUND:

On December 18, 2018, the Board of Supervisors approved Novation Contract #74-526-3, as amended by Amendment Agreement #74-526-4, with Community Options for Families and Youth, Inc., for the provision of mental health services including MST and a Functional Family Therapy Program for SED adolescents who are discharged from Juvenile Hall and the Orin Allen Youth Rehabilitation Facility,

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano PhD.,
925-957-5212

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

for the period from July 1, 2018 through June 30, 2019 which included a six-month extension through December 31, 2019.

Approval of Novation Contract #74-526-5 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing mental health services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED children and adolescents involved in the juvenile justice system will not have access to Contractor's mental health services which may result in a reduction of services and placement in higher levels of care.

CHILDREN'S IMPACT STATEMENT:

This Board action supports three of the Board of Supervisors' children's outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Amendment #76-564-2 with Prometheus Laboratories, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-564-2 with Prometheus Laboratories, Inc., a corporation, effective May 15, 2019, to amend Contract #76-564-1, to modify the fee schedule to reduce rates and continue to provide outside laboratory testing services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, with no change in the original payment limit of \$300,000, and no change in the original term of November 1, 2017 through October 31, 2020.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On April 10, 2018, the Board of Supervisors approved Contract #76-564-1 with Prometheus Laboratories, Inc., to provide outside laboratory testing services including testing for patients diagnosed with Hepatitis C, to reduce the number of liver biopsies performed at CCRMC

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jaspreet Benepal,
925-370-5741

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

and Contra Costa Health Centers, for the period from November 1, 2017 through October 31, 2020.

Approval of Amendment Agreement #76-564-2 will allow Contractor to provide outside laboratory testing services at a reduced rate through October 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring outside testing services for liver abnormalities will not have access to Contractor's services at a lower rate.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Diana Becton, District Attorney
Date: September 10, 2019

Subject: Victim/Witness Grant Award for October 1, 2019 through September 30, 2020

RECOMMENDATION(S):

APPROVE and AUTHORIZE the District Attorney, or designee, to submit an application and execute a grant award agreement, and any extensions or amendments thereof pursuant to State guidelines, with the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch, for funding of the Victim/Witness Assistance Program in the amount of \$1,389,342 for the period October 1, 2019 through September 30, 2020.

FISCAL IMPACT:

The District Attorney will receive \$1,389,342 of revenues that have been budgeted. This grant requires a match of \$62,669 which will be met either in-kind or cash match. Department has requested a match waiver for the remainder of the required match.

BACKGROUND:

On June 22, 2004, the District Attorney was designated by the Board of Supervisors as the provider of comprehensive victim and witness services for the County, effective

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jason Chan, (925)
957-2234

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

July 1, 2004. Fiscal year 2019-2020 is the sixteenth year that the District Attorney is applying for funds available to support the costs of Contra Costa County's Victim/Witness Assistance Program. The grant application will continue to fund staff salaries and benefits to provide services to victims and witnesses of crimes.

CONSEQUENCE OF NEGATIVE ACTION:

The District Attorney will be unable to apply for the grant.

ATTACHMENTS

Resolution 2019/538

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019/538

In The Matter Of: Victim/Witness Assistance (VW) Program Grant Award for October 1, 2019 through September 30, 2020.

WHEREAS the Board of Supervisors, Contra Costa County, desires to undertake a certain project designated as the Victim/Witness Assistance (VW) Program to be funded in part from funds made available under the authority of the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch.

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of the County of Contra Costa is authorized to execute, on behalf of the Board of Supervisors, the Grant Award Agreement, including any extensions or amendments thereof.

BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

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

Contact: Jason Chan, (925) 957-2234

ATTESTED: September 10, 2019

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #76-555-3 with Initha R.Elangovan, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-555-3 with Initha R. Elangovan, M.D., an individual, in an amount not to exceed \$420,000, to provide pulmonology services for Contra Costa Regional Medical Center (CCRMC) and Health Centers patients, for the period September 1, 2019 through August 31, 2020.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No Rate Increase)

BACKGROUND:

On September 1, 2018, the Board of Supervisors approved Contract #76-555-2 with Initha R.Elangovan, M.D., to provide pulmonology services at CCRMC and Health Centers, for the period September 1, 2018 through August 31, 2019.

Approval of Contract #76-555-3 will allow Contractor to continue to provide pulmonology services at CCRMC and Health Centers through August 31, 2020.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: A Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring pulmonology 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: September 10, 2019

Subject: Contract #24-681-82(13) with Modesto RLC, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #24-681-82(13) with Modesto RLC, LLC, a limited liability company, in an amount not to exceed \$224,316, to provide augmented board and care services, including room, board, care and supervision for County referred mentally disordered clients, for the period from September 1, 2019 through August 31, 2020.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Services Act. (Rate increase)

BACKGROUND:

This Contract meets the social needs of the County's population by augmenting room and board and providing twenty-four hour emergency residential care and supervision to eligible mentally disordered clients, who are specifically referred by the Mental Health Program Staff and who are served by County Mental Health Services.

On August 7, 2018, the Board of Supervisors approved Contract #24-681-82(12) with Modesto RLC, LLC, for the provision of augmented board and care services for County-referred

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

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

By: , Deputy

cc: A Floyd , M Wilhelm

BACKGROUND: (CONT'D)

mentally disordered clients for the period from September 1, 2018 through August 31, 2019.

Approval of Contract #24-681-82(13) will allow Contractor to continue providing augmented board and care services through August 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County residents will not receive services provided by this contractor.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #77-134-1 with Positive Pathways, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-134-1 with Positive Pathways, LLC, a limited liability company, in an amount not to exceed \$2,000,000, to provide applied behavior analysis services for Contra Costa Health Plan (CCHP) members, for the period from October 1, 2019 through September 30, 2021.

FISCAL IMPACT:

This Contract is funded 100% CCHP Enterprise Fund II.

BACKGROUND:

On October 17, 2017, the Board of Supervisors approved Contract #77-134 with Positive Pathways, LLC to provide applied behavior analysis services to CCHP members.

Approval of Contract #77-134-1 will allow the Contractor to continue to provide applied behavior analysis services to CCHP members through September 30, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members will not receive the benefits of applied behavior analysis services from the Contractor.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #23-398-14 with RHD Healthcare Consulting, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-398-14 with RHD Healthcare Consulting, Inc., a corporation, in an amount not to exceed \$290,160 to provide consultation and technical assistance on billing, privacy and related regulatory issues for the Health Services Department, for the period from October 1, 2019 through September 30, 2020.

FISCAL IMPACT:

Funding for this Contract is included in the Health Services Department's Hospital Enterprise Fund I.

BACKGROUND:

On September 11, 2018, the Board of Supervisors approved Contract #23-398-13 with RHD Healthcare Consulting, Inc., to provide professional consultation and technical assistance to the Health Services Director with regard to compliance of Medicare and Medi-Cal rules and regulations covering reimbursement for patient services, including guidelines related to fraud and abuse, and to ensure compliance with HIPAA privacy regulations, for the period from October 1, 2018 through September 30, 2019.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Patrick Godley,
925-957-5410

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #23-398-14 will allow the Contractor to continue to provide services through September 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved the County will not be able to continue compliance of Medicare and Medi-Cal rules and regulations covering reimbursement for patient services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #24-794-7(19) with St. Helena Hospital

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-794-7(19) containing mutual indemnification with St. Helena Hospital, a non-profit corporation, in an amount not to exceed \$75,000, to provide inpatient psychiatric hospital services, for the period from July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment Funds. (Rate increase)

BACKGROUND:

Assembly Bill (AB) 757, (Chapter 633, Statutes of 1994), authorized the transfer of state funding for Fee-For-Service/Medi-Cal (FFS/MC) acute psychiatric inpatient hospital services from the Department of Health Services (DHCS) to the Department of Mental Health (DMH). On January 1, 1995, the DMH transferred these funds and the responsibility for authorization and funding of Medi-Cal acute psychiatric inpatient hospital services to counties that chose to participate in this program.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano PhD.,
925-957-5212

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On February 12, 2019, the Board of Supervisors approved Contract #24-794-7(18), for the provision of inpatient psychiatric hospital services for the period from October 1, 2018 through June 30, 2019.

Approval of Contract #24-794-7(19) will allow Contractor to provide inpatient psychiatric services through June 30, 2020. This contract contains mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's mental health clients will not receive needed inpatient psychiatric services from Contractor's facility.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Novation Contract #22-137-55 with Meals on Wheels Diablo Region

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #22-137-55 with Meals on Wheels Diablo Region, a non-profit corporation, in an amount not to exceed \$514,397, to provide home-delivered meals for the Senior Nutrition Program for the period from July 1, 2019 through June 30, 2020, which includes a three-month automatic extension through September 30, 2020, in an amount not to exceed \$128,599.

FISCAL IMPACT:

This Contract is federally funded 100% by Title IIIC-2 of the Older Americans Act of 1965, through an interdepartmental agreement with the Contra Costa Employment and Human Services Department. (No rate increase).

BACKGROUND:

This Contract meets the social needs of County's population by providing home-delivered meals

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Daniel Peddycord,
925-313-6712

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

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

on 250 serving days, to an average of 1,400 nutritionally at-risk, home-bound senior citizens and County residents living with HIV/AIDS, to ensure they receive at least one third of their daily nutritional requirements.

On September 11, 2018, the Board of Supervisors approved Novation Contract #22-137-52 (as amended by Amendment Agreements #22-137-53 and #22-137-54) with Meals on Wheels Diablo Region for the provision of home-delivered meals for the Senior Nutrition Program, for the period from July 1, 2018 through June 30, 2019, which included a three-month automatic extension through September 30, 2019.

Approval of Novation Contract #22-137-55 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing meals for the Senior Nutrition Program through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's homebound senior citizens and HIV/AIDS patients will not receive Senior Nutrition Program meals, which provide at least one third of their daily nutrition.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #76-608-1 with Gladys P. Ayala, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-608-1 with Gladys P. Ayala, M.D., an individual, in an amount not to exceed \$222,000, to provide gastroenterology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from September 1, 2019 through August 31, 2020.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

On August 7, 2018, the Board of Supervisors approved Contract #76-608 with Gladys P. Ayala, M.D to provide gastroenterology services including consultation, clinic coverage, training, on-call services, medical and/or surgical procedures at CCRMC and Contra Costa Health Centers, for the period from September 1, 2018 through August 31, 2019.

Approval of Contract #76-608-1 will allow the Contractor to continue providing gastroenterology services through August 31, 2020.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Samir Shah, M.D.,
925-370-5475

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

By: , Deputy

cc: A Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring gastroenterology services will not have access to Contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Purchase Order with Watermark Medical, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, an amendment to Purchase Order #F09780 with Watermark Medical, Inc., to increase the payment limit by \$93,400 to a new payment limit of \$525,400 for the rental of home sleep study monitors, related supplies and sleep study report scoring and results configuration for Contra Costa Health Services patients with no change in the original term of September 1, 2017 through August 31, 2019.

FISCAL IMPACT:

Funding is entirely included in the Hospital Enterprise Fund I budget.

BACKGROUND:

Watermark Medical, Inc. provides the equipment and supplies for home sleep studies including scoring and results report configuration. The testing provides sleep specialty physicians complete and accurate reports to make treatment decisions for patients with sleep related breathing disorders and result in preventing frequent readmissions related to untreated sleep disordered breathing and will also support the PRIME initiative by decreasing complications of cardiac, pulmonary and diabetic patients when successfully treated for their sleep related breathing disorders. Additional funds are required due to a 30% increase in sleep studies.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jaspreet Benepal,
925-370-5101

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

By: , Deputy

cc: Margaret Harris, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, then CCRMC will not be able to pay the Contractor for home sleep study testing rendered to patients through August 31, 2019.



**Contra
Costa
County**

To: Board of Supervisors
From: Russell Watts, Treasurer-Tax Collector
Date: September 10, 2019

Subject: Contract with Wells Fargo Bank for General Banking and Lockbox Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Treasurer to extend the existing agreement with Wells Fargo Bank, N.A. (“Wells Fargo”), with an amended new fee schedules, for another five years for general banking and lockbox services, with a total payment limit of \$1,400,000 for the entire term of the agreement.

FISCAL IMPACT:

Service fees and costs will be paid from the interest earned on the daily cash balance with Wells Fargo, monies deposited with Wells Cap Management, and/or on the monies deposited in the Treasury Pool, specifically, General County Revenue Fund.

BACKGROUND:

The County Treasurer manages the funds of the County, as well as various districts and agencies throughout the County, including 21 special districts, 19 school districts and one community college district. In July 2015, upon completion of an extensive Request for Proposal (“RFP”) search, the County Treasurer selected, approved by the Board of Supervisors, Wells Fargo to provide general banking and lockbox services for the County. As a result, the County Treasurer entered into a 5-year agreement with Wells Fargo.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Brice Bins, (925)
957-2848

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

In the past 5 years, Wells Fargo has been providing the financial services to the County in accordance with the agreement. Upon expiration of the existing agreement and after lengthy rounds of discussions with Wells Fargo, the County Treasurer was able to further reduce the existing service fees by additional 10-15% annually. With no other terms of the existing agreement being changed than the reduced fee schedules, Wells Fargo will continue to provide general banking services, including, but not limited to, deposit services, automated clearing house, positive pay, online banking, sweep account, and information reporting, pursuant to the extended agreement between Wells Fargo and the County. Wells Fargo will also provide lockbox services, including, but not limited to, lockbox imaging under the extended agreement.

The cost of these services will be paid by the interest earned on the daily cash balance Wells Fargo, the monies deposited with Wells Cap Management, and/or on the monies deposited in the Treasury Pool, specifically, General County Revenue Fund. Under the agreement, each party is required to indemnify the other for its errors and omissions. The County Counsel has reviewed and approved the amendment, specifically, the reduced fee schedules, to the existing agreement with Wells Fargo.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not authorized, the Treasurer will lack an agreement with Wells Fargo to administer the County's extensive banking operations and severely jeopardize security and safekeeping of County monies. The County will not be able to benefit from the further reduced fee schedule.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #26-673-5 with Shaista Rauf, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #26-673-5 with Shaista Rauf, M.D., an individual, in an amount not to exceed \$852,000, to provide neurology services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers patients, for the period from September 1, 2019 through August 31, 2022.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On August 9, 2016, the Board of Supervisors approved Contract #26-673-3 (as amended by Contract Amendment Agreement #26-673-4) with Shaista Rauf, M.D., to provide neurology services to CCRMC and Contra Costa Health Centers' patients including consultation, on-call and clinic coverage, for the period from September 1, 2016 through August 31, 2019.

Approval of Contract #26-673-5 will allow Contractor to continue to provide neurology services to CCRMC and Contra Costa Health Center patients through August 31, 2022.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Samir Shah, M.D.
925-370-5525

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

By: , Deputy

cc: A Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved Contractor will be unable to provide neurology services to CCRMC and Health Centers patients.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: 2019-20 Little Angels Country School LLC State Preschool Childcare Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract, including modified indemnification language, with Little Angels Country School, LLC, in an amount not to exceed \$217,880, to provide State Preschool services, for the term July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

The contract is entirely funded by State funds from the California Department of Education.

BACKGROUND:

Contra Costa County receives funds from California Department of Education (CDE) to provide State Preschool services to program eligible County residents. The State requires an indemnification clause with County subcontractors wherein the subcontractor holds harmless the State and its officers for any losses.

In order to provide a wider distribution of services to County residents, the Department subcontracts with a number of community-based organizations. Approval of this contract will allow the provision of vital preschool and childcare services to 36 program eligible children in Contra Costa County. The contract has not yet been approved as to form by County Counsel.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: CSB (925)
681-6389

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

By: , Deputy

cc: Nasim Eghlima, Christina Reich, Teresita Foster

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to more widely distribute childcare availability through partnership with community based agencies.

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #74-479-8 with David R. Ruecker, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #74-479-8 with David R. Ruecker, M.D., an individual, in an amount not to exceed \$376,320, to provide outpatient psychiatric care for emotionally disturbed adult, children and adolescent patients in Central Contra Costa County, for the period from September 1, 2019 through August 31, 2020.

FISCAL IMPACT:

This Contract is funded 50% Federal Medi-Cal and 50% Mental Health Realignment. (Rate increase)

BACKGROUND:

Under Contract #74-479-8 the Contractor will provide outpatient psychiatry services to adult, children and adolescents in Central Contra Costa County through August 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's outpatient psychiatric care.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

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

By: , Deputy

cc: A Floyd, M Wilhelm



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: 2019-2020 Richmond Elementary School, Inc. State Preschool Childcare Services Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute a contract with Richmond Elementary School, Inc. including modified indemnification language, in an amount not to exceed \$264,096 to provide State Preschool services for the term July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

This contract is entirely funding by State funds, from the California Department of Education.

BACKGROUND:

Contra Costa County receives funds from California Department of Education to provide State Preschool services to program eligible County residents. In order to provide a wider distribution of services to County residents, the Department contracts with a number of community-based organizations. The State requires an indemnification clause with County subcontractors wherein the subcontractor holds harmless the State and its officers for any losses.

Approval of this contract will allow the provision of childcare services for 48 children enrolled in Richmond College Prep preschool programs.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: CSB (925)
681-6389

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

By: , Deputy

cc: Nasim Eghlima, Teresita Foster, Christina Reich

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to more widely distribute childcare availability through partnership with community based agencies.

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: 2019-2020 We Care Services for Children State Preschool Services Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute a contract with We Care Services for Children in an amount not to exceed \$237,687 to provide State Preschool services for the term July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

This contract is entirely funded with State funds from the California Department of Education. No County match is required.

BACKGROUND:

Contra Costa County receives funds California Department of Education (CDE) to provide State Preschool services to program eligible County residents. The State requires an indemnification clause with County subcontractors wherein the subcontractor holds harmless the State and its officers for any losses.

In order to provide a wider distribution of services to County residents, the Department contracts with a number of community-based organizations. Approval of this contract will allow the provision of State Preschool services to 48 program-eligible children and families in the Central Contra Costa County area. This contract has not yet been approved as to form by County Counsel.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: CSB (925)
681-6389

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

By: , Deputy

cc: Nasim Eghlima, Teresita Foster, Christina Reich

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to more widely distribute childcare availability through partnership with community based agencies.

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: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Novation Contract #22-033-62 with Meals on Wheels Diablo Region

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #22-033-62 with Meals on Wheels Diablo Region, a non-profit corporation, in an amount not to exceed \$247,622, to provide congregate meals for the Senior Nutrition Program for the period from July 1, 2019 through June 30, 2020, which includes a three-month automatic extension through September 30, 2020, in an amount not to exceed \$61,906.

FISCAL IMPACT:

This Contract is federally funded 100% by Title III-1 of the Older Americans Act of 1965, through an Interdepartmental Agreement with the Contra Costa Employment and Human Services Department. (Rate increase).

BACKGROUND:

This Contract meets the social needs of County's population in providing congregate meals on 250 serving days, to an average of 225 senior citizens per day, to ensure they receive at least 1/3 of their daily nutritional requirements. On September 11, 2018, the Board of Supervisors approved Novation Contract #22-033-61

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Dan Peddycord,
925-313-6712

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

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

with Meals on Wheels Diablo Region for the provision of congregate meal services for the Senior Nutrition Program, for the period from July 1, 2018 through June 30, 2019, which included a three-month automatic extension through September 30, 2020. Approval of Novation Contract #22-033-62 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing meals for the Senior Nutrition Program through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, congregate meal service for senior nutrition program will not be provided.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #27-814-7 with Credentials Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-814-7, containing mutual indemnification, with Credentials Services, Inc. (dba VerifPoint), a corporation, in an amount not to exceed \$100,000, to provide credentialing services for healthcare providers at Contra Costa Health Plan (CCHP), for the period from October 1, 2019 through September 30, 2021.

FISCAL IMPACT:

This Contract is funded 100% CCHP Enterprise Fund II. (No Rate Increase)

BACKGROUND:

On October 17, 2017, the Board of Supervisors approved Contract #27-814-5 (as amended by Amendment Agreement #27-814-6) with Credentials Services, Inc. (dba VerifPoint) to provide credentialing and re-credentialing services for CCHP healthcare providers, for the period October 1, 2017 through September 30, 2019.

Approval of Contract #27-814-7 will allow Contractor to continue providing credentialing services for healthcare providers, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract, through September 30, 2021.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's providers will not be credentialed, and CCHP would be at-risk for non-compliance with Federal, State, and contractual requirements, and could subject County to potential sanctions, civil penalties, and corrective action plans.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Purchase Order with Med One Capital Funding, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with Med One Capital Funding, LLC, in an amount not to exceed \$531,827 for the lease of two Yuyama Automated Medication Dispensing Systems including equipment, software service and interface support for the Martinez Detention Facility and West County Detention Facility, for the period from July 1, 2019 through June 30, 2024.

FISCAL IMPACT:

Entirely funded by Hospital Enterprise Fund I, and budget for.

BACKGROUND:

The Omnicell Repackager enables the Detention Facilities to dispense medications to inmates in an automated process based upon interfaced orders from the ccLink electronic health record and dispense medications in single unit doses as directed by physician's orders.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, there will be lack of a safe and effective medication storage and distribution system at the Detention facilities, which could result in unsafe medication practices, potential costly regulatory citations or possible patient harm.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jaspreet Benepal,
925-370-5101

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

By: , Deputy

cc: Marcy Wilhelm, Irene Segovia



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Purchase Order for Applied Computer Solutions for VMWare Licenses

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with Applied Computer Solutions, Inc. (ACS), in an amount not to exceed \$416,230 for the purchase of VMWare, Inc. software licenses and support for the period from May 1, 2019 through April 2, 2020.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I budget.

BACKGROUND:

The Health Services Department (HSD) Information Technology (IT) unit utilizes VMWare server virtualization software across its multi-site data center infrastructure, to support all internal services including the ccLink Electronic Health Record (EHR) system, as well as providing secure access to third party medical providers and affiliates. The VMWare solution is the backbone that enables these services to function. The support services being purchased are governed by the VMWare Support and Subscription Services Terms and Conditions dated June 1, 2016, between the County and VMWare.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

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

Contact: Patrick Wilson,
925-335-8700

By: , Deputy

cc: Marcy Wilhelm, Renee Nunez

BACKGROUND: (CONT'D)

In 2016, the HSD IT unit upgraded its VMWare software and renewed support through VMWare's third-party reseller, Applied Computer Solutions. The HSD IT unit now needs to purchase additional software and pay for subsequent support. This purchase will allow for the continued support and maintenance of the Data Center environment as well as provide additional licenses for long-term expansion and scalability.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the HSD will lose vendor-provided support and an inability to grow beyond existing limits. The servers housing our electronic health records system will no longer be upgradeable; downtime, technical flaws, and other maintenance-based issues will not receive support from the vendor. This may increase the potential for loss or corruption of patient data and could lead to patient care issues and related emergencies.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Purchase Order with Change Healthcare LLC for ANSOS Annual Software Maintenance Fees

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, (1) a Master Agreement with Change Healthcare, Technologies, LLC and (2) a Purchase Order in the amount of \$63,263 for the purchase of annual maintenance of ANSOS staff scheduling software for the period from February 1, 2019 through January 31, 2020.

FISCAL IMPACT:

Entirely funded by the Hospital Enterprise Fund I budget.

BACKGROUND:

Health Services Department utilizes the ANSOS application at the Contra Costa Regional Medical Center (CCRMC) to drive nursing staff scheduling decisions. The CCRMC scheduling software module uses patient workload data to accurately forecast staffing requirements for the current shift, as well as for a 24-hour projection. This is to renew Purchase Order #F011000 which expired on January 31, 2019.

Approval will allow the contractor to provide services through January 31, 2020. Execution of the Master Agreement provides that the County will indemnify the Contractor for claims arising from County's use or inability to use the software. The Master Agreement has been approved as to form by County Counsel.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

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

Contact: Patrick Wilson,
925-335-8700

By: , Deputy

cc: Renee Nunez, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this scheduling software is not renewed, the CCRMC would encounter nurse scheduling issues which could jeopardize patient care.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Novation Contract #74-317-16 with Alternative Family Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-317-16 with Alternative Family Services, Inc., a non-profit corporation, in an amount not to exceed \$1,272,596, to provide Multidimensional Treatment Foster Care (MTFC) services to Seriously Emotionally Disturbed (SED) youth and their families, for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020, in an amount not to exceed \$636,298.

FISCAL IMPACT:

This Contract is funded 50% by Federal Medi-Cal and 50% County Mental Health Realignment. (Rate increase)

BACKGROUND:

This Contract meets the social needs of County's population in that it provides MTFC services to SED youth who are in foster care or in intensive treatment foster care homes, and their families, including mental health services, medication support, and crisis intervention. On September 11, 2018, the Board of Supervisors approved Novation Contract #74-317-15 with Alternative Family Services, Inc. for the provision of a MTFC program for SED adolescents for the period from July 1, 2018 through June

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, PhD.,
925-957-5212

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

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

30, 2019, with a six-month automatic extension through December 31, 2019. Approval of Novation Contract #74-317-16 replaces the automatic extension under the prior contract and allows the Contractor to continue providing services through June 30, 2020

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, multidimensional treatment foster care services for SED youth and their families will not be provided.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' children's outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 10, 2019

Subject: Contract Amendment with First Carbon Solutions International, Inc. (FCS)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with First Carbon Solutions, to increase the payment limit by \$4,000 to new payment limit of \$509,092 and extend the term from September 9, 2019 through September 9, 2020 to complete the Final Environmental Impact Report (FEIR) for the Tassajara Parks Project in the Tassajara Parks/San Ramon area.

FISCAL IMPACT:

None. The applicant is responsible for paying the costs of the additional work to complete the FEIR for the project.

BACKGROUND:

The Department of Conservation and Development (DCD) contracted with (FCS) in September of 2014 to prepare an Environmental Impact Report (EIR) for the Tassajara Parks Project involving the construction of a 125-unit residential subdivision with substantial dedication of park land in the Tassajara Valley/San Ramon area.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sean Tully, (925)
674-7800

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The County released a Draft EIR (DEIR) on May 12, 2016, and released the Recirculated Draft EIR (RDEIR) on September 29, 2016. The County received public comments on both the DEIR and the RDEIR, to which the County will provide responses in the form of an FEIR. Due to the amount and complexity of comments received from the County in response to the screen-check Draft FEIR, the Contractor requires additional funds and time beyond that which was previously anticipated. This amendment will allow the Contractor to continue to provide the services.

CONSEQUENCE OF NEGATIVE ACTION:

There would not be sufficient funds and time for FCS to complete the FEIR.

CHILDREN'S IMPACT STATEMENT:

The proposal consists of amending an existing consultant contract for the completion of a project EIR. There will be no impacts to children's programs within the County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract Amendment #76-577-4 with Hobbs Investments, Inc. (dba Am-Tran)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-577-4 with Hobbs Investments, Inc., (dba AM-Tran), a corporation, effective June 1, 2019, to amend Contract #76-577-3 to increase the payment limit by \$250,000, from \$100,000 to a new payment limit of \$350,000, with no change in the original term of February 1, 2019 through January 31, 2020.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

In February 2019, the County Administrator approved and the Purchasing Services Manager executed Contract #76-577-3 with Hobbs Investments, Inc., (dba Am-Tran) for the provision of transportation and courier services including pick up, transport, and delivery of laboratory specimens, transmittals, pharmacy medications and other items to and from County utilized facilities for the period from February 1, 2019 through January 31, 2020.

Approval of Contract Amendment Agreement #76-577-4 will allow the Contractor to provide additional

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

transportation and courier services through January 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will be unable to continue to provide services under the original contract.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: APPROVE a Purchase Order with East Bay Tire

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with East Bay Tire in an amount not to exceed \$240,000 for tire supply services, for the period of September 1, 2019 through August 31, 2020, Countywide.

FISCAL IMPACT:

This cost is to be funded through Public Works Fleet Services Internal Service Fund (100% Fleet Internal Service Fund)

BACKGROUND:

Fleet Services is responsible for vehicle maintenance. Tires are a necessary commodity for this maintenance and Goodyear tires are used in the County Fleet. Fleet Services uses East Bay Tire as an alternate Goodyear Tire dealer, purchasing Goodyear tires at a State of California bid price. East Bay Tire's location in Pittsburg establishes them as a local business enterprise. Fleet Services is requesting this purchase order be approved, for a period covering the next 12 months.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, tire supply services with East Bay Tire will not proceed.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Ted Lavelle,
925-313-7077

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Amendment #27-277-22 with Kaiser Foundation Health Plan, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment/Extension Agreement #27-277-22 with Kaiser Foundation Health Plan, Inc., a non-profit corporation, effective September 30, 2019 to amend Contract #27-277-20 (as amended by Amendment Agreement #27-277-21) with no change in the payment limit of \$600,000,000 to extend the termination date from September 30, 2019 to September 30, 2021 for additional Medi-Cal services for Contra Costa Health Plan (CCHP) members enrolled in the Kaiser Health Plan.

FISCAL IMPACT:

This contract is funded 100% by CCHP Enterprise Fund II. (Rate increase)

BACKGROUND:

On September 27, 2016, the Board of Supervisors approved Contract #27-277-20 (as amended by Amendment Agreement #27-277-21) with Kaiser Foundation Health Plan, Inc., to provide health care services for Medi-Cal recipients enrolled in the Kaiser Foundation Health Plan, for the period from October 1, 2016 through September 30, 2019.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract Amendment Agreement #27-277-22 will allow the Contractor to provide additional Medi-Cal services to Medi-Cal members enrolled in the Kaiser Health Plan through September 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, certain specialized health care services for Medi-Cal members may not be provided.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Novation Contract #74-379-10 with People Who Care Children Association

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Novation Contract #74-379-10 with People Who Care Children Association, a non-profit corporation, in an amount not to exceed \$229,795, to provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services, for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020, in an amount not to exceed \$114,898.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Services Act. The contract includes a 3% Cost of Living Adjustment.

BACKGROUND:

This Contract meets the social needs of County's population by providing work experience for 200 multicultural youth residing in the Pittsburg/Bay Point communities, as well as programs aimed at increasing educational success among youth who are either at-risk or high-risk of dropping out of school, or committing a repeat offense.

On August 14, 2018, the Board of Supervisors approved Novation Contract #74-379-9 with People

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, Ph.D.
925-957-5212

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

By: , Deputy

cc: E Suisala , M Wilhelm

BACKGROUND: (CONT'D)

Who Care Children Association, to provide MHSA PEI services for the period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019.

Approval of Novation Contract #74-379-10 replaces the automatic extension under the prior contract and allows the Contractor to continue providing services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, at-risk youth from East Contra Costa County will have reduced access to job training and other programs, aimed at increasing educational success.

CHILDREN'S IMPACT STATEMENT:

This MHSA-PEI program supports the following Board of Supervisors' children's outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #76-547-3 with Arati Pratap, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-547-3 with Arati Pratap, M.D., an individual, in an amount not to exceed \$286,000, to provide gastroenterology services for Contra Costa Regional Medical Center (CCRMC) and Health Centers patients, for the period from September 15, 2019 through September 14, 2020.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No Rate Increase)

BACKGROUND:

On September 11, 2018, the Board of Supervisors approved Contract #76-547-2 with Arati Pratap, M.D., to provide gastroenterology services at CCRMC and Health Centers, for the period September 15, 2018 through September 14, 2019.

Approval of Contract #76-547-3 will allow Contractor to continue to provide gastroenterology services at CCRMC and Health Centers through September 14, 2020.

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: A Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring gastroenterology 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: September 10, 2019

Subject: Amendment #76-596-4 with Quanmei Deng, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-596-4 with Quanmei Deng, M.D., an individual, effective September 1, 2019, to amend Contract #76-596-2, to increase the payment limit by \$44,000, from \$239,000 to a new payment limit of \$283,000, with no change in the original term of November 1, 2018 through October 31, 2019.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On September 25, 2018, the Board of Supervisors approved Contract #76-596-2 (as amended by Contract Amendment Agreement #76-596-3) with Quanmei Deng, M.D. for the provision of anesthesia services, for the period from November 1, 2018 through October 31, 2019.

Approval of Contract Amendment Agreement #76-596-4 will allow the Contractor to provide additional anesthesia services through October 31, 2019.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: A Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring anesthesia 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: September 10, 2019

Subject: Contract #77-104-1 with Contra Costa Pathology Associates

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #77-104-1 with Contra Costa Pathology Associates, a general partnership, in an amount not to exceed \$1,650,000, to provide outpatient laboratory testing for Contra Costa Health Plan (CCHP) members, for the period from September 1, 2019 through August 31, 2021.

FISCAL IMPACT:

This Contract is funded entirely by CCHP Enterprise Fund II.

BACKGROUND:

On October 17, 2017, the Board of Supervisors approved Contract #77-104 with Contra Costa Pathology Associates to provide outpatient laboratory testing services to CCHP members for the period September 1, 2017 through August 31, 2019.

Approval of Contract #77-104-1 will allow the Contractor to continue to provide outpatient laboratory testing services to CCHP members through August 31, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6004

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

By: , Deputy

cc: A Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members will not receive the benefits of outpatient laboratory services from the Contractor.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #25-083 with Contra Costa Interfaith Transitional Housing, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #25-083 with Contra Costa Interfaith Transitional Housing, Inc., a non-profit corporation, in an amount not to exceed \$1,468,592 to provide temporary supportive housing services to homeless Contra Costa County residents to assist CalWORKs families achieve self-sufficiency and housing stability, for the period from August 1, 2019 through June 30, 2020.

FISCAL IMPACT:

This Contract is funded 100% by Employment and Human Services Department CalWORKs.

BACKGROUND:

This Contract meets the social needs of County's population by providing support services to Contra Costa County families that are homeless, including case management, benefits advocacy, employment services, job training and education services, and short-term rental assistance.

Under Contract #25-083, Contractor will provide temporary supportive housing services to homeless Contra Costa County residents to help CalWORKs families achieve self-sufficiency and housing stability, for the period August 1, 2019 through June 30, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Lavonna Martin,
925-608-6701

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

By: , Deputy

cc: L Walker, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, homeless CalWORKs individuals and families in Contra Costa County will not receive the housing assistance services provided by Contractor.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #76-663 with PH Senior Care, LLC (dba Pleasant Hill Manor)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-663 with PH Senior Care, LLC (dba Pleasant Hill Manor), a limited liability company, in an amount not to exceed \$472,200, to provide assisted living facility services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers patients, for the period September 1, 2019 through August 31, 2020.

FISCAL IMPACT:

This Contract is funded 100% Hospital Enterprise Fund I.

BACKGROUND:

Under Contract #76-663, PH Senior Care, LLC (dba Pleasant Hill Manor) will provide assisted living facility services for CCRMC and Health Centers patients who are post medical, surgical and/ or custodial care and have been discharged from CCRMC and Health Centers, for the period September 1, 2019 through August 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County residents will not receive services provided by this contractor.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: A Floyd , M Wilhelm



**Contra
Costa
County**

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: September 10, 2019

Subject: APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a Microsoft Enterprise Services Work Order with Microsoft Corporation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a Microsoft Enterprise Services Work Order (document #T002196-236387-277455) with Microsoft Corporation in an amount not to exceed \$535,876 to extend Microsoft Unified Advanced Support (formally referred to as Microsoft Unified Support) services for the period June 13, 2019 through June 12, 2020.

FISCAL IMPACT:

The total annual cost is \$535,876 which is budgeted in DoIT's Fiscal Year 2019/20 budget and recovered through DoIT's billing process. (100% User Fees)

BACKGROUND:

The Department of Information Technology initiates the renewal of the Microsoft Support each year. Unified Advanced Support is essential for the ongoing operation of many of the County's desktop computers and servers. The County is party to a Microsoft Premier Support Services Agreement dated June 13, 2014, that is extended each year for continued support services. There is an increased cost of \$165,215 for this renewal agreement in order to accurately reflect the number of licenses currently being used by the County's customers.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Marc Shorr, (925)
608-4071

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

By: , Deputy

cc: Arlene Serrano, Nancy Zandonella, Jason Parks, Joanne Buenger

CONSEQUENCE OF NEGATIVE ACTION:

This support is a critical component to maintaining the County's workstations and servers. Without it, DoIT may be unable to resolve issues that arise during the course of normal County business.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #27-192-12 with Suresh K. Sachdeva, M.D., Professional Corporation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-192-12 with Suresh K. Sachdeva, M.D., Professional Corporation, in an amount not to exceed \$425,000, to provide pediatric primary care services to Contra Costa Health Plan (CCHP) members, for the period from October 1, 2019 through September 30, 2021.

FISCAL IMPACT:

This Contract is funded 100% CCHP Enterprise Fund II. (No Rate increase)

BACKGROUND:

On October 17, 2017, the Board of Supervisors approved Contract #27-192-11 with Suresh K. Sachdeva, M.D., Professional Corporation, to provide pediatric primary care services for CCHP members, for the period from October 1, 2017 through September 30, 2019.

Approval of Contract #27-192-12 will allow the Contractor to continue to provide pediatric primary care services through September 30, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6004

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

By: , Deputy

cc: Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services will not be provided.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #77-130-2 with Erik Grasso (dba Analytical Behavior Consultants)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-130-2 with Erik Grasso (dba Analytical Behavior Consultants), a sole proprietor, in an amount not to exceed \$1,250,000, to provide applied behavior analysis services for Contra Costa Health Plan (CCHP) members, for the period from October 1, 2019 through September 30, 2021.

FISCAL IMPACT:

This Contract is funded 100% CCHP Enterprise Fund II.

BACKGROUND:

On October 17, 2017, the Board of Supervisors approved Contract #77-130 (as amended by Amendment Agreement #77-130-1) with Erik Grasso (dba Analytical Behavior Consultants) to provide applied behavior analysis services to CCHP members, for the period October 1, 2017 through September 30, 2019.

Approval of this Contract #77-130-2 will allow the Contractor to continue to provide applied behavior analysis services to CCHP members, through September 30, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019**
 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: James Ham, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP will not receive the benefits of applied behavior analysis services from the Contractor.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Contract #77-120-2 with Goals for Autism, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-120-2 with Goals for Autism, Inc., a corporation, in an amount not to exceed \$700,000, to provide applied behavior analysis services for Contra Costa Health Plan (CCHP) members, for the period from October 1, 2019 through September 30, 2021.

FISCAL IMPACT:

This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II.

BACKGROUND:

On September 19, 2017, the Board of Supervisors approved Contract #77-120 (as amended by Amendment Agreement #77-120-1) with Goals for Autism, Inc. to provide applied behavior analysis services to CCHP members, for the period October 1, 2017 through September 30, 2019.

Approval of this Contract #77-120-2 will allow the Contractor to continue to provide applied behavior analysis services to CCHP members, through September 30, 2021.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6004

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

By: , Deputy

cc: Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP will not receive the benefits of applied behavior analysis services from the Contractor.



**Contra
Costa
County**

To: Board of Supervisors
From: Diana Becton, District Attorney
Date: September 10, 2019

Subject: Community Based Prosecution Agreements with the Cities of Richmond, Antioch, Pittsburg, and Brentwood

RECOMMENDATION(S):

APPROVE and AUTHORIZE the District Attorney, or designee, to enter into separate Community Based Prosecution Agreements with the cities of Richmond, Antioch, Pittsburg, and Brentwood to pay the County a combined amount not to exceed \$300,000 for community prosecution program services for the period July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

The District Attorney will receive \$300,000 of funding for fiscal year 2019-2020 from the cities of Richmond, Antioch, Pittsburg, and Brentwood to support community prosecution efforts. The contract amounts for each city are as follows:

- Richmond - \$200,000
- Antioch - \$40,000
- Pittsburg - \$40,000
- Brentwood - \$20,000

BACKGROUND:

The Contra Costa County District Attorney's Office has provided Community Based Prosecutors to the Cities of Richmond, Antioch, Pittsburg, and Brentwood for a number of years and variety of purposes. The

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jason Chan, (925)
957-2234

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

By: , Deputy

cc:

Community Based Prosecutors provide training, works with the

BACKGROUND: (CONT'D)

City Attorneys on nuisance abatement issues, reviews misdemeanor police reports, advises on criminal law issues, and consults on legal issues related to ongoing criminal investigations.

CONSEQUENCE OF NEGATIVE ACTION:

The Contra Costa County District Attorney's Office will be unable to enter into agreements to provide community prosecution program services and will not receive \$300,000 in the current fiscal year.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 10, 2019

Subject:

RECOMMENDATION(S):

AUTHORIZE the Public Works Director, or designee, to issue a Request for Qualifications and a Request for Proposals for the selection of a design-build contractor for the new West County Reentry and Treatment Facility.

AUTHORIZE the Public Works Director, or designee, to issue a Request for Qualifications and a Request for Proposals for the selection of a design-build contractor for the mental health treatment facilities and related improvements in Module M of the existing Martinez Detention facility.

FISCAL IMPACT:

There is no direct fiscal impact from the actions at this time. The selection of firms and contracts will be brought to the Board for approval and award at future meetings. It is anticipated that all contracts will be paid through the financing mechanism selected for each project which will be detailed as each contract award is presented to the Board.

BACKGROUND:

Typically, public projects are competitively awarded to the lowest bidder through a design-bid-build solicitation and award process. In 2015, the state legislature adopted legislation allowing local agencies to use a design-build project procurement method. Under design-build project procurement methodology local agencies rank bidders according to best value criteria specified in a Request for Qualifications (RFQ) and Request for Proposals (RFP). The public

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Eric Angstadt,
925-335-1009

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

By: , Deputy

cc: Public Works Director, PW-Capital, CAO - Cap Fac

contract code authorizing design-build project procurement requires the local agency's governing board to approve use of the design- build method.

BACKGROUND: (CONT'D)

Contra Costa County has successfully used Design-Build procurement on several projects, most recently the new Administration Building and the new Emergency Operations Center. The two main advantages of Design-Build are allowing for a faster project completion and improved design through the ability to more easily modify final design during the construction process.

Staff will solicit responses to RFQs for the two projects and create short lists of qualified design build entities. Staff will then solicit responses to RFPs from the short listed design-build entities and rank those respondents according to criteria in the RFPs. After staff conducts the RFQ and RFP process for the two projects it will return to the board with a recommendation for selection of design-build contractors for the projects.

West County Reentry and Treatment Facility

The West County Reentry and Treatment Facility is the construction of a 96 bed mental health treatment center, reentry and other treatment areas and replacement general population beds at the existing West County Detention facility.

Module M of the existing Martinez Detention facility

The project to remodel Module M of the existing Martinez Detention facility is the conversion of approximately 25% of the existing M module into 5 mental health treatment rooms with associated medical treatment rooms and nursing station and the remodel of the rest of M module into a facility capable of handling return to competency programs and/or other mental health programming for incarcerated persons.

Staff recommends Board approve the use of Design-Build methodology for the above projects and authorize staff to begin the process by issuing Requests for Qualifications to begin to identify and qualify interested teams for each project.

CONSEQUENCE OF NEGATIVE ACTION:

Not approving these actions could lead to increases in the cost of the projects through continued escalation of construction costs during the longer design and bidding phases under the more traditional procurement method.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: Assumption and Consent Agreement for Chevron Pipe Line Company to transfer a pipeline franchise to Crimson California Pipeline, L.P.

RECOMMENDATION(S):

ADOPT Resolution No. 2019/526 consenting to the transfer of pipeline franchise 2016/12 from Chevron Pipe Line Company to Crimson Pipeline, L.P., as recommended by the Public Works Director, Martinez area. (No fiscal impact)

FISCAL IMPACT:

There will be no fiscal impact from this action.

BACKGROUND:

On March 29, 2016, the County granted a pipeline franchise to Chevron Pipe Line Company to operate two crude oil pipelines within the County for a term of 10 years per County Resolution No. 2016/12 (2016/12 Franchise).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Carrie Ricci (925)
313-2235

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Effective April 27, 2016, Chevron Pipe Line Company transferred certain of its assets to Crimson California Pipeline, L.P., including its rights in the 2016/12 Franchise, pursuant to an Assignment and Assumption of Right of Way Interests, dated April 27, 2016, between Chevron Pipe Line Company and Crimson California Pipeline, L.P. (as amended by the First Amendment to Assignment and Assumption of Right of Way Interests, dated April 27, 2016).

On May 23, 2016, Chevron Pipe Line Company sent written correspondence to the Public Works Department wherein it requested the consent of County to the transfer and assignment of the 2016/12 Franchise to Crimson California Pipeline, L.P.

Approval of Resolution No. 2019/526 will transfer the 2016/12 Franchise to Crimson California Pipeline, L.P., and authorize the Director of Public Works or his designee to execute the Assumption and Consent Agreement whereby Crimson California Pipeline, L.P. agrees to abide by the terms of the County franchise ordinance and post the required bond.

CONSEQUENCE OF NEGATIVE ACTION:

Crimson California Pipeline, L.P. will not acquire the pipeline franchise.

ATTACHMENTS

Resolution No. 2019/526

Assumption and Consent

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

Adopted this Resolution on 09/10/2019 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019/526

IN THE MATTER OF a resolution of the Board of Supervisors of the County of Contra Costa authorizing the transfer of a Pipeline Franchise from Chevron Pipe Line Company to Crimson California Pipeline, L.P.

The Board of Supervisors of the County of Contra Costa finds and declares:

WHEREAS, on March 29, 2016, this Board granted a pipeline franchise to Chevron Pipe Line Company to operate two crude oil pipelines within the County for a term of 10 years per County Resolution No. 2016/12 (2016/12 Franchise).

WHEREAS, on April 27, 2016, Chevron Pipe Line Company transferred certain of its assets to Crimson California Pipeline, L.P., including its rights in the 2016/12 Franchise, pursuant to an Assignment and Assumption of Right of Way Interests, dated April 27, 2016, between Chevron Pipe Line Company and Crimson California Pipeline, L.P. (as amended by the First Amendment to Assignment and Assumption of Right of Way Interests, dated April 27, 2016).

WHEREAS, on May 23, 2016, Chevron Pipe Line Company sent written correspondence to the Public Works Department wherein it requested the consent of County to the transfer and assignment of the 2016/12 Franchise to Crimson California Pipeline, L.P.

WHEREAS, Crimson California Pipeline, L.P. has filed correspondence with the County indicating its desire to assume the franchisee's responsibilities under the 2016/12 Franchise.

WHEREAS, the County has reviewed the submitted correspondence and relevant documents, the staff report and recommendation, and it is the intent of the Board to approve the transfer and assignment of the 2016/12 Franchise to Crimson California Pipeline, L.P. pursuant to Ordinance 2013-19 and Resolution 2013/305

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Supervisors of Contra Costa County finds and declares that the foregoing recitals are true and correct.
2. The Assumption of Contra Costa County Franchise and County Consent to Transfer (Chevron Pipe Line Company – Crimson California Pipeline, L.P.) is approved and the Director of Public Works, or his designee is authorized to execute it.
3. The 2016/12 Franchise, and the right, title and interest in the 12” Kettleman Los Medanos crude oil pipeline and the 18” Kettleman Los Medanos crude oil pipeline subject thereto, are hereby transferred to Crimson California Pipeline, L.P.
4. This Resolution shall take effect upon the following:

Within 30 days of the date of this Resolution, Crimson California Pipeline, L.P. must file with the Public Works Department the following: (1) a written acceptance of the terms and conditions of the franchise granted pursuant to this Resolution, Ordinance No. 2013-19, and Resolution No. 2013/305; (2) a performance bond in the form approved by the Board; insurance coverage as required by Ordinance No. 2013-19.

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

ATTESTED: September 10, 2019

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

Contact: Carrie Ricci (925) 313-2235

By: , Deputy

cc:

**ASSUMPTION OF CONTRA COSTA COUNTY PIPELINE FRANCHISE
AND COUNTY CONSENT TO TRANSFER
(CHEVRON PIPE LINE COMPANY – CRIMSON CALIFORNIA PIPELINE, L.P.)**

This Assumption of Contra Costa County Pipeline Franchise and County Consent to Transfer (Chevron Pipe Line Company – Crimson California Pipeline, L.P.) (this “Assumption and Consent Agreement”) is entered into on _____, 2019, and is by and among Chevron Pipe Line Company, a Delaware corporation (“Transferor”), Crimson California Pipeline, L.P., a California limited liability company (“Transferee”), and the County of Contra Costa, a political subdivision of the State of California (“County”).

RECITALS

A. On March 29, 2016, the County granted a pipeline franchise to Transferor per County Resolution No. 2016/12 (the “2016/12 Franchise”), pursuant to the provisions of County Ordinance Code No. 2013-19 and Resolution No. 2013/305 (the “County Franchise Ordinance”) to operate two crude oil pipelines within the County for a term of 10 years; and

B. Effective April 27, 2016, Transferor transferred certain of its assets to Transferee, including its rights in the 12” Kettleman Los Medanos crude oil pipeline, and 18” Kettleman Los Medanos crude oil pipeline subject to the 2016/12 Franchise, pursuant to an Assignment and Assumption of Right of Way Interests, and First Amendment to Assignment and Assumption of Right of Way Interests, each dated as of April 27, 2016; and

C. Transferor has filed written correspondence with County, dated May 23, 2016, wherein it has requested the consent of County to the transfer and assignment of certain pipelines subject to the 2016/12 Franchise to Transferee; and,

D. It is the intent of County to approve the transaction whereby ownership and control of the interests in the 2016/12 Franchise shall be held by Transferee (the transfer of the interests in the 2016/12 Franchise being referred to herein as the “Transfer”); and,

E. County has reviewed the documents effecting the Transfer between Transferor and Transferee, staff reports and recommendation; and,

F. Based upon the evidence presented to the County, it has determined that it would be in the public interest to conditionally approve the Transfer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows:

AGREEMENT

1. By executing this Assumption and Consent Agreement, Transferee hereby accepts all the terms and conditions of the 2016/12 Franchise, the County Franchise Ordinance, and any orders and directives of any administrative agency relating to the 2016/12 Franchise including, but not limited to this Assumption and Consent Agreement, and represents and warrants that it has examined the requirements of the 2016/12 Franchise, the County Franchise

Ordinance, and this Assumption and Consent Agreement, as well as applicable federal, state or local laws or regulations and agrees to abide by all the terms and conditions thereof.

2. Transferee agrees and acknowledges that the County Franchise Ordinance, the 2016/12 Franchise, and the other documents specified herein are legally sufficient, enforceable, valid, and binding on it, and accepts the same without condition or reservation. Transferee accepts the 2016/12 Franchise and all obligations thereof, subject to and assuming liability for all existing disclosed and undisclosed breaches and defaults. Transferee agrees to cooperate and furnish relevant information in relation thereto. Transferor agrees to cooperate and furnish relevant information in relation to any audit and/or investigation relative to breaches and/or defaults accruing prior to the Transfer.

3. To the extent that Transferee, or any related person or entity, challenges the validity or interpretation of any of the above-listed documents in the future in any administrative proceeding or court of law, such a challenge shall be subject to all defenses which would have been available to County had Transferor, or any related person or entity, brought any such challenge, including, but not limited to, waiver, estoppel, consent, unclean hands and accord and satisfaction, as well as any and all defenses independently available to Transferee.

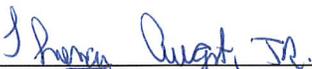
4. Any violation of this Assumption and Consent Agreement shall be deemed to be a violation of the County Franchise Ordinance and the 2016/12 Franchise.

5. This Assumption and Consent Agreement will not be effective until (a) it has been executed by Transferor and Transferee and delivered to County, and (b) the existing bonds for each of the 2016/12 Franchise have been reissued or have a rider attached thereto naming Transferee as the new principal and have been delivered and approved by County.

6. The County hereby gives its consent and approval to the Transfer whereby each of the interests in the 2016/12 Franchise, including the assets subject thereto, shall be directly acquired and held by Transferee.

7. The granting of this consent to the Transfer does not waive the right of County to approve any subsequent change in the ownership of the 2016/12 Franchise or the ownership or control of Transferee and there shall be no further material change, amendment or modification of the ownership or equity composition of Transferee, which requires prior consent of County pursuant to the County Franchise Ordinance without the further written consent of the County.

Chevron Pipe Line Company, a Delaware corporation, as Transferor

By: 
Name: Thomas August, Jr.
Title: ATTORNEY-IN-FACT

Crimson California Pipeline, L.P., a California limited partnership, as Transferee

By: 
Name: LARRY W. ALEXANDER
Title: PRESIDENT

Consented to by:

COUNTY OF CONTRA COSTA

By: _____
Name: _____
Title: _____

Approved as to Form:

Sharon L. Anderson, County Counsel

By: _____
Name: _____
Title: Deputy County Counsel

The signatures of Transferor and Transferee must be notarized.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of Los Angeles)

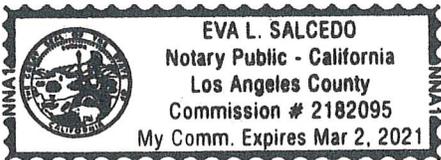
On January 22, 2019 before me, Eva L. Salcedo, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Larry W. Alexander
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Eva L. Salcedo*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SPECIAL POWER OF ATTORNEY

CHEVRON PIPE LINE COMPANY, a corporation duly organized and existing under the laws of Delaware, United States of America ("Company"), APPOINTS Thomas August, Jr. in the capacity as Land Team Lead, West and South, as its true and lawful general agent, legal representative, and Attorney-in-Fact authorized and directed to do the following on behalf of the Company, subject to the limitations under this document:

1. To sign and execute all documents listed in Exhibit A and not to exceed the Attorney-in-Fact's individual expenditure authority of \$250,000.00.
2. Perform any act that may be necessary to carry out the granted authority as fully as the Company might itself do.
3. The attorney-in-fact cannot delegate or substitute to others the powers granted under this Power of Attorney.

This Special Power of Attorney will remain in full force and effect for a period beginning on January 1, 2019 and ending December 31, 2019 unless earlier revoked or terminated by the Company or until the Agent ceases being the aforementioned Land Team Lead, West and South or is no longer an employee of Chevron Corporation or any of its affiliates, whichever happens first.

Executed this 7th, December 2018

CHEVRON PIPE LINE COMPANY

By: 

Printed Name: Sandy Stark

Title: Finance Officer and Secretary

Counsel's Initials RMc

EXHIBIT A
Land & Right-Of-Way Instruments

TYPE	SUB-TYPE
EASEMENT/SERVITUDES/ RIGHT-OF-WAY	Pipeline (Easement/Servitude/Right of Way) Amendment to (Easement/Servitude/Right of Way) Supplemental to (Easement/Servitude/Right of Way) Option to Obtain (Easement/Servitude/Right of Way) Exclusive (Easement/Servitude/Right of Way) Surface Site (Easement/Servitude/Right of Way) Road Use (Easement/Servitude/Right of Way) Partial Release of (Easement/Servitude/Right of Way) Full Release of (Easement/Servitude/Right of Way) Lien Subordination Agreement Cathodic Protection (Easement/Servitude/Right of Way) Communications/Utilities (Easement/Servitude/Right of Way) Joint-Use (Agreement/Easement/Servitude/Right of Way) Platform Use (Agreement/Easement/Servitude/Right of Way) Boarding (Agreement/Easement/Servitude/Right of Way) Water Use (Agreement/Easement/Servitude/Right of Way) Miscellaneous Easement Grant of (Easement/Servitude/Right of Way)
PURCHASE AND SALE	Bill of Sale – (Buyer/Seller) Option to Purchase Warranty Deed Special Warranty Deed Quitclaim Deed Full Assignment Partial Assignment Consent to Assign (Assignee/Assignor)
LEASE/RENTAL	Surface (Lease/Rental/Use Agreement) Road (Lease/Rental/Use Agreement)
REIMBURSEMENT AGREEMENTS	
MISCELLANEOUS	Permanent Access Agreements Site Access & License Temporary Workspace Temporary Access Agreement Confidentiality Agreement Pipeline Abandonment Agreement Pipeline Relocation Agreement General Damage Release Special Damage Release Hotel/Restaurant/Meeting Venue Agreement
PERMITS/GRANTS/LICENSES/ FRANCHISES (County/Cities/State & Federal Agencies)	Pipeline (License/Franchise) License Termination Agreement Road (Permit/License/Crossing Agreement) Railroad (Permits/Licenses/Crossing Agreement)
ENCROACHMENTS/PIPELINE CROSSING	Encroachment Agreement Consent of Use Agreement Crossing Agreement Off-Shore Crossing Agreement Letter of No Objection Water Crossing Agreement River Crossing Agreement



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 10, 2019

Subject: MTC Priority Development Areas and Priority Production Areas

RECOMMENDATION(S):

AUTHORIZE the Conservation and Development Director to submit the following to the Metropolitan Transportation Commission (MTC):

1. Letter of Interest to expand the “Downtown El Sobrante” Priority Development Area (PDA);
2. Letter of Confirmation to document plans for reducing vehicles miles traveled in the “Downtown El Sobrante” PDA;
3. Letter of Interest to expand the Pittsburg/Bay Point PDA;
4. Letter of Interest to establish three Priority Production Areas (PPA) through the PPA Pilot Program; Pacheco, Bay Point Waterfront, and Byron Airport, supporting the Northern Waterfront Initiative.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Colin Piethe (925)
674-7755

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

By: , Deputy

cc:

FISCAL IMPACT:

Failing to update, expand, or establish Priority Area designations may prevent the County from receiving MTC or other grant funding for transportation, housing, and economic development projects in existing and potential Priority Areas throughout the county.

BACKGROUND:

On June 17, 2019, the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) released an open call for letters of interest and letters of confirmation for Priority Areas based on new criteria developed by MTC. The basis for MTC's Priority Area policies is established in climate change legislation, AB32 (2006) the Global Warming Solutions and SB 375 (2008) Sustainable Communities and Climate Protection Act.

Priority Areas include PDAs, Priority Production Areas PPAs, a new pilot program, and Priority Conservation Areas (PCAs). MTC assigned policy criteria to these locally designated planning areas to coordinate transportation, housing, and job growth, as well as manufacturing, distribution, or similar types of industries. PDAs and PCAs are part of MTC's Plan Bay Area 2050's Regional Growth Framework. These areas inform MTC's investments, and are often used as grant eligibility criteria by other agencies or organizations.

This call allows local jurisdictions to revise existing Priority Area boundaries and nominate new Priority Areas, but also requires jurisdictions with existing or new "Connected Community" Priority Development Areas to adopt policies to reduce Vehicle Miles Traveled (VMT). The County must submit formal requests in order to comply with MTC's updated criteria, and to revise or apply for new Priority Areas. The following sections list these criteria and explain the rationale behind staff recommendations.

As stated above, one critical reason for refining and establishing the PDAs and PPAs is to ensure eligibility for funding. That funding has typically come in the form of competitive grants. Once new grant cycles are announced, staff will develop a proposed response, coordinate with the District offices, and seek Board of Supervisors approval for grant applications. Given the multijurisdictional nature of the Northern Waterfront Economic Development Initiative, staff will investigate opportunities with neighboring agencies for a collaborative approach in order to increase our chances of success.

1. Priority Development Areas

MTC's PDA Planning Program, defines PDAs as geographic areas that are:

- Within an urbanized area;
- Planned for significant housing growth, including affordable housing; and
- Served by an existing or planned rail station, ferry terminal, or bus stop served by a route, or routes, with peak bus frequencies of 20 minutes or less.

This [map](#) shows current PDA designations which are defined below:

"Transit-rich" PDA's follow the above criteria but the majority of their land area must be within a half mile of an existing or planned rail station, ferry terminal, or intersection of 2 or more bus routes with peak frequencies of 15 minutes or less (meets state definition for Transit Priority Area).

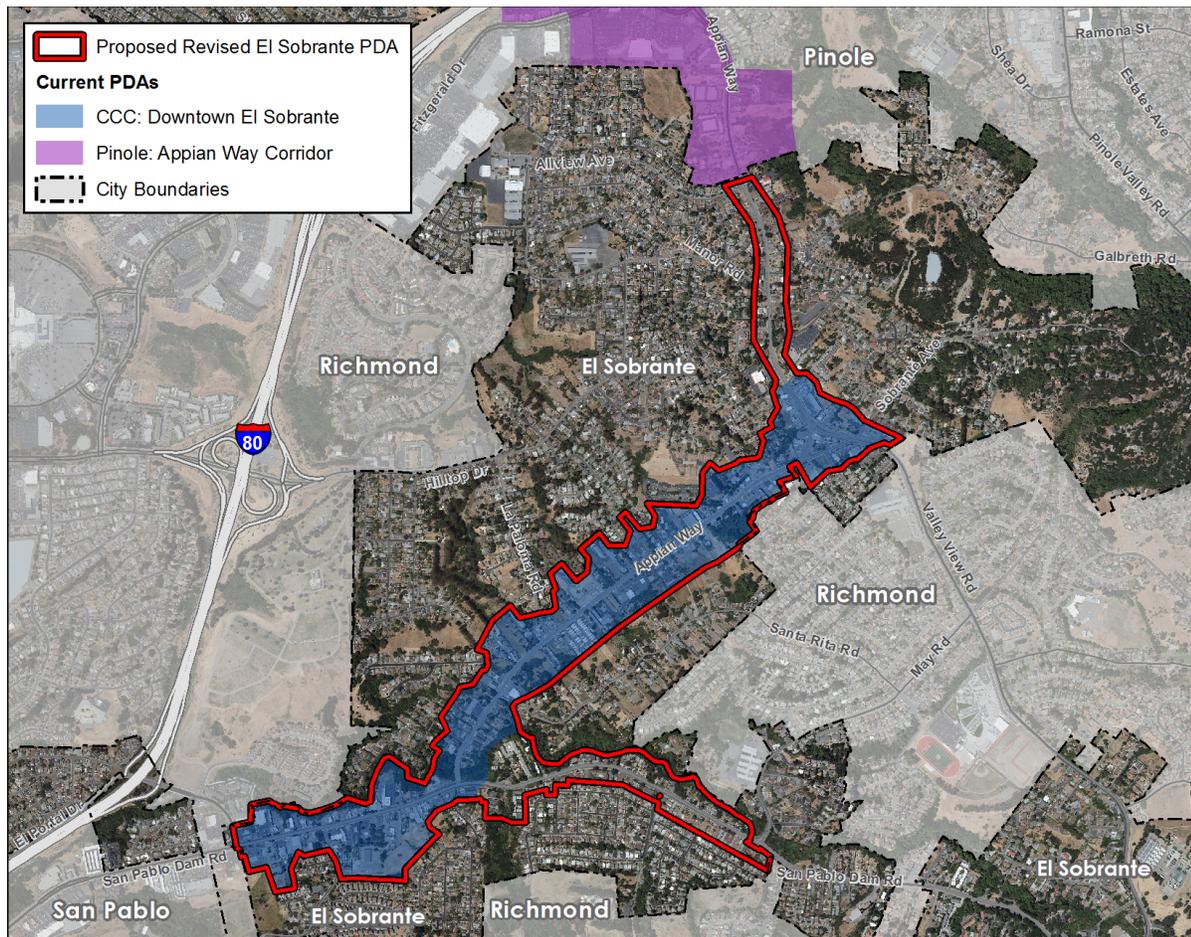
"Connected Community" PDA's must have the majority (50% or more) of their land area within a half mile of an existing or planned bus route with frequencies of no more than 30 minutes in peak periods. They must also have one of the following criteria: 1. Located in a High Resource Area (HRA), as defined by the California Department of Housing and Community Development (HCD); or 2. Have adopted, or shown commitment to adopt two or more policies shown to reduce vehicle miles traveled (VMT).

Revised PDAs -Downtown El Sobrante

Staff recommends the County expand the Downtown El Sobrante “Connected Community” PDA North along Appian Way until Dalessi Drive, where the “Appian Way Corridor PDA” begins in Pinole (see Figure 1) and east along San Pablo Dam Road to just east of May Road to include multifamily and commercial land uses. The County is currently updating its General Plan, and at a visioning meeting on May 30th 2019, residents expressed a desire for more mixed-use development along Appian Way, and to make the downtown area more pedestrian-friendly.

- The County wishes to stimulate economic development in El Sobrante to work towards a better spatial balance of jobs and housing.
- Per General Plan policies 5-J, 5-L, and 5-24, investing in infrastructure for transit and active modes will reduce reliance on driving.
- Expanding this PDA will help the County be more competitive for grant opportunities, which will help achieve goals set by both residents and the County.

Figure 1. Proposed Revision to Downtown El Sobrante PDA



Letter of Confirmation - Downtown El Sobrante

MTC requires jurisdictions to maintain “Connected Community” PDA status by submitting a “Letter of Confirmation” to confirm the jurisdiction’s intent to adopt a VMT-reduction policy in one of three ways: 1. Parking and Transportation Demand Management Ordinance or Citywide Impact Fee, 2. Vision Zero/Safety Plan or Bicycle and Pedestrian Infrastructure Plan, or 3. Another policy or plan documented by research to achieve significant VMT reduction.

DCD staff is currently developing a Vision Zero Plan in collaboration with the Public Works Department. CalTrans recently awarded the County a Sustainable Communities Grant to create a bicycle and pedestrian action plan for unincorporated County areas. These plans will be finished before 2025, and fulfill policy option 2 in the Letter of Confirmation.

Revised PDAs - Pittsburg/Bay Point

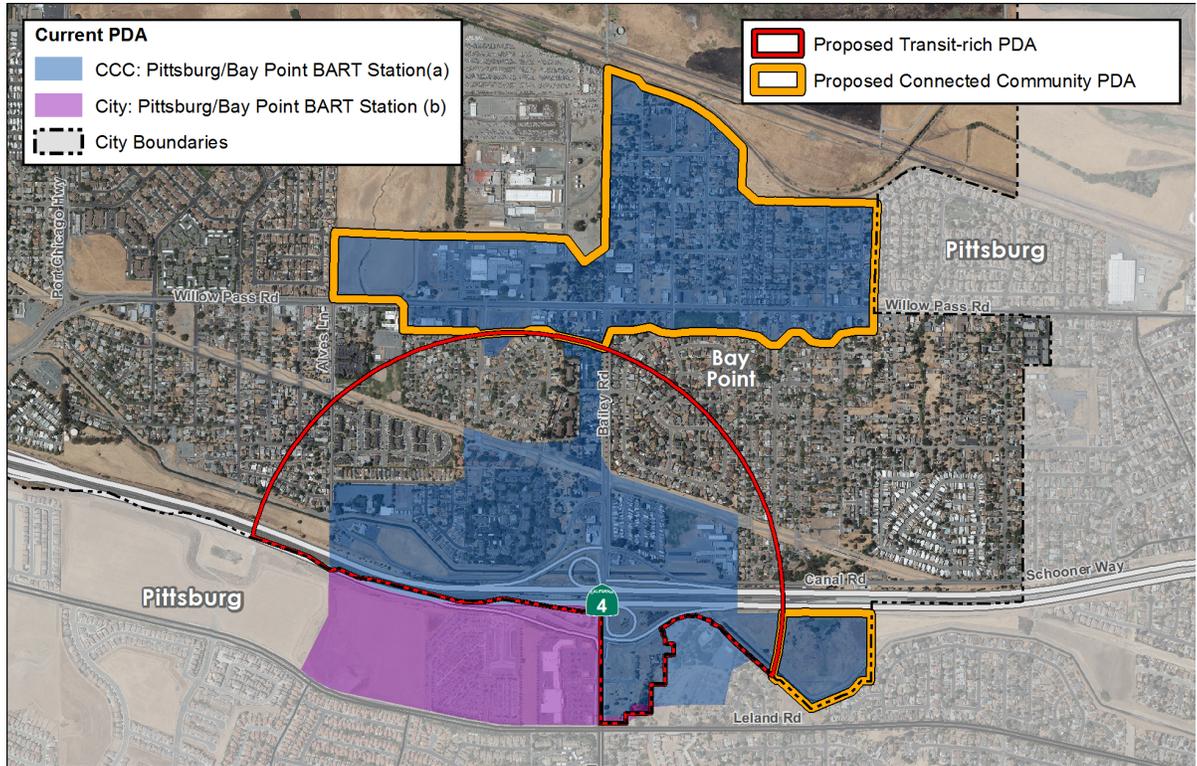
The existing Pittsburg/Bay Point PDA is proposed to be expanded to a half-mile radius around the Pittsburg/Bay Point BART station because those are Transit-Rich PDA-eligible areas (see Figure 2). Because portions of the existing PDA falls outside of the “transit-rich” eligible areas, CCTA will submit a letter of confirmation to designate those areas as a Connected Community PDA. CCTA is currently discussing the feasibility of increasing transit service through these areas with TriDelta Transit and MTC to achieve that Connected Community designation. According to MTC staff, confirming these designations will be conditional upon CCTA and TriDelta Transit’s funding capacity and plans for bus frequencies in these PDA areas.

At the April 18, 2019 General Plan Update visioning meeting for Bay Point and Clyde, residents expressed a desire for better connectivity, including better access to parks.

An expanded PDA boundary will increase the areas in which the County can coordinate transportation improvements with focused growth around the Pittsburg/Bay Point BART station.

The County's PDA needs to contract in one small area south of Highway 4 because it was annexed to the City of Pittsburg subsequent to the County originally proposing to include it in the PDA.

Figure 2. Proposed Revision to Pittsburg/Bay Point PDA



Remaining PDAs

DCD staff has reviewed the status of all the PDAs in, and impacting unincorporated Contra Costa County. The County’s PDA at Contra Costa Centre is in compliance with no further action required at this time. The County’s PDA in North Richmond will require a Letter of Confirmation from CCTA regarding transit service status.

The San Pablo Avenue PDA is a multijurisdictional effort among the West County cities and the County, and will require a Letter of Confirmation from CCTA and/or WCCTAC regarding the status of transit service. DCD Transportation staff is in discussions with those agencies regarding the provision of necessary documentation by the September 16 deadline.

New PDAs

While consideration was given to nominating Saranap, Crockett, and Pacheco as new PDAs, these communities fall outside of PDA-eligible areas indicated on MTC’s “[2019 Priority Development Area Letter of Interest Guide Map](#)”. MTC requires that PDA nominations for such areas submit plans for transit serving the area to reach 30 minute frequencies. There is currently no funding mechanism available to reach that level of transit service. According to estimates from County Connection staff it would cost nearly \$500,000 annually to reach 30 minute frequencies on Route 1 on Boulevard Avenue, in Saranap. Crockett and Pacheco have similar limitations with no funding mechanism to meet the headway requirement. Staff has and will continue to explore options for identifying additional transit funding. At the present time, given these constraints, staff does not recommend nominating any new PDAs.

2. Priority Production Areas

This is a new program that MTC is piloting as part of the Plan Bay Area 2050 regional planning effort. The County has been advocating that MTC develop a jobs-oriented incentive program for several years.

The intention of the pilot program is to protect and support the Bay Area's industrial and manufacturing sector through the provision of resources and implementation of streamlining actions. Thus, these PPAs should be whole districts that are consistent with current land use designations, have the capacity to add jobs, spur economic growth and result in other desirable land use outcomes. However, at this point in the pilot program, there is no associated grant funding. MTC is seeking PPA Letters of Interest from jurisdictions, using the following selection criteria:

- Has industrial/manufacturing uses and zoned for industrial uses;
- Does not include land within one-half mile of a regional rail station;
- No overlap with a PDA;
- Within an urbanized area; and
- Located in a jurisdiction that has a certified Housing Element.

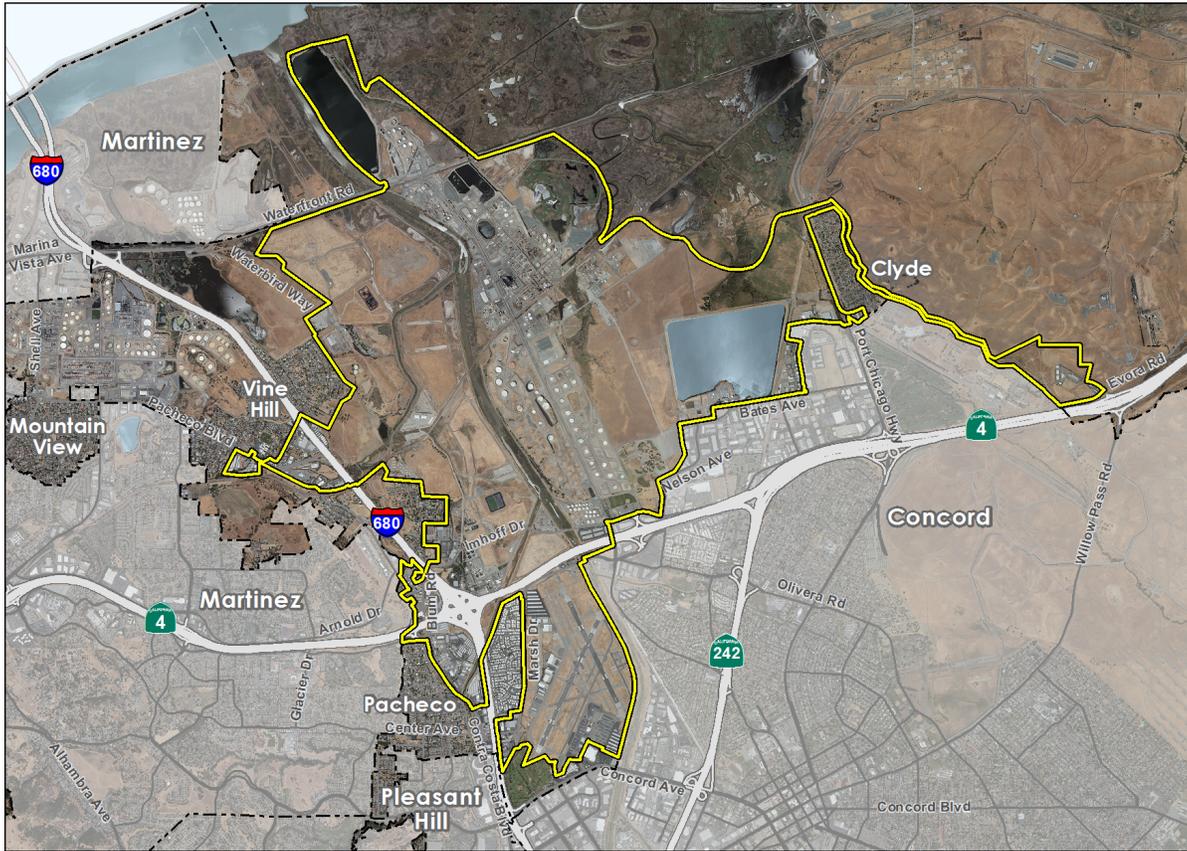
There are a number of ways in which the County might benefit from identifying potential PPAs. The designated areas will be officially recognized in the region's long-range plan, Plan Bay Area 2050, which will promote and position them for future investment. Similar to grant programs associated with PDAs, the assumption is that the PPA program will eventually include a grant program through ABAG and MTC. Other investment may come from businesses that are looking to take advantage of the PPA designation.

Staff reviewed areas throughout unincorporated Contra Costa, with a special focus on the Northern Waterfront Initiative area, for compatibility with the PPA criteria and goals with a special focus on the Northern Waterfront. Ultimately, staff recommends submitting Letters of Interest for three potential PPAs: Pacheco/North Concord (includes Northern Waterfront), Bay Point (includes Northern Waterfront), and Byron Airport. These areas each contain large, contiguous portions of land that are already zoned for industrial-type uses. The Pacheco/North Concord and Bay Point areas are within the Northern Waterfront, and Byron Airport is considered complementary to the Northern Waterfront. Moreover, the proposed PPAs do not overlap with PDA-eligible land, allowing for the option of future expansion of the PDAs down the road. The Pacheco and Bay Point PPAs are well situated near affordable housing and transit, while the Byron Airport and Pacheco PPAs have the unique asset of regional airports which could drive aviation and innovation companies to locate there.

Pacheco PPA

The proposed Pacheco PPA (Figure 3) is a collection of parcels zoned for manufacturing, light industrial, and heavy industrial and commercial use in the Pacheco-unincorporated North Concord-Buchanan Field area. It is bordered by the Urban Limit Line to the north, City of Martinez to the west, City of Concord to the south, and by natural barriers to the east. The zone also includes Buchanan Airport and is only a couple of miles from shipping channel docks. Highway 680 and Highway 4, both major arterials, also border this zone, while rail tracks run along its northern section. There is a large cluster of industrial activities currently in this area, considered to be within the Northern Waterfront Economic Development Initiative area, with the biggest being the Tesoro Golden Eagle Refinery. Advanced manufacturing is a key industry for its middle-wage jobs.

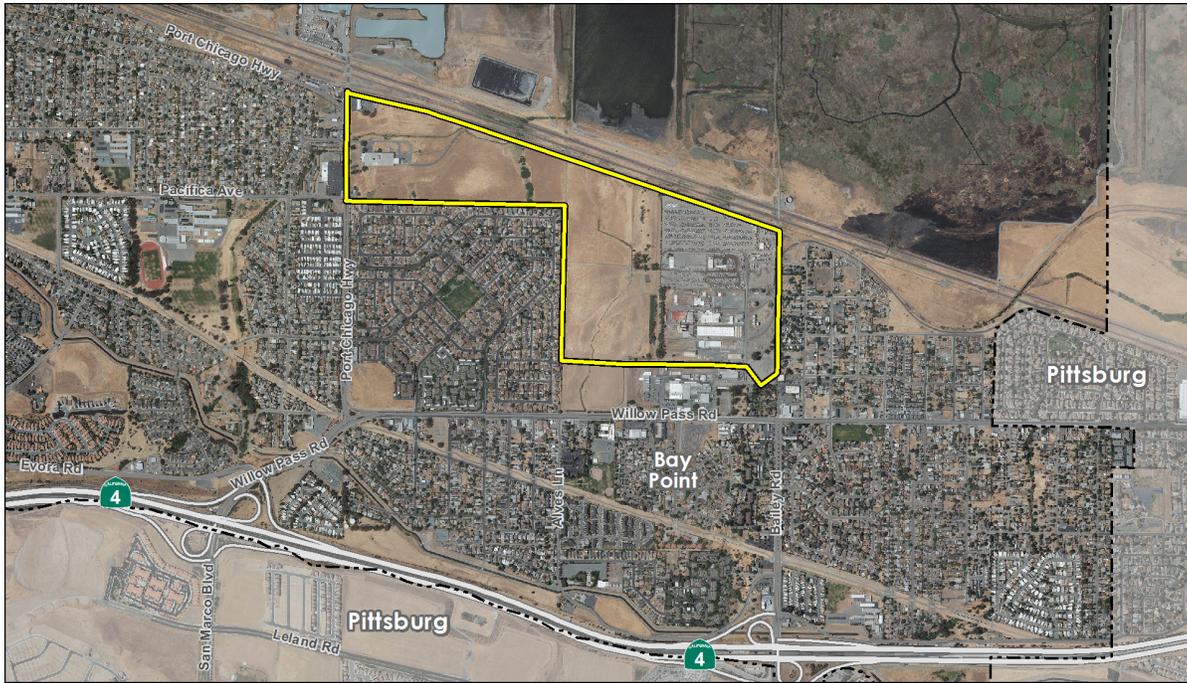
Figure 3. Proposed Pacheco PPA



Bay Point Waterfront PPA

The proposed Bay Point Waterfront PPA (Figure 4) is centrally located in Bay Point and primarily zoned for heavy industry within the existing P-1 overlay. It is bordered by marshland to the north, residential neighborhoods east and west, and both Willow Pass Road and an existing PDA to the south. Suisun Bay access is just to the north, while the Willow Pass Road and Highway 4, both major arterials, are just south of the proposed PDA. The Henkel Corporation and Criterion Catalyst are existing large employers within the proposed PPA, and are also some of the largest employers in the unincorporated County. As this area is also within the Northern Waterfront Economic Development Initiative area and has large developable parcels, advanced manufacturing is a target industry to retain and attract.

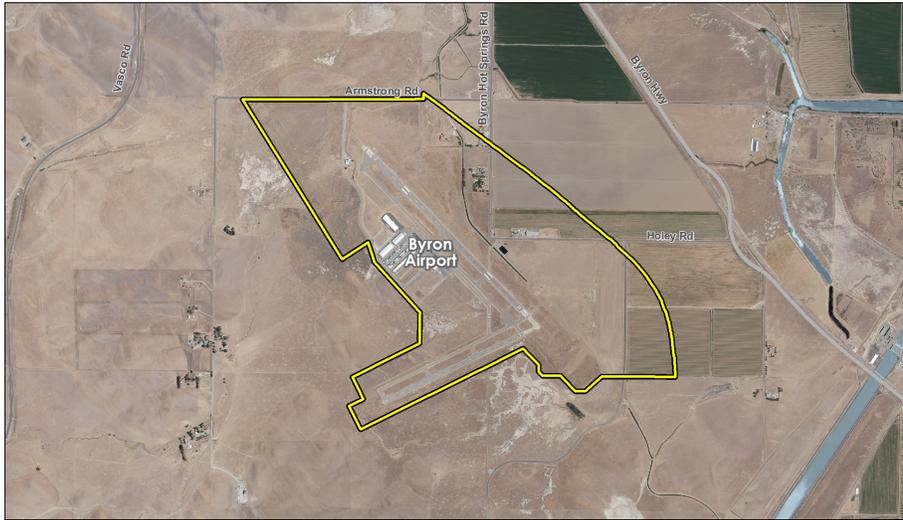
Figure 4. Proposed Bay Point Waterfront PPA



Byron Airport PPA

The Byron Airport PPA (Figure 5) is the area within the ULL, but not designated Open Space, surrounding the Byron Airport. It is primarily zoned P-1, with some agricultural designations. It is bordered by protected open space and habitat lands, on all sides except the east, where agricultural lands are found. Vasco Road is a major arterial to the west. Currently, there is minimal industry at this proposed PPA and it may not meet MTC’s “urbanized” standard. However, the County has worked to promote private investment and development at the airport for many years, and there is anticipated growth in the in the innovation and aviation industry.

Figure 5. Proposed Byron Airport PPA



In addition to the three PPAs within the unincorporated County, the staff recommendation includes a letter of support for the PPA proposal for the Wilbur Avenue corridor (within the Northern Waterfront) that will be submitted by the City of Antioch. A small section of Wilbur is unincorporated, but the preponderance is incorporated, so Antioch will be the administrative lead for the submittal. The County and City are already cooperating in this area on the short-line rail feasibility study underway by the County.

3. Priority Conservation Areas

The County has previously coordinated with MTC to establish and maintain Priority Conservation Areas throughout the County and staff has not identified the need for additional designations. A [map](#) of existing PCAs can be found here. No action is necessary regarding Priority Conservation Areas (PCAs); no changes to the program are currently being proposed by MTC.

CONSEQUENCE OF NEGATIVE ACTION:

Failing to update Priority Area designations may prevent the County from receiving MTC or other grant funding for transportation, housing, and economic development projects in Priority Areas throughout the county.



Contra
Costa
County

To: Board of Supervisors
From: POST-RETIREMENT HEALTH BENEFITS TRUST AGREEMENT ADVISORY BODY
Date: September 10, 2019

Subject: Revisions to the CCC Post-Employment Health Care Plan Investment Policies and Guidelines (Last Revised September 2015)

RECOMMENDATION(S):

Approve amendments to the Contra Costa County Post-Employment Health Care Plan Investment Policies and Guidelines to modify investment strategic ranges (last revised September 2015).

FISCAL IMPACT:

No specific fiscal impact.

BACKGROUND:

As a matter of best practices the Post-Retirement Health Benefits Trust Agreement Advisory Body annually reviews the Investment Policies and Guidelines Document. Considerations are made as to whether or not:

- any cleanup language is necessary to clarify meaning and application of the policies and guidelines;
- any new legislation and regulations governing the investment practice of the Plan's funds have been passed since the last review;
- new asset categories and/or allocations affecting the management and performance of the investment portfolio have been introduced; and
- new guidelines and requirements have been added to further guide and/or restrict the investing of funds.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

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

By: , Deputy

cc: Russell Watts, Treasurer-Tax Collector, Robert Campbell, Auditor-Controller, Patrick Godley, HSD Chief Financial Officer, Highmark Capital (via CAO)

BACKGROUND: (CONT'D)

For 2019, the following changes were reviewed by the Advisory Body and are presented to the Board of Supervisors for approval:

1. Page 1, Added revision date
2. Page 2, Updated current assets
3. Page 2, Updated contact for HCM Back up - Portfolio Manager
4. Page 2, Adjustment to the Strategic Range of Asset Classes as follows: Alternatives 0-10%.
5. Page 8, Adjustments in the benchmark composition in section VIII, Investment Objectives, to reflect the changes made in the Strategic Ranges.
6. Page 9, Modification to the Target Mix and Allocation Ranges in Table 1 of the Asset Allocation.

The red-lined current policy and a copy of the revised policy are included as Attachments A and B. Post Retirement Health Benefits Trust documents are available on the Post Retirement Health Benefits Trust Agreement Advisory Body website (<http://ca-contracostacounty.civicplus.com/index.aspx?NID=2915>).

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the adjustment to the investment strategic ranges will have a negative impact on the management and performance of the Plan's investment portfolio.

ATTACHMENTS

Attachment A

Attachment B

COUNTY OF CONTRA COSTA POST-EMPLOYMENT HEALTH CARE PLAN

INVESTMENT POLICIES AND GUIDELINES DOCUMENT

Adopted February 2011
Revised June 2011
Revised June 2013
Revised September 2015
Revised August 2019



Contra Costa County Post-Retirement Health Care Plan Investment Policies and Guidelines Document

In response to the Government Accounting Standards Board (GASB) Statement Number 45 disclosure requirements for Other Post-Employment Benefit (OPEB) Plans, Contra Costa County has adopted a Section 115 Trust Plan that seeks to satisfy these liabilities for certain eligible employees.

Executive Summary

Plan Sponsor:	Contra Costa County (County)
Advisory Body:	Post Retirement Health Benefits Trust Agreement Advisory Body
Plan Administrator:	Contra Costa County Treasurer-Tax Collector
Trust Administrator:	Public Agency Retirement Services (PARS)
Trustee:	U.S. Bank, N.A.
Investment Advisor:	U.S. Bank, N.A., as Trustee has hired HighMark Capital Management (Portfolio Manager) via a sub-advisory agreement to serve as the Investment Advisor.
Investment Authority:	Full Investment Authority
Account Number:	To be determined
Current Assets:	\$170,590,893 (as of September 17, 2015) <u>\$308,513,961 (as of June 30, 2019)</u>
Annual Contributions:	Evaluated annually
Risk Tolerance:	Balanced Objective
Time Horizon:	Long-Term
Assumed Earnings Rate:	6.25%
Investment Objective:	The primary objective is to maximize total Plan return, subject to the risk and quality constraints set forth below. The Plan's targeted rate of return is 6.25%. The asset allocation ranges for the Plan is listed below:
Strategic Ranges:	Cash: 0 - 5% Fixed Income: 30-50% Equity: 45-65% Alternatives 05-120%
Communication Schedule:	See Portfolio Reporting Requirements Committee meetings quarterly
Income Needs/Cash Flow Required:	To be determined annually by the Plan Administrator.
Unique Needs and Circumstances:	None Known
HCM Portfolio Manager:	Andrew Brown, CFA 415-705-7605 Andrew.Brown@highmarkcapital.com
HCM Back up -Portfolio Manager:	Randy Yurchak , CFA 415-705-7579 Randy.Yurchak@highmarkcapital.com
U.S Bank Administrative Officer:	Sue Hughes 949-224-7209 Susan.Hughes@usbank.com

The managing director for HighMark Capital Management is Kevin Rogers, he can be reached at 949-553-2580

Portfolio Constraints

Income Needs/Cash Flow Required: Income needs are expected to be minimal in the initial years of the Plan

Client (Signature): _____ **Date:** _____

HCM Portfolio Manager: _____ **Date:** _____

I. INTRODUCTION

The Board of Supervisors (the "Board") of the County of Contra Costa has established the following Investment Policies and Guidelines Document (the "Document") for the investment of the trust fund (the "Trust") of the Contra Costa County Post-Retirement Health Benefits Plan (the "Plan"). The Board reserves the right at any time and from time to time to amend, supplement or rescind this document.

II. OVERVIEW

The purpose of this Document is to assist the Board and the Portfolio Manager in effectively supervising, monitoring and evaluating the investment of the Plan's portfolio. The investment program is defined in the various sections of the Document by:

- A. Stating the Board's attitudes, expectations, objectives and guidelines for the investment of all assets.
- B. Setting forth an investment structure for managing the Plan's portfolio. This structure includes various asset classes, investment management styles, asset allocation and acceptable ranges that, in total are expected to produce an appropriate level of overall diversification and anticipated total investment return over the investment time horizon.
- C. Encouraging effective communications between the Board and the Portfolio Manager.
- D. Complying with all applicable fiduciary, prudence and due diligence requirements experienced investment professionals would utilize, and with all applicable laws, rules and regulations of various local, state and federal entities that may impact the Plan's assets.

III. AUTHORITY

The investment of the assets for the Trust shall be in accord with applicable law, including but not limited to the following:

- A. Investments shall be solely in the interest of, and for the exclusive purposes of providing benefits to the participants in the Plan and their beneficiaries, minimizing the contributions of employers thereto, and defraying the reasonable expenses of administering the Trust (Cal. Gov. Code Sec. 31595 (a)).
- B. Investments shall be made with the care, skill prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims (Cal. Gov. Code Sec. 31595 (b)).
- C. Investments shall be diversified so as to minimize the risk of loss and to maximize the rate of return unless under the circumstances it is clearly prudent not to do so (Cal. Gov. Code Sec. 31585 (c)).
- D. In considering potential investment managers, it is the policy of the Board not to exclude managers from consideration based on ethnic background or gender, and not to arbitrarily exclude an emerging firm if, in the opinion of the Board, that firm has equal or superior capabilities to other candidates.
- E. It shall be the policy of the Board that an Economically Targeted Investment (ETI) can be considered if and only if it has return and risk circumstances attractive in comparison to other alternatives.

IV. COUNTY PLAN ADMINISTRATOR'S RESPONSIBILITIES

- A. On behalf of the Board, execute all legal and administrative documents pertaining to a trust fund, and take whatever actions are necessary to maintain the County's participation in the trust fund, including compliance with any relevant regulation issued or as may be issued.
- B. Oversee the investment portfolio and monitor performance by means of regular reviews to assure objectives are met and the policy and guidelines are being followed.
- C. Provide the investment manager with all relevant information on the Plan, and shall notify him/her promptly of any changes to this information.
- D. Advise the investment manager of any change in the Plan's circumstances, such as a change in actuarial assumptions, which could possibly necessitate a change to the overall risk tolerance, time horizon or liquidity requirements; and thus would dictate a change to the overall investment objective and goals of the portfolio.

V. PORTFOLIO MANAGERS' RESPONSIBILITIES, POLICIES AND GUIDELINES

All portfolio managers hired by the County will be registered investment advisors with the Securities and Exchange Commission, or will be trust companies that are regulated by State and Federal Banking authorities. Such portfolio managers will maintain proper and adequate insurance coverage including errors & omissions, surety bond and fiduciary liability. In addition, portfolio managers agree to notify the Board and Plan Administrator in writing if they are unable to continue acting in the capacity of a fiduciary or investment advisor.

Portfolio Managers' Responsibilities

The portfolio manager is expected to manage the Plan's portfolio in a manner consistent with this Document and in accordance with State and Federal law and the Uniform Prudent Investor Act. The portfolio manager is a registered investment advisor and shall act as such until the Board decides otherwise.

The portfolio manager shall be responsible for:

- 1. Designing, recommending and implementing an appropriate asset allocation consistent with the investment objectives, time horizon, risk profile, guidelines and constraints outlined in this statement.
- 2. Advising the Plan Administrator about the selection of and the allocation of asset categories every three years or as needed.
- 3. Identifying specific assets and investment managers within each asset category.
- 4. Monitoring the performance of all selected assets.
- 5. Recommending changes to any of the above.
- 6. Periodically reviewing the suitability of the investments, being available to meet with the Board and Plan Administrator at least once each year, and being available at such other times within reason at the Board's request.
- 7. Preparing and presenting appropriate reports.
- 8. Informing the Board and Plan Administrator of changes occurring in personnel that are responsible for portfolio management or research.

Investment Manager Policies and Guidelines

The investment policies governing each investment manager hired by the County are as follows:

1. The investment manager is required to accept the responsibilities stated above. These responsibilities include acting as a prudent expert and agreeing to be a fiduciary to the County. The manager will seek to satisfy the County's investment objectives. If a problem exists with these objectives, it is the manager's responsibility to formally discuss these problems in a written communication to the Advisory Body and Plan Administrator. Also, the manager agrees to satisfy the County's prescribed requirements outlined in a subsequent section.
2. Under any and all capital market environments, the investment manager agrees to maintain the investment approach that it is was hired to implement. Significant changes to the manager's investment decision-making process are to be immediately reported in writing to the Board and Plan Administrator. It is the responsibility of the investment manager to fully educate the Board and Plan Administrator as to the specifics of its investment process and internal research that may lead to changes in the firm's investment approach.
3. An investment portfolio constructed for the Board is expected to generally conform to other portfolios managed by the investment organization, exclusive of specific investment guidelines. When the Board guidelines require the investment manager to manage a portfolio significantly different than its other portfolios, it is the responsibility of the manager to communicate in writing the potential impact of the Board's guidelines on the portfolio.
4. The manager will otherwise treat the Plan's portfolio in a manner similar to other comparable portfolios in portfolio construction trading and in all other aspects.
5. Managers shall have full discretionary power to direct the investment, exchange, liquidation and reinvest the assets of the Plan, but must meet the provisions of the Board's investment objectives and policies. The Board expects the manager to recommend changes to this document at any time when the manager views any part of it to be at variance with overall market and economic conditions.
6. Unless otherwise specified, portfolios are to be fully invested in allowable investment securities. Under no circumstance shall an investment manager attempt to "market time" investments in its portfolio(s).

VI. PORTFOLIO REPORTING REQUIREMENTS

Quarterly Reports:

1. The investment objectives of the portfolio will be clearly stated. Next a narrative description of the portfolio's investment strategy will be provided with a discussion of the factors that proved to be favorable and those that were unfavorable. In addition, a concise statement of the firm's investment decision-making process will be provided and any changes or modifications that were made to the process.
2. Portfolio performance before and after investment management fees:
The manager shall report the quarterly total portfolio rate of return before and after investment management fees have been deducted, as well as cumulative and annual performance on both bases since account inception. Also included in these tables will be the manager's performance benchmarks and ranking with median return of peers.

3. Portfolio asset mix and asset growth:
The portfolio's allocation to the major asset classes will be specified for the beginning and end of the quarter. Market values will be shown for the total account over the same period.
4. Portfolio allocations according to characteristics and other classifications:
Specific portfolio characteristics will be developed and contrasted to those of the portfolio's performance benchmark.
5. Portfolio reconciliation to the custodial bank:
As of month end, the investment manager will reconcile their portfolio market value to that provided by the custodial bank. The custodial trustee accounts for investments on a trade date, full accrual basis. Explanation of any discrepancies shall be provided to the County.

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Portfolio summary report and detailed positions and transactions:

A summary report consisting of a statement of changes in market value from the preceding month, a summarized portfolio composition using market values and portfolio performance for the latest month, and a portfolio reconciliation to the custodial market value of the account. The report should also include individual issues in the portfolio as of the most recent month-end along with a list of portfolio purchases and sales.

VII. ASSET CATEGORIES

For purposes of setting objectives and guidelines for the investment of the assets of the Plan, the assets shall be divided into five segments described as: Global Equity, Global Fixed Income, Real Estate, Alternative Investments, and the Incidental Cash position. The Domestic and International Equity allocations are considered part of the Global Equity segment. The Domestic Fixed Income allocation and the High Yield Fixed Income allocation are considered part of the Global Fixed Income portion of the Plan.

Global Equity Portion shall consist of investments in common stock and other securities which are convertible into common stock. The Global Equity portion may be further divided into domestic, international, and global; large, mid and small capitalization; growth, value, and core.

Global Fixed Income Portion shall consist of investments in fixed income securities including High-Yield bonds as well as securities including cash equivalents.

Real Estate Portion shall consist of investments in real estate through the use of publicly traded real estate investment trusts (REITs) and through the use of commingled funds that invest in publically traded REITs.

Incidental Cash Portion shall include short-term monies not invested in either the Real Estate, Global Fixed Income, or the Global Equity portion of the Plan.

Alternative Investments shall consist of investments in funds that are not traditional equity, fixed income, real estate or cash/money market. Alternative investments maintain correlations that compliment traditional investment classes. Examples of alternative investments would include market neutral funds, global macro funds, merger/arbitrage funds, managed futures funds, commodity/precious metals funds, long-short funds, and absolute return funds.

VIII. INVESTMENT OBJECTIVES

The general investment objective of the Plan is to maximize total return, subject to the risk and quality constraints described in the Investment guidelines. The relative return objective is a total return on a market value basis which exceeds that of a custom index composed of appropriate asset class indexes weighted proportionally by corresponding asset class targets. The rate of return objective shall be the actuarial interest assumption, as determined from year to year.

A. Total Fund Benchmarks

The primary objective is to maximize total Plan return, subject to the risk and quality constraints set forth. The Plan's targeted rate of return is 6.25%. The relative return objective is a total return on a market value basis which exceeds that of a custom index composed of appropriate asset class indexes weighted proportionally by corresponding asset class targets. The custom benchmark composition would include ~~19~~7% Russell 1000 Index, 6% Russell Mid-Cap Index, ~~9~~8% Russell 2000 Index, ~~8~~7% MSCI-ACWI Index, ~~10~~9% MSCI-EAFE Index, ~~43~~38% Barclay's Aggregate Index, 4% DJ Wilshire REIT Index, ~~10% Wilshire Liquid Alternatives Index~~, and 1% Citigroup 3-Month T- Bill Index.

B. Domestic Equity

1. For the Domestic Large Capitalization portion of the Plan, a rate of return in excess of the Russell 1000 Index, and a return in the upper half of the corresponding Morningstar large capitalization style universe.
2. For the Domestic Small Capitalization portion of the Plan, a rate of return in excess of the Russell 2000 Index, and a return in the upper half of the corresponding Morningstar small capitalization style universe.
3. For the Domestic Mid-cap portion of the Plan, a rate of return in excess of the Russell Mid-Cap Index, and a return in the upper half of the corresponding Morningstar mid-capitalization style universe.

C. Global Equity

1. For the Global Equity portion of the Plan, a rate of return in excess of the MSCI-ACWI Index, and a return in the upper half of the corresponding Morningstar global large capitalization style universe.

D. International Equity

1. The objective for the international equity portion of the Plan is a return in excess of the MSCI-EAFE Index, and a return in the upper half of the corresponding Morningstar International Equity style universe.

E. Fixed Income

1. The objective for the fixed income portion of the Plan is a return in excess of the Barclays Aggregate Index, and a return in excess of the Morningstar Universe of intermediate-term fixed income universe.
2. The objective for the high-yield portion of the Plan is a return in excess of the Merrill Lynch BB/B Index, and a return in the upper half of the corresponding Morningstar High Yield universe.

F. Real Estate

1. The objective for the real estate portion of the Plan is a return in excess of the Dow Jones U.S. REIT Index, and a return in excess of the Morningstar Universe of REIT funds.

G. Incidental Cash

1. The objective of the cash portion is to achieve a return in excess of a comparable money market universe of funds.

H. Alternative Funds

1. The objective of the alternative portion of the Plan is to achieve a return in excess of the Wilshire Liquid Alternatives Index.

IX. ASSET ALLOCATION

Targets

The asset allocation targets and their associated ranges, which are a function of the returns and risks from various asset classes and the nature of the Plan’s liabilities, are set forth below in Table 1. The Board will review its asset allocation position as needed or a minimum of once every three to five years. The Board may make tactical adjustments to the targets and ranges, and may change the targets and ranges as appropriate.

The Investment manager is responsible for maintaining the balance between fixed income and equity securities based on the asset allocation. The parameters shown in Table 1 shall be adhered to in managing the portfolio:

Table 1

	<u>Target Mix</u>	<u>Allocation Ranges</u>	
		<u>Minimum</u>	<u>Maximum</u>
Total Domestic Equity			
Large Cap	19 7%	13%	32%
Mid Cap	6%	2%	10%
Small Cap	9 8%	4%	12%
Global Equity	8 7%	4%	12%
International Equity (Developed)	10 9%	4%	16%
International Equity (Emerging)	0%	0%	4 3%
Fixed Income	43 38%	30%	50%
High Yield	0%	0%	4%
Real Estate	4%	0%	8%
Cash (Money Market)	1%	0%	5%
Alternatives	40%	0 5%	10 20%

Rebalancing

1. From time to time, market conditions may cause the asset allocation to vary from the established target. To remain consistent with the asset allocation guidelines established by this document, the investment manager will at a minimum rebalance the portfolio on a quarterly basis.
2. The Board and Plan Administrator have the authority to issue instructions to the investment manager to liquidate securities for reallocation to other managers.

3. On an annual basis, the Board and Plan Administrator shall develop a cash flow plan for the subsequent year. This plan will take into consideration expected cash needs both for the payment of benefits as well as to fund under-allocated or new asset classes.

X. INVESTMENT GUIDELINES

The following guidelines apply to all Investment managers. Any further constraints, limitations or authorities to an individual manager, which are specific to that manager and have been agreed to by the manager and the Plan Administrator also apply.

Global Equity

1. The maximum percentage of the Plan which may be invested in the securities of a single corporation shall be 10% of the value of the Plan.
2. The Plan shall not hold more than 5% of the equity securities of an issuer.

Alternatives

1. The total investment amount for any alternative fund will not exceed 5% of total Plan assets.

Global Fixed Income

The Fixed Income account securities will be restricted to the following:

1. Obligations of the U.S. Treasury
2. Obligations guaranteed by an agency of the United States, including agency Mortgage-Backed Securities
3. Government, agency, quasi-government and supranational bonds.
4. Certificates of deposit and banker's acceptance of credit-worthy banks.
5. Individual Corporate bond investments shall be "Investment Grade" with a minimum quality rating of Baa2/BBB at the time of purchase. In the event that quality ratings differ among rating agencies, the higher rating will prevail.
6. Eligible instruments issued pursuant to SEC Rule 144(a) or Regulation S.
7. Commercial paper (including variable rate notes) of issuers rated P-1 by Moody's Investor Services and A-1 by Standard & Poor's.
8. Lower risk planned amortization class (PAC) collateralized mortgage obligations ("CMO") and Sequential CMOs. CMOs other than PACs and Sequentials are limited to a maximum of 10% of the fixed income portfolio at cost.
9. Portfolio holdings in CMOs greater than 15 years or less than negative 15 years in duration (based on a 100 basis point move in rates) are limited to no more than a total of 2% of the fixed income portfolio at cost.
10. High yield securities may be held, but they will be held using a high-yield mutual fund
11. Investment-grade bonds backed by the interest and principal payments on loans for certain types of assets, such as automobiles, credit cards or student loans, known as asset-backed securities.

Real Estate

Investments in Real Estate will be made through individual REIT securities as well as commingled funds that invest in REITs. Separately held real estate investments are prohibited.

Incidental Cash

The incidental cash portion of the Plan shall be invested in readily marketable and diversified assets as are enumerated in the Fixed Income Portion Guidelines. Additionally money market funds and repurchase agreements are acceptable cash oriented investments.

XI. PROHIBITED ASSETS

The Plan wishes to avoid investments in the following investment categories:

- Precious metals
- Private Equity
- Venture Capital
- Short sales
- Purchases of Letter Stock, Private Placements, or direct payments
- Leveraged Transactions
- (or Private Label) Mortgage-Back Securities
- Commodities Transactions Puts, calls, straddles, or other option strategies,
- Purchases of real estate, with the exception of REITs
- Derivatives, with exception of ETFs
- Contra Costa County Issued Bonds
- Non-agency (or Private Label) Mortgage-Back Securities

The investment manager will not make direct investments in any of the prohibited assets listed above. However, external third-party managers hired by the investment manager may invest in some of the assets listed above in order to achieve their stated investment objectives. For example, managers pursuing market-neutral, absolute return or other alternative strategies may combine long positions with short positions in order to produce a return stream that is less volatile than the volatility a long-only strategy could achieve.

XII. FUND SELECTION PROCESS

Funds selected as investments in the Plan will be expected to have undergone a rigorous screening process that searches for managers and styles that will produce above average returns within acceptable risk parameters. The evaluation process will consider the following factors:

- Performance track record
- Fund assets
- Manager tenure with fund
- Expense ratios
- Market capitalization
- Style consistency
- Number of holdings
- Assets in top 10
- Portfolio turnover
- Sector weighting allocations
- Standard deviation
- Sharpe ratio

Performance evaluation of the Funds will take into consideration both performance relative to a benchmark index as well as performance relative to a universe of the fund's peers. Evaluation metrics versus a representative benchmark will utilize a twelve-month rolling performance record compared to a representative benchmark over a three, five, seven and ten-year period (if/when available).

A fund is expected to rank above the median in its appropriate peer group for the three, five and ten-year periods (if/when available).

An additional requirement for all funds utilized in the Plan is that the fund families that sponsor the funds will have filled out and returned a request for proposal (RFP) submitted to them by the investment manager. This RFP will highlight significant areas such as organizational factors, composition of assets, portfolio characteristics, investment process, fee structure, internal compliance controls, and an overview of the investment personnel.

Investment mutual funds may be removed from the investment portfolio from time to time. Factors that the investment manager will consider in regards to removing a fund include, but is not limited to:

- Performance that is inconsistent with the manager's style or our expectations
- Performance that conflicts with peers and style universes
- Annualized return trails the benchmark or median return on a 3-year basis for more than three consecutive quarters
- Security selection not in agreement with the manager's investment philosophy/process
- Purchases that lead to abnormal portfolio concentrations
- Sector and industry exposures that are inconsistent with the manager's guidelines
- Unusual tracking error to the benchmarks
- Inadequate transparency between the manager's comments and portfolio holdings
- Inconsistencies related to the manager's remarks on style, sector, and market cap weightings
- Instability at the manager's investment management firm
- Modifications to the investment process and/or risk controls that interfere with a firm's strategy
- Staffing adjustments that may result in poor performance
- The fund selection process described above is not required for any passive investments, including index-based mutual funds or exchange-trade funds (ETFs).

COUNTY OF CONTRA COSTA POST-EMPLOYMENT HEALTH CARE PLAN

INVESTMENT POLICIES AND GUIDELINES DOCUMENT

**Adopted February 2011
Revised June 2011
Revised June 2013
Revised September 2015
Revised August 2019**



Contra Costa County Post-Retirement Health Care Plan Investment Policies and Guidelines Document

In response to the Government Accounting Standards Board (GASB) Statement Number 45 disclosure requirements for Other Post-Employment Benefit (OPEB) Plans, Contra Costa County has adopted a Section 115 Trust Plan that seeks to satisfy these liabilities for certain eligible employees.

Executive Summary

Plan Sponsor:	Contra Costa County (County)
Advisory Body:	Post Retirement Health Benefits Trust Agreement Advisory Body
Plan Administrator:	Contra Costa County Treasurer-Tax Collector
Trust Administrator:	Public Agency Retirement Services (PARS)
Trustee:	U.S. Bank, N.A.
Investment Advisor:	U.S. Bank, N.A., as Trustee has hired HighMark Capital Management (Portfolio Manager) via a sub-advisory agreement to serve as the Investment Advisor.
Investment Authority:	Full Investment Authority
Account Number:	To be determined
Current Assets:	\$308,513,961 (as of June 30, 2019)
Annual Contributions:	Evaluated annually
Risk Tolerance:	Balanced Objective
Time Horizon:	Long-Term
Assumed Earnings Rate:	6.25%
Investment Objective:	The primary objective is to maximize total Plan return, subject to the risk and quality constraints set forth below. The Plan's targeted rate of return is 6.25%. The asset allocation ranges for the Plan is listed below:
Strategic Ranges:	Cash: 0 - 5% Fixed Income: 30-50% Equity: 45-65% Alternatives 0-10%
Communication Schedule:	See Portfolio Reporting Requirements Committee meetings quarterly
Income Needs/Cash Flow Required:	To be determined annually by the Plan Administrator.
Unique Needs and Circumstances:	None Known
HCM Portfolio Manager:	Andrew Brown, CFA 415-705-7605 Andrew.Brown@highmarkcapital.com
HCM Back up -Portfolio Manager:	Randy Yurchak, CFA 415-705-7579 Randy.Yurchak@highmarkcapital.com
U.S Bank Administrative Officer:	Sue Hughes 949-224-7209 Susan.Hughes@usbank.com

The managing director for HighMark Capital Management is Kevin Rogers, he can be reached at 949-553-2580

Portfolio Constraints

Income Needs/Cash Flow Required: Income needs are expected to be minimal in the initial years of the Plan

Client (Signature):  Date: 8/1/2019

HCM Portfolio Manager:  Date: 8/1/2019

I. INTRODUCTION

The Board of Supervisors (the "Board") of the County of Contra Costa has established the following Investment Policies and Guidelines Document (the "Document") for the investment of the trust fund (the "Trust") of the Contra Costa County Post-Retirement Health Benefits Plan (the "Plan"). The Board reserves the right at any time and from time to time to amend, supplement or rescind this document.

II. OVERVIEW

The purpose of this Document is to assist the Board and the Portfolio Manager in effectively supervising, monitoring and evaluating the investment of the Plan's portfolio. The investment program is defined in the various sections of the Document by:

- A. Stating the Board's attitudes, expectations, objectives and guidelines for the investment of all assets.
- B. Setting forth an investment structure for managing the Plan's portfolio. This structure includes various asset classes, investment management styles, asset allocation and acceptable ranges that, in total are expected to produce an appropriate level of overall diversification and anticipated total investment return over the investment time horizon.
- C. Encouraging effective communications between the Board and the Portfolio Manager.
- D. Complying with all applicable fiduciary, prudence and due diligence requirements experienced investment professionals would utilize, and with all applicable laws, rules and regulations of various local, state and federal entities that may impact the Plan's assets.

III. AUTHORITY

The investment of the assets for the Trust shall be in accord with applicable law, including but not limited to the following:

- A. Investments shall be solely in the interest of, and for the exclusive purposes of providing benefits to the participants in the Plan and their beneficiaries, minimizing the contributions of employers thereto, and defraying the reasonable expenses of administering the Trust (Cal. Gov. Code Sec. 31595 (a)).
- B. Investments shall be made with the care, skill prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims (Cal. Gov. Code Sec. 31595 (b)).
- C. Investments shall be diversified so as to minimize the risk of loss and to maximize the rate of return unless under the circumstances it is clearly prudent not to do so (Cal. Gov. Code Sec. 31585 (c)).
- D. In considering potential investment managers, it is the policy of the Board not to exclude managers from consideration based on ethnic background or gender, and not to arbitrarily exclude an emerging firm if, in the opinion of the Board, that firm has equal or superior capabilities to other candidates.
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- A. On behalf of the Board, execute all legal and administrative documents pertaining to a trust fund, and take whatever actions are necessary to maintain the County's participation in the trust fund, including compliance with any relevant regulation issued or as may be issued.
- B. Oversee the investment portfolio and monitor performance by means of regular reviews to assure objectives are met and the policy and guidelines are being followed.
- C. Provide the investment manager with all relevant information on the Plan, and shall notify him/her promptly of any changes to this information.
- D. Advise the investment manager of any change in the Plan's circumstances, such as a change in actuarial assumptions, which could possibly necessitate a change to the overall risk tolerance, time horizon or liquidity requirements; and thus would dictate a change to the overall investment objective and goals of the portfolio.

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3. For the Domestic Mid-cap portion of the Plan, a rate of return in excess of the Russell Mid-Cap Index, and a return in the upper half of the corresponding Morningstar mid-capitalization style universe.

C. Global Equity

1. For the Global Equity portion of the Plan, a rate of return in excess of the MSCI-ACWI Index, and a return in the upper half of the corresponding Morningstar global large capitalization style universe.

D. International Equity

1. The objective for the international equity portion of the Plan is a return in excess of the MSCI-EAFE Index, and a return in the upper half of the corresponding Morningstar International Equity style universe.

E. Fixed Income

1. The objective for the fixed income portion of the Plan is a return in excess of the Barclays Aggregate Index, and a return in excess of the Morningstar Universe of intermediate-term fixed income universe.
2. The objective for the high-yield portion of the Plan is a return in excess of the Merrill Lynch BB/B Index, and a return in the upper half of the corresponding Morningstar High Yield universe.

F. Real Estate

1. The objective for the real estate portion of the Plan is a return in excess of the Dow Jones U.S. REIT Index, and a return in excess of the Morningstar Universe of REIT funds.

G. Incidental Cash

1. The objective of the cash portion is to achieve a return in excess of a comparable money market universe of funds.

H. Alternative Funds

1. The objective of the alternative portion of the Plan is to achieve a return in excess of the Wilshire Liquid Alternatives Index.

IX. ASSET ALLOCATION

Targets

The asset allocation targets and their associated ranges, which are a function of the returns and risks from various asset classes and the nature of the Plan's liabilities, are set forth below in Table 1. The Board will review its asset allocation position as needed or a minimum of once every three to five years. The Board may make tactical adjustments to the targets and ranges, and may change the targets and ranges as appropriate.

The Investment manager is responsible for maintaining the balance between fixed income and equity securities based on the asset allocation. The parameters shown in Table 1 shall be adhered to in managing the portfolio:

Table 1

	<u>Target Mix</u>	<u>Allocation Ranges</u>	
		<u>Minimum</u>	<u>Maximum</u>
Total Domestic Equity			
Large Cap	19%	13%	32%
Mid Cap	6%	2%	10%
Small Cap	9%	4%	12%
Global Equity	8%	4%	12%
International Equity (Developed)	10%	4%	16%
International Equity (Emerging)	0%	0%	4%
Fixed Income	43%	30%	50%
High Yield	0%	0%	4%
Real Estate	4%	0%	8%
Cash (Money Market)	1%	0%	5%
Alternatives	0%	0%	10%

Rebalancing

1. From time to time, market conditions may cause the asset allocation to vary from the established target. To remain consistent with the asset allocation guidelines established by this document, the investment manager will at a minimum rebalance the portfolio on a quarterly basis.
2. The Board and Plan Administrator have the authority to issue instructions to the investment manager to liquidate securities for reallocation to other managers.

3. On an annual basis, the Board and Plan Administrator shall develop a cash flow plan for the subsequent year. This plan will take into consideration expected cash needs both for the payment of benefits as well as to fund under-allocated or new asset classes.

X. INVESTMENT GUIDELINES

The following guidelines apply to all Investment managers. Any further constraints, limitations or authorities to an individual manager, which are specific to that manager and have been agreed to by the manager and the Plan Administrator also apply.

Global Equity

1. The maximum percentage of the Plan which may be invested in the securities of a single corporation shall be 10% of the value of the Plan.
2. The Plan shall not hold more than 5% of the equity securities of an issuer.

Alternatives

1. The total investment amount for any alternative fund will not exceed 5% of total Plan assets.

Global Fixed Income

The Fixed Income account securities will be restricted to the following:

1. Obligations of the U.S. Treasury
2. Obligations guaranteed by an agency of the United States, including agency Mortgage-Backed Securities
3. Government, agency, quasi-government and supranational bonds.
4. Certificates of deposit and banker's acceptance of credit-worthy banks.
5. Individual Corporate bond investments shall be "Investment Grade" with a minimum quality rating of Baa2/BBB at the time of purchase. In the event that quality ratings differ among rating agencies, the higher rating will prevail.
6. Eligible instruments issued pursuant to SEC Rule 144(a) or Regulation S.
7. Commercial paper (including variable rate notes) of issuers rated P-1 by Moody's Investor Services and A-1 by Standard & Poor's.
8. Lower risk planned amortization class (PAC) collateralized mortgage obligations ("CMO") and Sequential CMOs. CMOs other than PACs and Sequentials are limited to a maximum of 10% of the fixed income portfolio at cost.
9. Portfolio holdings in CMOs greater than 15 years or less than negative 15 years in duration (based on a 100 basis point move in rates) are limited to no more than a total of 2% of the fixed income portfolio at cost.
10. High yield securities may be held, but they will be held using a high-yield mutual fund
11. Investment-grade bonds backed by the interest and principal payments on loans for certain types of assets, such as automobiles, credit cards or student loans, known as asset-backed securities.

Real Estate

Investments in Real Estate will be made through individual REIT securities as well as commingled funds that invest in REITs. Separately held real estate investments are prohibited.

Incidental Cash

The incidental cash portion of the Plan shall be invested in readily marketable and diversified assets as are enumerated in the Fixed Income Portion Guidelines. Additionally money market funds and repurchase agreements are acceptable cash oriented investments.

XI. PROHIBITED ASSETS

The Plan wishes to avoid investments in the following investment categories:

- Precious metals
- Private Equity
- Venture Capital
- Short sales
- Purchases of Letter Stock, Private Placements, or direct payments
- Leveraged Transactions
- (or Private Label) Mortgage-Back Securities
- Commodities Transactions Puts, calls, straddles, or other option strategies,
- Purchases of real estate, with the exception of REITs
- Derivatives, with exception of ETFs
- Contra Costa County Issued Bonds
- Non-agency (or Private Label) Mortgage-Back Securities

The investment manager will not make direct investments in any of the prohibited assets listed above. However, external third-party managers hired by the investment manager may invest in some of the assets listed above in order to achieve their stated investment objectives. For example, managers pursuing market-neutral, absolute return or other alternative strategies may combine long positions with short positions in order to produce a return stream that is less volatile than the volatility a long-only strategy could achieve.

XII. FUND SELECTION PROCESS

Funds selected as investments in the Plan will be expected to have undergone a rigorous screening process that searches for managers and styles that will produce above average returns within acceptable risk parameters. The evaluation process will consider the following factors:

- Performance track record
- Fund assets
- Manager tenure with fund
- Expense ratios
- Market capitalization
- Style consistency
- Number of holdings
- Assets in top 10
- Portfolio turnover
- Sector weighting allocations
- Standard deviation
- Sharpe ratio

Performance evaluation of the Funds will take into consideration both performance relative to a benchmark index as well as performance relative to a universe of the fund's peers. Evaluation metrics versus a representative benchmark will utilize a twelve-month rolling performance record compared to a representative benchmark over a three, five, seven and ten-year period (if/when available).

A fund is expected to rank above the median in its appropriate peer group for the three, five and ten-year periods (if/when available).

An additional requirement for all funds utilized in the Plan is that the fund families that sponsor the funds will have filled out and returned a request for proposal (RFP) submitted to them by the investment manager. This RFP will highlight significant areas such as organizational factors, composition of assets, portfolio characteristics, investment process, fee structure, internal compliance controls, and an overview of the investment personnel.

Investment mutual funds may be removed from the investment portfolio from time to time. Factors that the investment manager will consider in regards to removing a fund include, but is not limited to:

- Performance that is inconsistent with the manager's style or our expectations
- Performance that conflicts with peers and style universes
- Annualized return trails the benchmark or median return on a 3-year basis for more than three consecutive quarters
- Security selection not in agreement with the manager's investment philosophy/process
- Purchases that lead to abnormal portfolio concentrations
- Sector and industry exposures that are inconsistent with the manager's guidelines
- Unusual tracking error to the benchmarks
- Inadequate transparency between the manager's comments and portfolio holdings
- Inconsistencies related to the manager's remarks on style, sector, and market cap weightings
- Instability at the manager's investment management firm
- Modifications to the investment process and/or risk controls that interfere with a firm's strategy
- Staffing adjustments that may result in poor performance
- The fund selection process described above is not required for any passive investments, including index-based mutual funds or exchange-trade funds (ETFs).



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: July 2019 Operations Update of the Employment and Human Services Department Community Services Bureau

RECOMMENDATION(S):

ACCEPT the July 2019 update of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is not fiscal impact.

BACKGROUND:

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communication and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

CONSEQUENCE OF NEGATIVE ACTION:

The required update would not be accepted by the Board of Supervisors.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Elaine Burres
608-4960

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

By: , Deputy

cc:

ATTACHMENTS

CSB Jul 2019 CAO Report

CSB July 2019 HS Fiscal

CSB July 2019 EHS Fiscal

CSB July 2019 EHS CC Partnership
Fiscal

CSB July 2019 Credit Card Report

CSB July 2019 LIHEAP

CSB July 2019 CACFP Child Nutrition

CSB July 2019 Menu

CSB July 2019 Parent Survey



To: David Twa, Contra Costa County Administrator
From: Kathy Gallagher, EHSD Director
Subject: Community Services Monthly Report
Date: July 2019

News /Accomplishments

- Effective late August 2019, the Community Services Bureau (CSB) will temporarily close the doors to the Crescent Park Children’s center in Richmond. The closure is a result of significant staffing challenges and slot reductions. CSB has implemented plans to ensure that remaining children and staff transition to nearby centers, and available slots are relocated to childcare partner sites throughout the county. CSB will continue to assess the needs of Crescent Park in an effort to reopen the center soon.
- CSB is working with EHSD to prepare a salary study of certain positions within the Bureau to ensure we remain competitive and viable as the largest childcare provider in the county.
- CSB is preparing for an All-Staff Development Day on August 28, 2019 at the Centre Concord. The theme for the event is “Bloom Where You Are Planted”. Staff will hear from Education Consultant, Kenneth Wesson, and engage in workshops that will strengthen ones professional and personal development, and the culture of the Bureau. All CSB staff, including temporary employees, are required to attend. The Administration Office and Childcare Centers will close for the day. Families and clients will be notified well in advance. We are pleased that effective this year, the State Department of Education will now reimburse programs for two staff development days per year.
- CSB’s Teacher Apprentice Program is in full swing with six new participants enrolled for the fall semester. Another five are expected to graduate this December, making the total graduates to date sixteen. We are continuing to recruit with parents.
- In collaboration with Contra Costa Health Services’ (CCHS) Community of Oral Health Program, on-site dental assessments were provided to 52 Head Start and Early Head Start children throughout the summer.
- CSB and Behavioral Health staff met and are in the process of renewing a Memorandum of Understanding (MOU) with Contra Costa Health Services to include various options for ensuring that Head Start children receive mental health services reflective of the social-emotional support they need.
- Division Manager, Christina Reich, and Assistant Director, Pam Arrington, attended the Mental Health Interns 2018-19 year-end meeting /training. In addition to thanking the team for supporting the social-emotional needs of our children and for their meaningful work supporting and counseling CSB families, each intern along with their supervising clinicians were presented with a certificate of appreciation and two books specially chosen from a book list that the interns generated.
- Several Managers, Supervisors and Teachers attended the Leadership Institute Conference in Nebraska July 22-24th. Participants received instructional support on


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inspiring, yet practical ideas that will support their professional development. CSB Nutritionist, Sophia Talbot attended the 10th Biennial Childhood Obesity Conference in Anaheim in July, and Health Manager, Cathy Lucero, attended the Managing Comprehensive Health Services Conference in New Orleans in July.

- CSB families receiving General Child Care, State Preschool, Stage 2 and Alternative Payment services completed the 2019-18 Parent Survey. CSB Managers reviewed the results to determine our strengths and areas of improvement review. Last program year, over ninety percent of our families were satisfied with the overall quality of the programs, and felt safe leaving their child in our care. Because of our services, parents were able to accept or sustain employment, and attend educational/training programs. CSB will continue to promote and strengthen our programs in order to better support families in need (see attached).
- CSB's childcare partner, Baby Yale, will be serving 60 Head Start children in their Harvest Park Center in Brentwood, bringing much needed services to East County.
- The Economic Opportunity Council (EOC) will spend Saturday, August 3, developing a two year strategic plan based on the recently completed Community Action Plan. Members of the EOC, who are skilled facilitators will lead the effort.
- EOC Member Ajit Kaushal, has won the *Avril Weisman Board Scholarship* from the Community Action Partnership in Washington, DC. This prestigious award allows Ajit to attend the National Community Action Partnership conference in Chicago, IL with all expenses paid.

I. Status Updates:

a. Caseloads, workload (all programs)

- Head Start enrollment: 98%
- Early Head Start enrollment: 102.3%
- Early Head Start Child Care Partnership enrollment: 101.4%
- Early Head Start Child Care Partnership # 2 enrollment: 98%
- Head Start Average Daily Attendance: 75.5%
- Early Head Start Average Daily Attendance: 85%
- Early Head Start Child Care Partnership Attendance: 85%
- Stage 2: 482 families and 777 children
- CAPP: 128 families and 218 children
 - In total: 610 families and 995 children
 - Incoming transfers from Stage 1: 8 families and 9 children
- LIHEAP: 255 households have been assisted
- Weatherization: 9 households have been assisted

b. Staffing:

- During the month of July, CSB hired a Departmental Fiscal Officer and Child Nutrition Food Operations Supervisor.

cc: Policy Council Chair
Administration for Children and Families
Program Specialist, Chris Pflaumer

- o CSB is looking to fill vacancies for a permanent Site Supervisor II, Assistant Director, and Children Services Manager to meet the bureau's needs. The Bureau is also seeking to fill two permanent and two temporary Child Nutrition Services Transporter positions, several temporary clerical positions in the Personnel and Centralized Enrollment Units, and two temporary Building Services positions.

c. Labor Relations:

- o In July, CSB and PEU Local1 held a Meet and Confer to discuss the Bureau's decision to replace Teachers with Master Teachers throughout several centers county-wide. The group also met regarding the closure of Crescent Park and the relocation of staff.

o

II. Emerging Issues and Hot Topics:

- Associate Teacher staffing and teacher leaves of absence continues to be CSB's biggest challenge. Personnel staff are working diligently to recruit throughout the county.

cc: Policy Council Chair
Administration for Children and Families
Program Specialist, Chris Pflaumer

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2019

AS OF JUNE 2019

DESCRIPTION	JUNE YTD Actual	Total Budget	Remaining Budget	50% %YTD
a. PERSONNEL	\$ 2,199,818	\$ 4,450,813	\$ 2,250,995	49%
b. FRINGE BENEFITS	1,416,975	2,769,062	1,352,087	51%
d. EQUIPMENT	-	24,000	24,000	0%
e. SUPPLIES	132,693	235,500	102,807	56%
f. CONTRACTUAL	1,351,735	2,770,400	1,418,665	49%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	762,717	5,761,049	4,998,332	13%
I. TOTAL DIRECT CHARGES	\$ 5,863,938	\$ 16,010,824	\$ 10,146,886	37%
j. INDIRECT COSTS	586,432	903,555	317,123	65%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 6,450,371	\$ 16,914,379	\$ 10,464,008	38%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 2,074,530</i>	<i>\$ 4,228,594</i>	<i>\$ 2,154,064</i>	<i>49%</i>

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2019

AS OF JUNE 2019

1	2	3	4	5	6	7
	Jan-19 thru Mar-19	Apr-19 thru Jun-19	Total YTD Actual	Total Budget	Remaining Budget	50% % YTD
a. Salaries & Wages (Object Class 6a)						
Permanent 1011	993,664	1,001,855	1,995,519	4,010,723	2,015,204	50%
Temporary 1013	107,079	97,220	204,299	440,090	235,791	46%
a. PERSONNEL (Object class 6a)	1,100,743	1,099,075	2,199,818	4,450,813	2,250,995	49%
b. FRINGE (Object Class 6b)	708,280	708,695	1,416,975	2,769,062	1,352,087	51%
d. EQUIPMENT (Object Class 6d)	-	-	-	24,000	24,000	-
e. SUPPLIES (Object Class 6e)						
1. Office Supplies	21,681	17,598	39,280	85,000	45,720	46%
2. Child and Family Services Supplies (Includes classroom Suppli	17,155	23,112	40,267	60,000	19,733	67%
4. Other Supplies						
Health and Safety Supplies	-	-	-	1,000	1,000	0%
Computer Supplies, Software Upgrades, Computer Replacem	16,654	27,450	44,104	60,000	15,896	74%
Health/Safety Supplies	-	1,631	1,631	7,000	5,369	23%
Mental helath/Diasabilities Supplies	-	-	-	1,000	1,000	-
Miscellaneous Supplies	3,118	3,865	6,983	12,000	5,017	58%
Emergency Supplies	-	-	-	1,000	1,000	0%
Employee Morale	36	392	428	2,500	2,072	17%
Household Supplies	-	-	-	6,000	6,000	0%
TOTAL SUPPLIES (6e)	58,644	74,049	132,693	235,500	102,807	56%
f. CONTRACTUAL (Object Class 6f)						
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	27,784	41,116	68,900	95,000	26,100	73%
Estimated Medical Revenue from Medi-Cal (Org 1432 - credit)	-	-	-	(630,000)	(630,000)	0%
Health Consultant	16,600	11,200	27,800	55,000	27,200	51%
5. Training & Technical Assistance - PA11						
Interaction	-	-	-	5,000	5,000	0%
Diane Godard (\$50,000/2)	5,275	2,775	8,050	9,000	950	89%
Josephine Lee (\$35,000/2)	-	1,612	1,612	5,000	3,388	32%
Susan Cooke (\$60,000/2)	-	-	-	10,000	10,000	0%
7. Delegate Agency Costs						
First Baptist Church Head Start PA22	-	822,149	822,149	2,194,788	1,372,639	37%
First Baptist Church Head Start PA20	-	-	-	8,000	8,000	0%
8. Other Contracts						
FB-Fairgrounds Partnership (Wrap)	6,154	24,020	30,174	74,212	44,038	41%
FB-Fairgrounds Partnership	26,775	40,275	67,050	163,600	96,550	41%
FB-E. Leland/Mercy Housing Partnership	3,600	5,400	9,000	20,000	11,000	45%
Martinez ECC (18 HS slots x \$225/mo x 12/mo)	18,000	27,000	45,000	108,000	63,000	42%
YMCA of the East Bay (20 HS slots x \$225/mo x 12/mo)	-	272,000	272,000	652,800	380,800	42%
f. CONTRACTUAL (Object Class 6f)	104,188	1,247,547	1,351,735	2,770,400	1,418,665	49%
h. OTHER (Object Class 6h)						
2. Bldg Occupancy Costs/Rents & Leases	97,099	130,497	227,597	396,000	168,403	57%
4. Utilities, Telephone	19,755	35,290	55,045	164,000	108,955	34%
5. Building and Child Liability Insurance	-	-	-	3,000	3,000	0%
6. Bldg. Maintenance/Repair and Other Occupancy	14,389	2,413	16,802	67,000	50,198	25%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	7,895	8,320	16,215	62,000	45,785	26%
9. Nutrition Services						
Child Nutrition Costs	65,588	102,069	167,657	322,000	154,343	52%
(CCFP & USDA Reimbursements)	-	(100,588)	(100,588)	(85,000)	15,588	118%
13. Parent Services						
Parent Conference Registration - PA11	-	-	-	10,000	10,000	0%
Parent Resources (Parenting Books, Videos, etc.) - PA11	366	465	831	1,000	169	83%
PC Orientation, Trainings, Materials & Translation - PA11	306	-	306	7,600	7,294	4%
Policy Council Activities	637	650	1,286	2,000	714	64%
Male Involvement Activities	-	-	-	500	500	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	-	7,000	7,000	0%
Child Care/Mileage Reimbursement	(94)	3,194	3,099	7,500	4,401	41%
14. Accounting & Legal Services						
Auditor Controllers	893	961	1,854	5,000	3,146	37%
Data Processing/Other Services & Supplies	3,088	3,088	6,176	16,500	10,324	37%
15. Publications/Advertising/Printing						
Outreach/Printing	-	-	-	100	100	0%
Recruitment Advertising (Newspaper, Brochures)	-	-	-	1,400	1,400	0%
16. Training or Staff Development						
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYI	13,378	16,562	29,940	41,959	12,019	71%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	35,529	27,029	62,558	99,785	37,227	63%
17. Other						
Site Security Guards	3,616	12,797	16,413	47,000	30,587	35%
Dental/Medical Services	-	-	-	2,000	2,000	0%
Vehicle Operating/Maintenance & Repair	32,896	24,815	57,711	170,000	112,289	34%
Equipment Maintenance Repair & Rental	47,756	76,127	123,883	255,000	131,117	49%
Dept. of Health and Human Services-data Base (CORD)	1,669	3,339	5,008	9,500	4,492	53%
Field Trips	-	-	-	30,000	30,000	0%
Other Operating Expenses (Facs Admin/Other admin)	17,915	35,034	52,949	168,205	115,256	31%
Other Departmental Expenses	-	17,973	17,973	3,950,000	3,932,027	0%
h. OTHER (6h)	362,682	400,035	762,717	5,761,049	4,998,332	13%
i. TOTAL DIRECT CHARGES (6a-6h)	2,334,537	3,529,401	5,863,938	16,010,824	10,146,886	37%
j. INDIRECT COSTS	244,021	342,412	586,432	903,555	317,123	65%
k. TOTALS (ALL BUDGET CATEGORIES)	2,578,558	3,871,813	6,450,371	16,914,379	10,464,008	38%
Non-Federal Share (In-kind)	644,639	1,429,890	2,074,530	4,228,594	2,154,064	49%

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

EARLY HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2019

AS OF MAY 2019

DESCRIPTION	April YTD Actual	Total Budget	Remaining Budget	42% % YTD
a. PERSONNEL	\$ 97,790	\$ 294,506	\$ 196,716	33%
b. FRINGE BENEFITS	62,776	146,451	83,675	43%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	1,313	17,300	15,987	8%
f. CONTRACTUAL	183,726	1,284,300	1,100,574	14%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	543,154	1,897,915	1,354,761	29%
I. TOTAL DIRECT CHARGES	\$ 888,759	\$ 3,640,472	\$ 2,751,713	24%
j. INDIRECT COSTS	33,567	50,672	17,105	66%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 922,326	\$ 3,691,144	\$ 2,768,818	25%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 230,581</i>	<i>\$ 922,786</i>	<i>\$ 692,205</i>	<i>25%</i>

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU
EARLY HEAD START PROGRAM
BUDGET PERIOD JANUARY - DECEMBER 2019
AS OF MAY 2019

1	2	3	4	5	6	7	8
	Jan-19 thru Mar-19	Actual Apr-19	Actual May-19	Total YTD Actual	Total Budget	Remaining Budget	42% % YTD
Expenditures							
a. Salaries & Wages (Object Class 6a)							
Permanent 1011	49,188	18,418	17,455	85,060	233,399	148,339	36%
Temporary 1013	9,217	1,854	1,658	12,730	61,107	48,377	21%
a. PERSONNEL (Object class 6a)	58,404	20,272	19,113	97,790	294,506	196,716	33%
b. FRINGE (Object Class 6b)	36,022	13,269	13,485	62,776	146,451	83,675	43%
d. EQUIPMENT (Object Class 6d)	-	-	-	-	-	-	
e. SUPPLIES (Object Class 6e)							
1. Office Supplies	815	113	122	1,050	5,500	4,450	19%
2. Child and Family Serv. Supplies/classroom St	-	-	-	-	4,000	4,000	0%
4. Other Supplies	-	-	-	-	-	-	
Computer Supplies, Software Upgrades, Con	-	-	-	-	5,000	5,000	0%
Health/Safety Supplies	-	-	-	-	700	700	0%
Miscellaneous Supplies	14	231	19	264	1,100	836	24%
Employee Morale	-	-	-	-	1,000	1,000	
e. SUPPLIES (Object Class 6e)	828	344	141	1,313	17,300	15,987	8%
f. CONTRACTUAL (Object Class 6f)							
2. Health/Disabilities Services	-	-	-	-	-	-	
Health Consultant	3,000	1,920	1,920	6,840	7,800	960	88%
Other Health/Dental Services Costs	-	-	-	-	-	-	
5. Training & Technical Assistance - PA11	-	-	-	-	-	-	
Interaction	-	-	-	-	5,500	5,500	0%
Diane Godard	-	-	-	-	7,500	7,500	0%
Josephine Lee (\$35,000/2)	2,886	-	-	2,886	5,000	2,114	58%
Susan Cooke (\$60,000/2)	-	-	-	-	6,500	6,500	0%
8. Other Contracts	-	-	-	-	-	-	
FB-Fairgrounds Partnership	20,000	19,000	-	39,000	72,000	33,000	54%
FB-E. Leland/Mercy Housing Partnership	16,000	8,000	-	24,000	180,000	156,000	13%
Apiranet	-	-	-	-	708,000	708,000	0%
Crossroads	28,000	28,000	-	56,000	154,000	98,000	36%
Martinez ECC	23,000	11,500	20,500	55,000	138,000	83,000	40%
f. CONTRACTUAL (Object Class 6f)	92,886	68,420	22,420	183,726	1,284,300	1,100,574	14%
h. OTHER (Object Class 6h)							
2. Bldg Occupancy Costs/Rents & Leases (Rents & Leases/Other Income)	140	73	(298)	(85)	1,800	1,885	-5%
4. Utilities, Telephone	393	210	185	789	2,700	1,911	29%
5. Building and Child Liability Insurance	-	-	-	-	-	-	
6. Bldg. Maintenance/Repair and Other Occupa	342	-	-	342	2,300	1,958	15%
8. Local Travel (55.5 cents per mile)	624	520	303	1,448	4,100	2,652	35%
9. Nutrition Services	-	-	-	-	-	-	
Child Nutrition Costs (CCFP & USDA Reimbursements)	-	-	-	-	300	300	0%
13. Parent Services	-	-	-	-	-	-	
Parent Conference Registration - PA11	-	-	-	-	4,000	4,000	0%
PC Orientation, Trainings, Materials & Trans	-	1,157	4	1,161	4,000	2,839	29%
Policy Council Activities	-	-	-	-	100	100	0%
Parent Activities (Sites, PC, BOS luncheon)	1,173	-	-	1,173	1,900	727	62%
Child Care/Mileage Reimbursement	-	196	-	196	100	(96)	196%
14. Accounting & Legal Services	-	-	-	-	-	-	
Auditor Controllers	-	-	-	-	500	500	0%
Data Processing/Other Services & Supplies	817	409	409	1,634	3,000	1,366	54%
15. Publications/Advertising/Printing	-	-	-	-	-	-	
Recruitment Advertising (Newspaper, Brochu	-	-	-	-	100	100	
16. Training or Staff Development	-	-	-	-	-	-	
Agency Memberships (WIPFLI, Meeting Fee	26	-	-	26	2,200	2,174	1%
Staff Trainings/Dev. Conf. Registrations/Mei	8,826	-	-	8,826	48,244	39,418	18%
17. Other	-	-	-	-	-	-	
Site Security Guards	-	1,453	-	1,453	2,000	547	
Field Trips	-	-	-	-	-	-	
Vehicle Operating/Maintenance & Repair	2,155	1,233	(1,787)	1,601	5,000	3,399	32%
Equipment Maintenance Repair & Rental	1,722	-	40	1,762	4,000	2,238	44%
Dept. of Health and Human Services-data Ba	-	-	-	-	1,000	1,000	
Other Operating Expenses (Facs Admin/Oth	284	177	161	622	10,000	9,378	6%
Other Departmental Expenses	343,158	179,048	-	522,206	1,800,571	1,278,365	
h. OTHER (6h)	359,661	184,476	(983)	543,154	1,897,915	1,354,761	29%
i. TOTAL DIRECT CHARGES (6a-6h)	547,801	286,782	54,176	888,759	3,640,472	2,751,713	24%
j. INDIRECT COSTS	17,714	7,593	8,259	33,567	50,672	17,105	66%
k. TOTALS - ALL BUDGET CATEGORIES	565,516	294,375	62,435	922,326	3,691,144	2,768,818	25%
Non-Federal Match (In-Kind)	141,379	73,594	15,609	230,581	922,786	692,205	25%

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU
EARLY HEAD START CHILD CARE PARTNERSHIP #1
BUDGET PERIOD JULY 2018 - JUNE 2019
AS OF JUNE 2019

DESCRIPTION	June YTD Actual	Total Budget	Remaining Budget	83% % YTD
a. PERSONNEL	\$ 312,955	\$ 297,675	\$ (15,280)	105%
b. FRINGE BENEFITS	190,853	206,426	15,573	92%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	8,698	9,600	902	91%
f. CONTRACTUAL	345,709	467,260	121,551	74%
g. CONSTRUCTION			-	0%
h. OTHER	55,979	71,999	16,020	78%
I. TOTAL DIRECT CHARGES	\$ 914,194	\$ 1,052,960	\$ 138,766	87%
j. INDIRECT COSTS	109,594	66,120	(43,474)	166%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 1,023,788	\$ 1,119,080	\$ 95,292	91%
<i>In-Kind (Non-Federal Share)</i>	\$ 279,770	\$ 279,770	\$ (0)	100%

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU
EARLY HEAD START CHILD CARE PARTNERSHIP #1
BUDGET PERIOD JULY 2018 - JUNE 2019
AS OF JUNE 2019

1	2	3	4	5	6	7	8	9
	Jul-18 thru Sep-18	Oct 18 thru Dec-18	Jan 19 thru Mar-19	Apr 19 thru Jun-19	Total YTD Actual	Total Budget	Remaining Budget	100% % YTD
Expenditures								
a. Salaries & Wages (Object Class 6a)								
Permanent 1011	102,952	108,027	29,977	64,093	305,050	294,675	(10,375)	104%
Temporary 1013	3,179	3,340	1,386	-	7,905	3,000	(4,905)	263%
TOTAL PERSONNEL (6a)	106,131	111,368	31,363	64,093	312,955	297,675	(15,280)	105%
b. FRINGE BENEFITS (Object Class 6b)								
Fringe Benefits	61,423	66,114	21,128	42,187	190,853	206,426	15,573	92%
TOTAL FRINGE (6b)	61,423	66,114	21,128	42,187	190,853	206,426	15,573	92%
e. SUPPLIES (Object Class 6e)								
1. Office Supplies	1,043	73	165	509	1,789	1,950	161	92%
2. Child and Family Services Supplies (Incl.classroom Supplies)	7,943	3,899	(7,575)	-	4,267	4,500	233	95%
3. Other Supplies								
Computer Supplies, Software Upgrades, Computer Replacement	48,886	(48,301)	1,425	-	2,009	2,050	41	98%
Miscellaneous Supplies	-	67	34	-	101	150	49	67%
Household Supplies	1,765	28	(1,296)	35	532	950	418	56%
TOTAL SUPPLIES (6e)	59,636	(44,234)	(7,248)	544	8,698	9,600	902	91%
f. CONTRACTUAL (Object Class 6f)								
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	278	112	1,207	-	1,597	8,000	6,403	20%
2. Other Contracts								
Contra Costa Child Care Council (52 slots x \$500)	19,000	46,000	104,000	78,851	247,851	312,000	64,149	79%
Loss of Subsidy	-	1,035	1,935	-	2,970	15,000	12,030	20%
Children and Family Supplies (Diapers, etc)	-	-	4,485	2,806	7,291	12,260	4,969	59%
First Baptist (20 slots x \$500)	10,000	30,000	30,000	16,000	86,000	120,000	34,000	72%
TOTAL CONTRACTUAL (6f)	29,278	77,147	141,626	97,657	345,709	467,260	121,551	74%
h. OTHER (Object Class 6h)								
1. Bldg Occupancy Costs/Rents & Leases	4,692	3,219	3,696	2,219	13,826	15,000	1,174	92%
2. Utilities, Telephone	3,476	5,108	2,428	2,916	13,928	18,000	4,072	77%
3. Bldg. Maintenance/Repair and Other Occupancy	147	435	585	71	1,239	2,000	761	62%
4. Local Travel (54.5 cents per mile effective 1/1/2018)	91	755	9	138	993	2,800	1,807	35%
5. Parent Services								
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	-	-	-	-	-	0%
6. Accounting & Legal Services								
Data Processing/Other Services & Supplies	279	418	418	279	1,394	1,000	(394)	139%
7. Publications/Advertising/Printing								
Recruitment Advertising (Newspaper, Brochures)	-	-	-	-	-	100	100	0%
8. Training or Staff Development								
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	9,224	2,162	8,199	661	20,246	25,907	5,661	78%
9. Other								
Equipment Maintenance Repair & Rental	-	393	492	1,029	1,914	3,000	1,086	64%
Other Operating Expenses (CSD Admin/Facs Mgt. Alloc-1401)	571	(74)	1,380	562	2,439	4,192	1,753	58%
h. OTHER (6h)	18,480	12,417	17,206	7,876	55,979	71,999	16,020	78%
i. TOTAL DIRECT CHARGES (6a-6h)	274,948	222,812	204,076	212,358	914,194	1,052,960	138,766	87%
j. INDIRECT COSTS	22,015	45,441	41,155	984	109,594	66,120	(43,474)	166%
k. TOTALS - ALL BUDGET CATEGORIES	296,963	268,253	245,230	213,342	1,023,788	1,119,080	95,292	91%
<i>Non-federal Match In-Kind</i>	<i>63,380</i>	<i>67,063</i>	<i>79,372</i>	<i>69,955</i>	<i>279,770</i>	<i>279,770</i>	<i>(0)</i>	<i>100%</i>

**COMMUNITY SERVICES BUREAU
SUMMARY CREDIT CARD EXPENDITURE
VISA/U.S.BANK
MAY 2019**

Acct. code	Stat. Date	Card Account #	Amount	Program	Purpose/Description
2102	Stat. Date	xxxx3016	48.26	EHS-Child Care Partnership #2	Books, Periodicals
2102	Stat. Date	xxxx3016	112.62	HS Basic Grant	Books, Periodicals
2102	Stat. Date	xxxx8777	252.00	HS Basic Grant	Books, Periodicals
2102	Stat. Date	xxxx0494	231.75	HS Basic Grant	Books, Periodicals
2102	Stat. Date	xxxx0494	259.80	EHS-Child Care Partnership #2	Books, Periodicals
			\$ 904.43		
2131	Stat. Date	xxxx1416	617.51	EHS-Child Care Partnership #2	Minor Furniture/Equipment
2131	Stat. Date	xxxx1907	3,204.07	EHS-Child Care Partnership #2	Minor Furniture/Equipment
			\$ 3,821.58		
2150	Stat. Date	xxxx0494	439.22	Child Nutrition Food Services	Food
			\$ 439.22		
2200	Stat. Date	xxxx2364	550.00	Las Deltas Site Costs	Memberships
			\$ 550.00		
2251	Stat. Date	xxxx1907	857.95	EHS-Child Care Partnership #2	Computer Software Cost
			\$ 857.95		
2303	Stat. Date	xxxx4959	1,589.95	EHS-Child Care Partnership #2	Other Travel Employees
2303	Stat. Date	xxxx4959	(1,589.95)	EHS-Child Care Partnership #2	Other Travel Employees
2303	Stat. Date	xxxx4959	298.49	HS Basic Grant	Other Travel Employees
2303	Stat. Date	xxxx4959	(2.07)	HS Basic Grant	Other Travel Employees
2303	Stat. Date	xxxx4959	825.54	Comm. Svc Block Grant	Other Travel Employees
2303	Stat. Date	xxxx4959	(206.38)	Comm. Svc Block Grant	Other Travel Employees
2303	Stat. Date	xxxx2364	1,598.54	EHS-Child Care Partnership #2	Other Travel Employees
2303	Stat. Date	xxxx1907	1,834.62	HS Basic Grant	Other Travel Employees
2303	Stat. Date	xxxx1907	7,117.52	EHS-Child Care Partnership #2	Other Travel Employees
2303	Stat. Date	xxxx8777	1,252.10	HS Basic Grant	Other Travel Employees
2303	Stat. Date	xxxx8798	(1,589.95)	HS Basic Grant	Other Travel Employees
2303	Stat. Date	xxxx8798	270.70	Child Care Svs Program	Other Travel Employees
2303	Stat. Date	xxxx8798	541.40	Child Care Svs Program	Other Travel Employees
2303	Stat. Date	xxxx8798	4,668.88	EHS-Child Care Partnership #2	Other Travel Employees
2303	Stat. Date	xxxx1899	1,598.54	EHS-Child Care Partnership #2	Other Travel Employees
			\$ 18,207.93		
2467	Stat. Date	xxxx4959	292.50	EHS-Child Care Partnership #2	Training & Registration
2467	Stat. Date	xxxx4959	292.50	Head Start T & TA	Training & Registration
2467	Stat. Date	xxxx4959	65.00	HS Basic Grant	Training & Registration
2467	Stat. Date	xxxx4959	72.32	EHS-Child Care Partnership #2	Training & Registration
2467	Stat. Date	xxxx1416	438.75	EHS-Child Care Partnership #2	Training & Registration
2467	Stat. Date	xxxx1416	146.25	HS Basic Grant	Training & Registration
2467	Stat. Date	xxxx1416	250.00	HS Basic Grant	Training & Registration
2467	Stat. Date	xxxx2364	292.50	HS Basic Grant	Training & Registration
2467	Stat. Date	xxxx2364	292.50	EHS-Child Care Partnership #2	Training & Registration
2467	Stat. Date	xxxx1907	1,500.00	EHS-Child Care Partnership #2	Training & Registration
2467	Stat. Date	xxxx3016	282.50	HS Basic Grant	Training & Registration
2467	Stat. Date	xxxx3016	282.50	EHS-Child Care Partnership #2	Training & Registration
2467	Stat. Date	xxxx8777	500.00	HS Basic Grant	Training & Registration
2467	Stat. Date	xxxx8798	85.00	Child Care Svs Program	Training & Registration
			\$ 4,792.32		
2479	Stat. Date	xxxx1899	3,241.67	Indirect Admin Costs	Other Special Dpmtal Exp
			\$ 3,241.67		
2490	Stat. Date	xxxx1416	73.68	HS Basic Grant	Misc Services/Supplies
2490	Stat. Date	xxxx2364	1,127.86	HS Basic Grant	Misc Services/Supplies
2490	Stat. Date	xxxx2364	327.34	EHS-Child Care Partnership #2	Misc Services/Supplies
2490	Stat. Date	xxxx3016	225.77	HS Basic Grant	Misc Services/Supplies
2490	Stat. Date	xxxx3016	94.54	FACS Mental Health Program	Misc Services/Supplies
2490	Stat. Date	xxxx8777	6.69	EHS-Child Care Partnership #2	Misc Services/Supplies
2490	Stat. Date	xxxx8777	368.21	HS Basic Grant	Misc Services/Supplies
2490	Stat. Date	xxxx8777	72.47	EHS-Child Care Partnership #2	Misc Services/Supplies
2490	Stat. Date	xxxx8798	115.00	HS Basic Grant	Misc Services/Supplies
			\$ 2,411.56		
		Total	35,226.66		

**CAO Monthly Report
 CSBG and Weatherization Programs
 Year-to-Date Expenditures
 As of June 30, 2019**

1. 2019 LIHEAP WX

Contract # 19B-5005
 Term: Oct. 1, 2018 - June 30, 2020
 Amount: WX \$ 976,148

Total Contract	\$	976,148
Expenditures		(800,960)
Balance	\$	<u>175,188</u>
Expended		82%

2. 2019 LIHEAP ECIP/EHA 16

Contract # 19B-5005
 Term: Oct. 1, 2018 - June 30, 2020
 Amount: EHA 16 \$ 857,676

Total Contract	\$	857,676
Expenditures		(384,326)
Balance	\$	<u>473,350</u>
Expended		45%

3. 2017 Department of Energy (DOE)

Contract # 17C-4004
 Term: June 1, 2018 - June 30, 2020
 Amount: \$ 476,486

Total Contract	\$	476,486
Expenditures		(55,510)
Balance	\$	<u>420,976</u>
Expended		12%

4. 2019 COMMUNITY SERVICES BLOCK GRANT (CSBG)

Contract # 19F-4007
 Term: Jan. 1, 2019 - Dec. 31, 2019
 Amount: \$ 850,578

Total Contract	\$	850,578
Expenditures		(326,280)
Balance	\$	<u>524,298</u>
Expended		38%

EMPLOYMENT & HUMAN SERVICES DEPARTMENT
 COMMUNITY SERVICES BUREAU
 CHILD NUTRITION FOOD SERVICES
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED
 FY 2018-2019

Month covered	2019 April
Approved sites operated this month	14
Number of days meals served this month	22
Average daily participation	696
Child Care Center Meals Served:	
Breakfast	11,936
Lunch	15,304
Supplements	10,581
Total Number of Meals Served	<u>37,821</u>

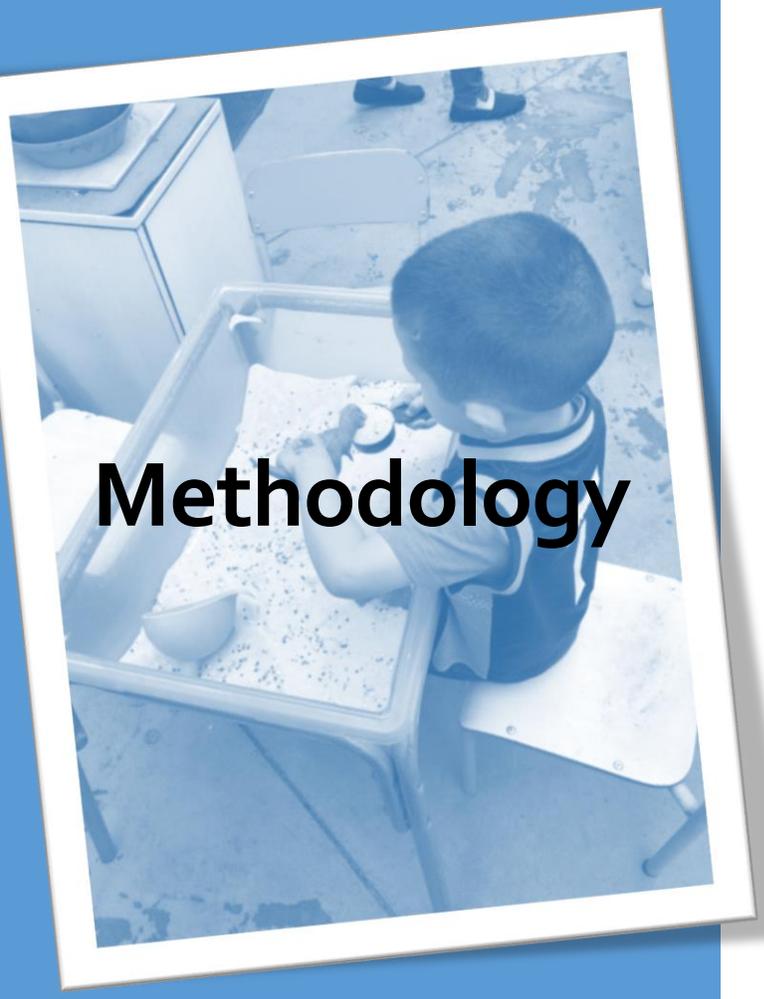
July 2019 - COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>1</p> <p>BREAKFAST</p> <p>1 ea. Fresh Orange ½ c. Bran Cereal</p> <p>LUNCH</p> <p>1 ea. *SOUTHWEST VEGGIE WRAP (coleslaw mix, cucumbers, black beans, salsa, with romaine lettuce & spinach) 1 oz. Shredded Cheese 1 ea. Fresh Kiwi 1 ea. Whole Wheat Tortilla</p> <p>PM SNACK</p> <p>1 pkg. Goldfish Cheese Crackers ½ c. 1% Milk</p> 	<p>2</p> <p>BREAKFAST</p> <p>1 ea. Fresh Peach ½ c. Kix Cereal</p> <p>LUNCH</p> <p>¾ c. *CHICKEN CAESAR SALAD (diced chicken, romaine lettuce, celery, & cucumbers) ¼ c. Fresh Strawberries ½ ea. Whole Wheat Roll</p> <p>PM SNACK</p> <p>¼ c. Plain Low-Fat Yogurt ½ c. Mixed Fruit</p>	<p>3</p> <p>BREAKFAST</p> <p>1 ea. Fresh Banana ½ sl. Whole Wheat Cinnamon Bread</p> <p>LUNCH</p> <p>1 ea. *TURKEY WRAP/CREAM CHEESE (turkey, spinach, shredded carrots & bell peppers) 1 sl. Fresh Cantaloupe 1 ea. Whole Wheat Tortilla</p> <p>PM SNACK</p> <p>2 pkgs. Wheat Crackers 3 tbsps. Hummus</p>	<p>4</p>  <p>BREAKFAST</p> <p>1 ea. Fresh Kiwi 1 ea. Breakfast Burrito (eggs, salsa & WW tortilla)</p> <p>LUNCH</p> <p>¾ c. VIETNAMESE CHICKEN SALAD (diced chicken, cucumbers, shredded carrots, & cilantro) ½ ea. Fresh Peach ¼ c. Brown Rice</p> <p>PM SNACK</p> <p>½ c. Broccoli Florets & Bell Pepper Strips/Ranch Dressing 6 ea. Wheat Thin Crackers</p>	<p>5</p> <p>BREAKFAST</p> <p>½ c. Fresh Strawberries ½ c. Cheerios</p> <p>LUNCH</p> <p>2 tbsps. SUNBUTTER & JELLY 1 ea. String Cheese ¼ c. Zucchini Sticks ¼ c. Fresh Peach 1 sl. Whole Wheat Bread</p> <p>PM SNACK</p> <p>1 ea. Fresh Banana ¼ c. Low-Fat Plain Yogurt/Granola</p> 
<p>8</p> <p>BREAKFAST</p> <p>1 ea. Fresh Apple ½ c. Bran Cereal</p> <p>LUNCH</p> <p>½ c. EGG SALAD ¼ c. Carrot Sticks (No Dressing) 1 ea. Fresh Kiwi 1 sl. Whole Wheat Bread</p> <p>PM SNACK</p> <p>½ c. Pineapple Tidbits ⅛ c. Cottage Cheese</p>	<p>9</p> <p>BREAKFAST</p> <p>1 ea. Fresh Banana 1 sl. Raisin Bread/Sunbutter</p> <p>LUNCH</p> <p>¾ c. *MANDARIN SESAME CHICKEN SALAD (chicken, coleslaw mix & mandarin oranges) 1 sl. Fresh Honeydew ½ ea. Whole Wheat Roll</p> <p>PM SNACK</p> <p>¼ c. Lets Go Fishing Trail Mix (crispix, pretzels, fish & cheese crackers) ½ c. 1% Milk</p>	<p>10</p> <p>BREAKFAST</p> <p>½ c. Mango Chunks ½ ea. Whole Wheat Bagel/Low-Fat Cream Cheese</p> <p>LUNCH</p> <p>¾ c. GREEK CHICKEN SALAD (diced chicken, cucumbers, tomatoes & olives) WITH FETA CHEESE DRESSING</p> <p>½ ea. Fresh Orange ½ ea. Whole Wheat Pita Bread</p> <p>PM SNACK</p> <p>EARLY CLOSURE</p> 	<p>11</p> <p>BREAKFAST</p> <p>1 ea. Fresh Kiwi 1 ea. Breakfast Burrito (eggs, salsa & WW tortilla)</p> <p>LUNCH</p> <p>¾ c. VIETNAMESE CHICKEN SALAD (diced chicken, cabbage, shredded carrots, & cilantro) ½ ea. Fresh Peach ¼ c. Brown Rice</p> <p>PM SNACK</p> <p>½ c. Broccoli Florets & Bell Pepper Strips/Ranch Dressing 6 ea. Wheat Thin Crackers</p>	<p>12</p> <p>BREAKFAST</p> <p>½ c. Fresh Strawberries ¼ c. Low-Fat Plain Yogurt/Granola</p> <p>LUNCH</p> <p>¾ c. TUNA SALAD ¼ c. Colorful Crispy Salad 1 sl. Fresh Cantaloupe 1 sl. Whole Wheat Bread</p> <p>PM SNACK</p> <p>1 sq. Homemade Banana Bread ½ c. 1% Milk</p> 
<p>15</p> <p>BREAKFAST</p> <p>1 ea. Fresh Orange ½ c. Rice Chex Cereal</p> <p>LUNCH</p> <p>¾ c. *VEGETARIAN COWBOY MACARONI (kidney beans, tomatoes, corn, cheese, & macaroni) ¼ c. Rainbow Coleslaw ½ ea. Fresh Apple</p> <p>PM SNACK</p> <p>6 ea. Wheat Thin Crackers 1 ea. String Cheese</p>	<p>16</p> <p>BREAKFAST</p> <p>1 ea. Fresh Kiwi ½ ea. Whole Wheat English Muffin/Sunbutter</p> <p>LUNCH</p> <p>1½ ozs. OVEN BAKED CHICKEN ¼ c. Broccoli Florets/Ranch Dressing ½ ea. Fresh Peach ¼ c. Spanish Quinoa</p> <p>PM SNACK</p> <p>½ c. Cucumber Slices & Carrot Sticks ½ c. Cottage Cheese Ranch Dip</p> 	<p>17</p> <p>BREAKFAST</p> <p>1 ea. Fresh Banana ½ c. Kix Cereal</p> <p>LUNCH</p> <p>1 oz. TURKEY TACO MEAT ½ oz. Shredded Cheese ¼ c. Shredded Lettuce & Diced Tomatoes ¼ c. Mango Chunks 2 ea. Mini Corn Tortillas</p> <p>PM SNACK</p> <p>1 ea. Fresh Orange 1 ea. Hard Boiled Egg</p>	<p>18</p> <p>BREAKFAST</p> <p>1 ea. Fresh Nectarine ½ sl. Whole Wheat Cinnamon Bread 1 ea. Turkey Sausage</p> <p>LUNCH</p> <p>¾ c. SEASONED BLACK EYE PEAS ¼ c. Collard Greens 1 sl. Fresh Cantaloupe 1 sq. Homemade Whole Wheat Cornbread</p> <p>PM SNACK</p> <p>½ c. Cauliflower Florets & Zucchini Sticks/Ranch Dressing ½ c. 1% Milk</p>	<p>19</p> <p>BREAKFAST</p> <p>1 ea. Fresh Banana ½ c. Cheerios</p> <p>LUNCH</p> <p>1½ ozs. TURKEY & SWISS CHEESE Mayo & Mustard Dressing 1 ea. Leafy Green Lettuce & 1 ea. Tomato Slice ½ ea. Fresh Apple 1 sl. Whole Wheat Bread</p> <p>PM SNACK – ANTS ON A LOG</p> <p>¼ c. Celery Sticks 2 tbsps. Sunbutter (Raisins) ½ c. 1% Milk</p> 
<p>22</p> <p>BREAKFAST</p> <p>1 ea. Fresh Kiwi ½ c. Corn Chex Cereal</p> <p>LUNCH</p> <p>¾ c. *CALIFORNIA PASTA SALAD WITH CUBED CHEESE (kidney beans, broccoli, tomatoes, red & green bell peppers, & rotini pasta) ¼ c. Cucumber Sticks ½ ea. Fresh Apple</p> <p>PM SNACK</p> <p>1 pkgs. Graham Crackers 1 tbsp. Sunbutter</p> 	<p>23</p> <p>BREAKFAST</p> <p>1 ea. Fresh Peach ½ ea. Whole Wheat Bagel/Low-Fat Cream Cheese</p> <p>LUNCH</p> <p>½ c. TURKEY TETRAZZINI (turkey, mushrooms, green peppers, onions, & spaghetti) ¼ c. Spinach Salad/Raspberry Dressing ¼ c. Fresh Strawberries</p> <p>PM SNACK</p> <p>½ c. Broccoli & Cauliflower Florets/Vegetable Dip 6 ea. Wheat Thin Crackers</p>	<p>24</p> <p>BREAKFAST</p> <p>½ c. Applesauce 1 sq. Homemade Zucchini Bread</p> <p>LUNCH</p> <p>½ c. *CHINESE BEEF WITH BROCCOLI 1 sl. Fresh Watermelon ¼ c. Brown Rice</p> <p>PM SNACK</p> <p>EARLY CLOSURE</p>	<p>25</p> <p>BREAKFAST</p> <p>1 ea. Fresh Banana ¼ c. Cinnamon Oatmeal With Vanilla & Raisins</p> <p>LUNCH</p> <p>½ c. ARROZ CON QUESO (pinto beans, yogurt, tomatoes, cheese, & brown rice) ¼ c. Green Salad/Balsamic Dressing ½ ea. Fresh Nectarine</p> <p>PM SNACK</p> <p>½ c. Cucumber & Tomato Salad With Italian Dressing 2 pkgs. Wheatworth Crackers</p>	<p>26</p> <p>BREAKFAST</p> <p>1 ea. Fresh Apricot ½ sl. Whole Wheat Toast ⅛ c. Scrambled Eggs & Turkey Ham</p> <p>LUNCH</p> <p>½ c. CURRY CHICKEN SALAD ¼ c. Carrot Sticks (No Dressing) ¼ c. Fresh Strawberries ½ ea. Whole Wheat Pita Bread</p> <p>PM SNACK</p> <p>¼ c. Homemade Pico De Gallo 6 ea. Whole Grain Corn Tortilla Chips ½ c. 1% Milk</p>
<p>29</p> <p>BREAKFAST</p> <p>1 ea. Fresh Apple ½ c. Kix Cereal</p> <p>LUNCH</p> <p>¾ c. *SANTA FE RICE & BEANS (pinto beans, tomatoes, salsa, cheese, sour cream, & brown rice) 1 ea. Fresh Kiwi</p> <p>PM SNACK</p> <p>1 pkg. Cheese Crackers ½ c. 1% Milk</p>	<p>30</p> <p>BREAKFAST</p> <p>1 ea. Fresh Nectarine ½ c. Bran Cereal</p> <p>LUNCH</p> <p>1 c. CHICKEN ALFREDO WITH A TWIST (diced chicken, cream of chicken soup & rotini pasta) ¼ c. Green Salad/Italian Dressing ¼ c. Fresh Strawberries</p> <p>PM SNACK</p> <p>1 pkg. Animal Crackers ½ c. 1% Milk</p>	<p>31</p> <p>BREAKFAST</p> <p>1 sl. Fresh Cantaloupe 1 ea. Pancake</p> <p>LUNCH</p> <p>½ c. STOPLIGHT CHICKEN W/PEACHES (diced chicken, red, yellow & green bell peppers with peaches) 1 sl. Fresh Watermelon ¼ c. Brown rice</p> <p>PM SNACK</p> <p>1 ea. Cauliflower Breadstick 2 pkgs. Wheatworth Crackers</p> 	<p>ALL BREAKFAST & LUNCH SERVED WITH ¾ c. 1% MILK</p> <p>* Indicates vegetable included in main dish</p> <p>WATER IS OFFERED THROUGHOUT THE DAY</p>	



2018-2019 Parent Surveys

General Child Care, State Preschool, CalWORKS Stage 2, & Alternative Payment Program

A photograph of a young child sitting at a table in a classroom, playing with small objects. The child is wearing a dark shirt and is focused on their activity. The table is covered with a patterned cloth and has several small objects on it. The background shows a classroom setting with a chair and a table.

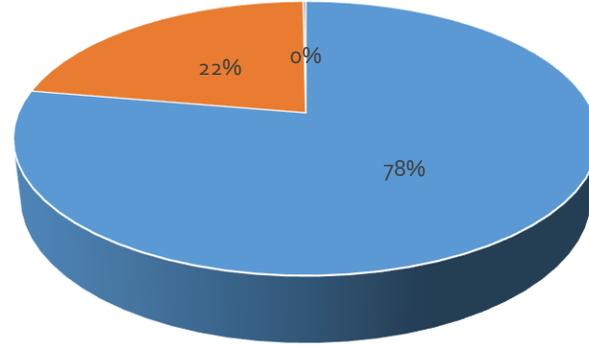
Methodology

- Each year CSB's parents are asked to complete a survey to gauge families' satisfaction levels with our services
- Parent Surveys are distributed to all CSB's state programs:
 - General Child Care (CCTR)
 - State Preschool (CSPP)
 - CalWORKS Stage 2 (C2AP)
 - Alternative Payment Program (CAPP)
- The results are reviewed by staff to determine what we are doing well and where are areas we can improve

How satisfied are you with the overall quality of the program?

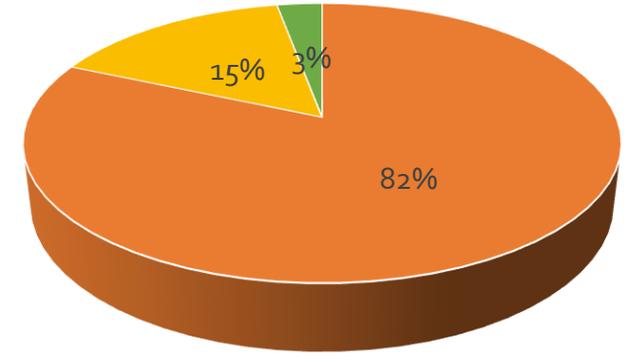


State Preschool



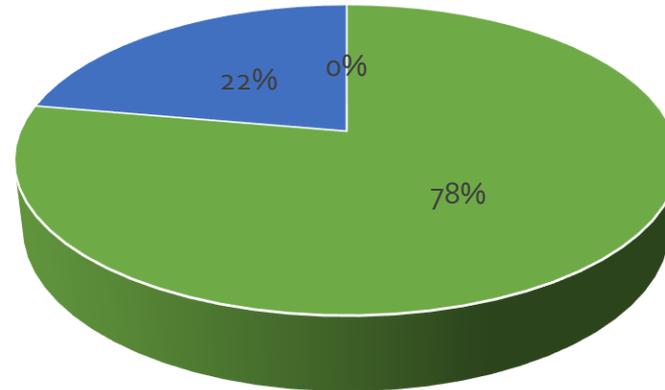
Very Satisfied Satisfied Not Satisfied

General Child Care



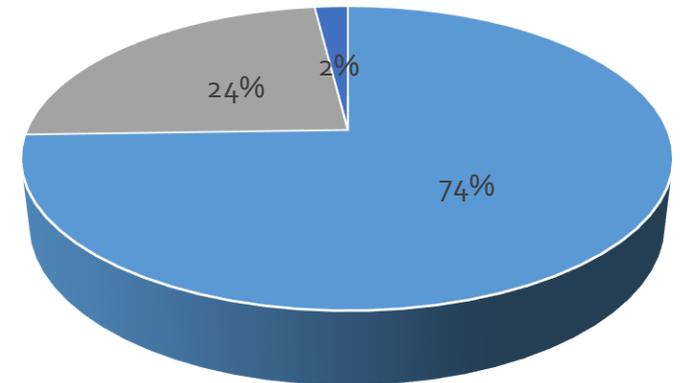
Very Satisfied Satisfied No Response Provided

Alternative Payment Program



Very Satisfied Satisfied Not Satisfied

CalWORKS Stage 2



Very Satisfied Satisfied Not Satisfied

Do you feel that your child is safe and happy in the program?

General Child Care

Safe

•100%

Happy

•100%

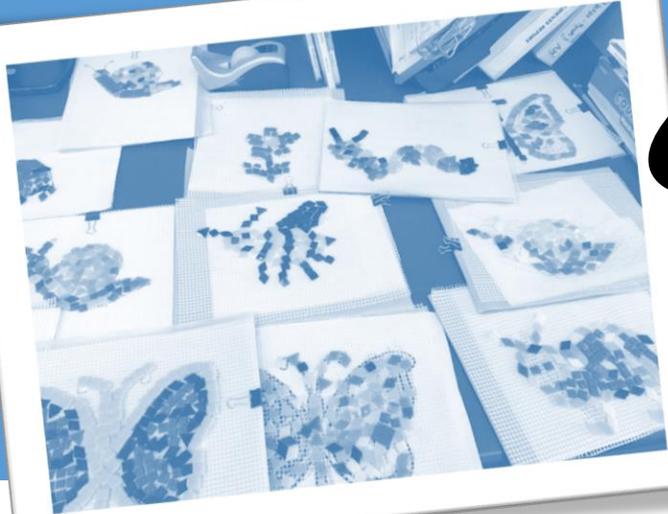
State Preschool

Safe

•99%

Happy

•100%



General Child Care

Have you received information from the program about the following?

100%

How child is growing and developing

How child is doing in the program

How parent can get involved with your child's program

99%

What parents can do to help their child learn and develop

98%

How children develop at different ages (e.g., walk, talk, etc.)

97%

Schedule of daily activities

Where to report health or safety concerns and complaints

Experience and training of program staff

Discipline procedures

96%

How to find other services in the community (e.g., employment and training opportunities, parenting classes, health care)

95%

Parenting skills

State Preschool

Have you
received
information
from the
program about
the following?

99%

How child is
doing in the
program

What
parents can
do to help
their child
learn and
develop

97%

How
children
grow and
develop

How
parents
can get
involved
with child's
program

96%

Schedule
of daily
activities

Parenting
skills

95%

How children
develop at
different ages
(e.g., walk,
talk, etc.)

94%

How to find other
services in the
community (e.g.,
employment and
training
opportunities,
parenting classes,
health care)

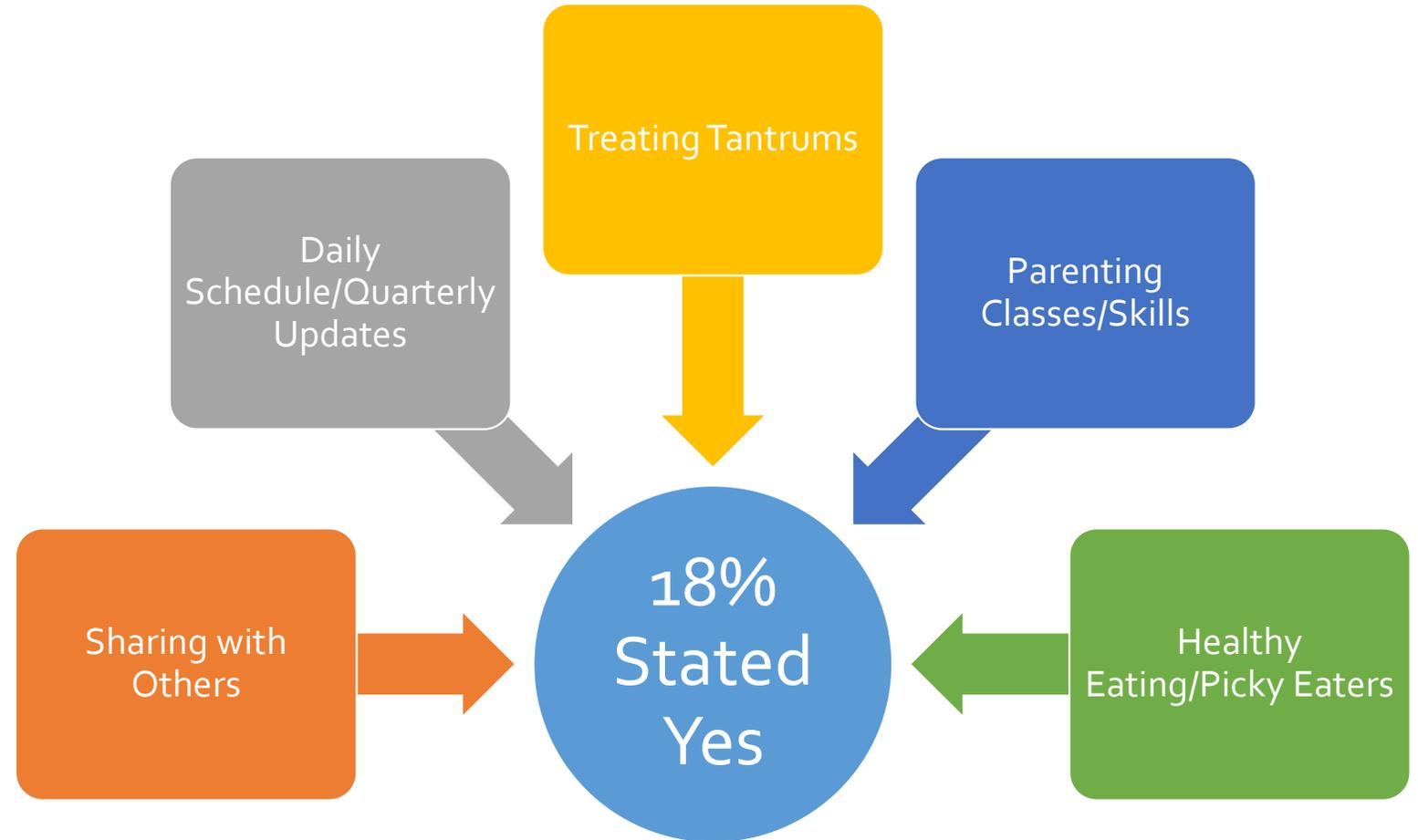
Where to report
health or safety
concerns and
complaints

Experience and
training of
program staff

Discipline
procedures

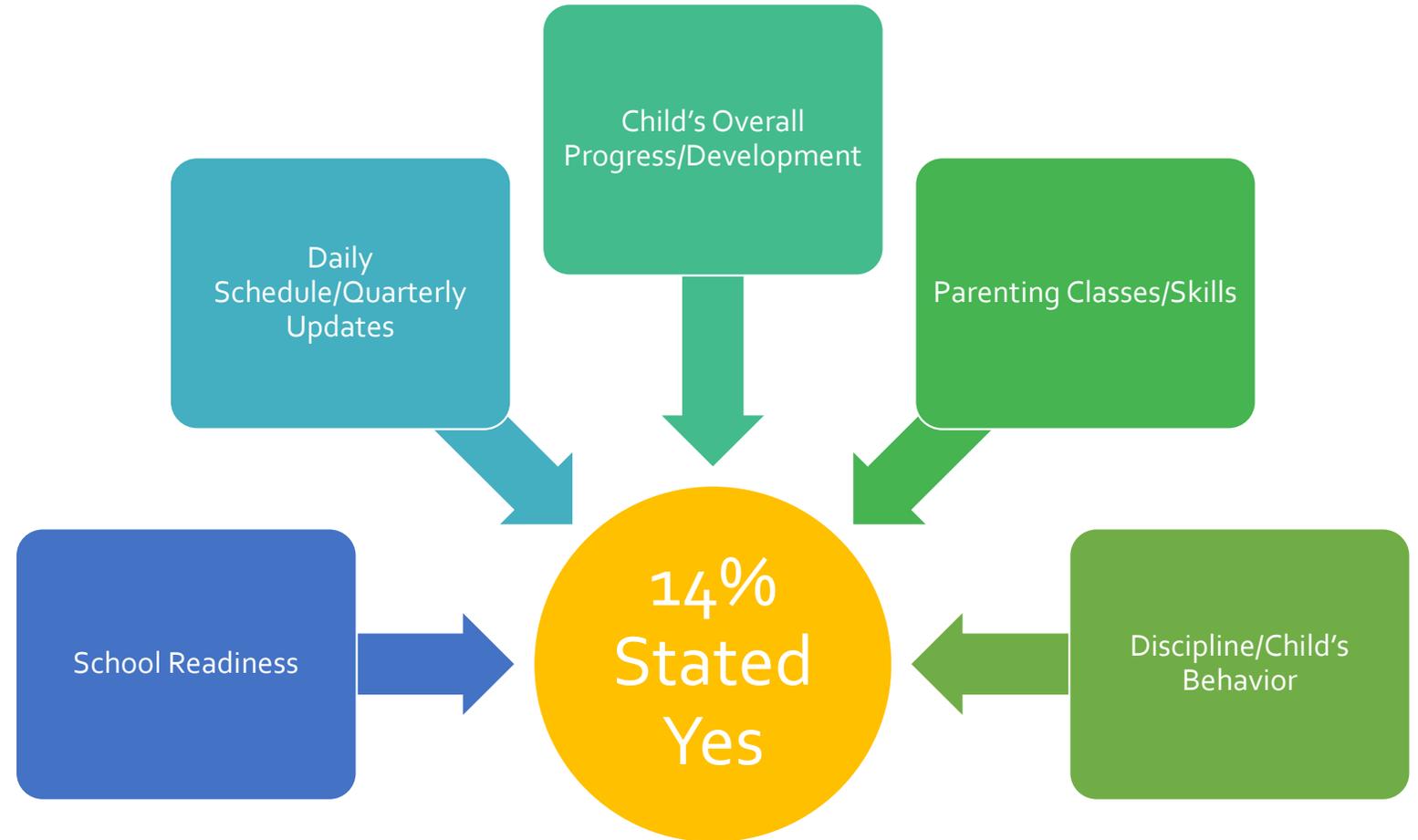
General Child Care

Would you like more information about any topics related to your child's care and development?



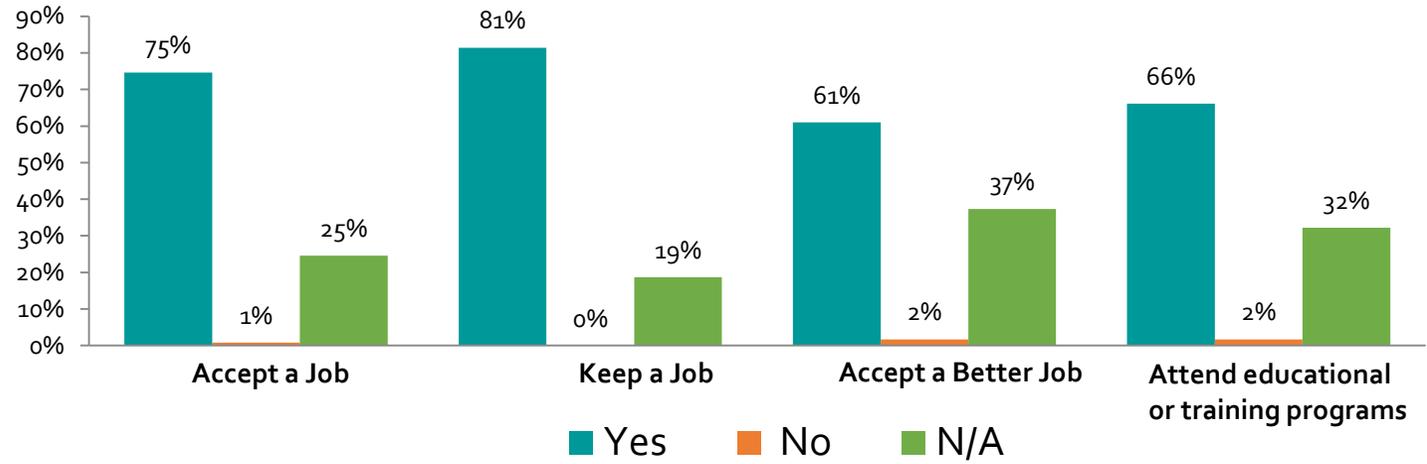
State Preschool

Would you like more information about any topics related to your child's care and development?

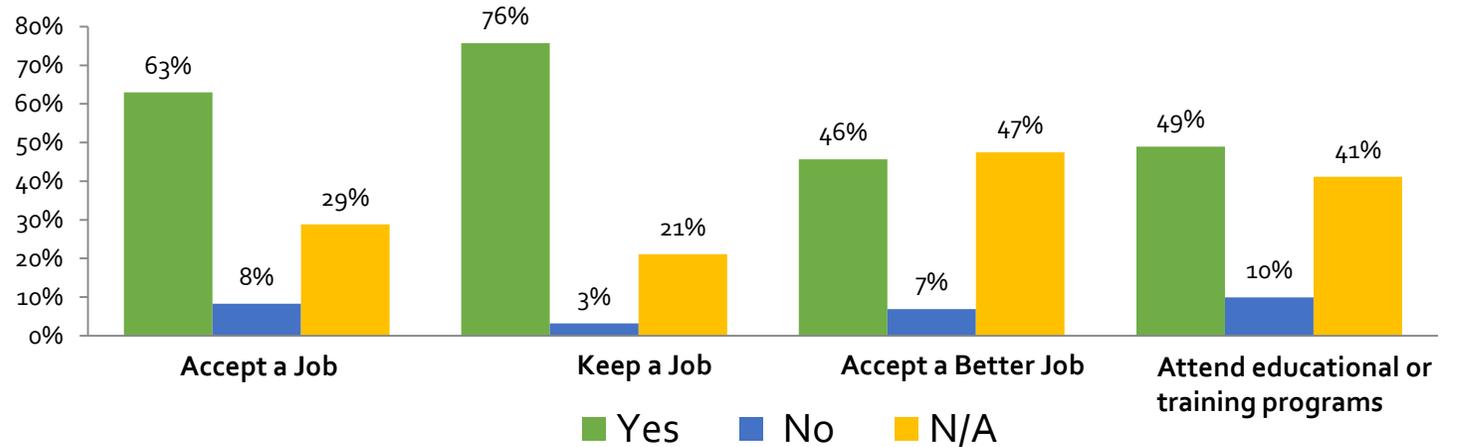


Has your child's enrollment in this program made it easier for you to:

General Child Care

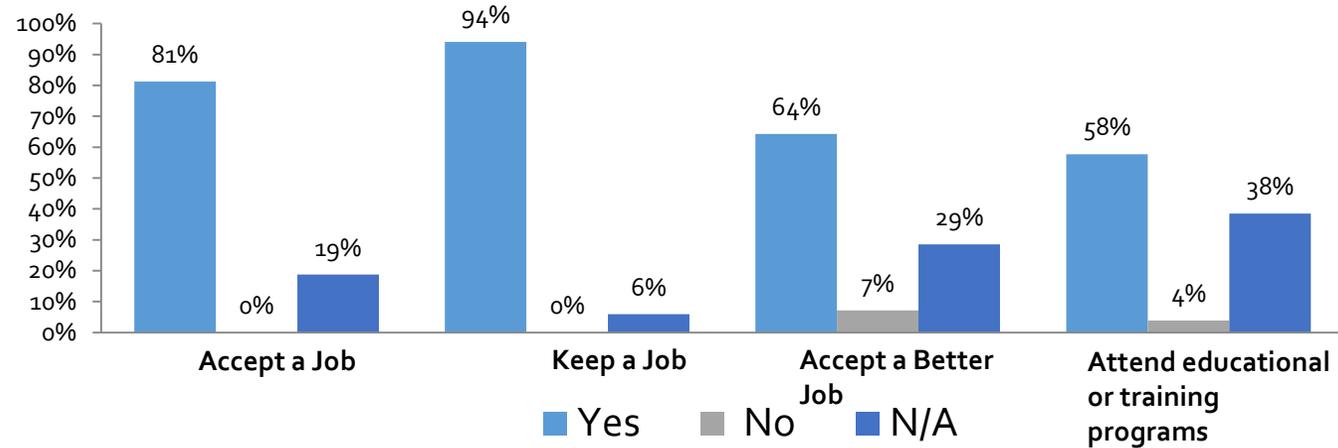


State Preschool

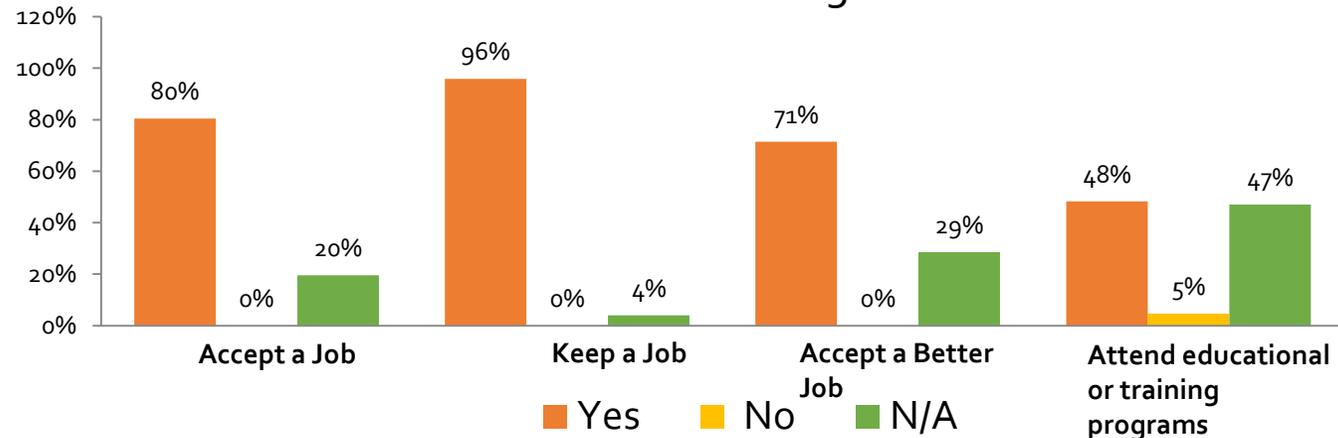


Has your child's enrollment in this program made it easier for you to:

Alternative Payment Program



CalWORKs Stage 2



How satisfied are you with these characteristics of your child's program?

General Child Care

100%	99%	98%	97%
<ul style="list-style-type: none"> • Location of program • Background and experience of staff • Languages spoken by staff • Meeting the individual needs of the child • Interaction between staff and children • Parent involvement • Cultural activities 	<ul style="list-style-type: none"> • Number of adults working with children • How program staff communicate with parents • Interaction with other parents • Parent involvement • Daily activities • Nutrition • Health and safety policies and procedures 	<ul style="list-style-type: none"> • Equipment and materials • Cultural activities 	<ul style="list-style-type: none"> • Hours of operation

State Preschool

100%	99%	98%
<ul style="list-style-type: none"> • Location of program • Background and experience of staff • Equipment and materials • Daily activities • Environment • Health and safety policies and procedures • How the program promotes your child's learning and development 	<ul style="list-style-type: none"> • Number of adults working with children • Languages spoken by staff • How program staff communicate with you • Parent involvement • Cultural activities • Nutrition 	<ul style="list-style-type: none"> • Hours of operation • Interaction between staff and children • Interaction with other parents

How satisfied are you with these characteristics of your child's program?

CalWORKs Stage 2

100%	98%	92%	90%
<ul style="list-style-type: none"> Supporting you to meet the individual needs of your obligation 	<ul style="list-style-type: none"> Courtesy of program staff Background and experience of staff 	<ul style="list-style-type: none"> How program staff communicate with you 	<ul style="list-style-type: none"> Location Hours of program office

Alternative Payment Program

100%	88%
<ul style="list-style-type: none"> Supporting you to meet the individual needs of your obligation Courtesy of program staff 	<ul style="list-style-type: none"> Background and experience of staff Location Hours of program office

Is there anything else you would like to say about how this program meets your family's needs?

"This has been a tremendous experience for my son. It has helped me to advance myself into my second career. Thank you to the kind and helpful staff at this location"

"I have noticed a great change in my daughter. Especially socializing"

"Without this program, it would be so much more difficult"

"I love the center and staff they are great"

"This program has helped my daughters overall development and life skills that she needs for her every day use. It has brought her out of her comfort zone and made a difference on how she approaches challenges"

"Beyond grateful for Stage 2"

Do you have any suggestions about how this program could be improved?

"Continue with the benefits for Stage 2. Paying for childcare is expensive"

"More staff"

"Meals - better options"

"Field Trips to the zoo or museum"

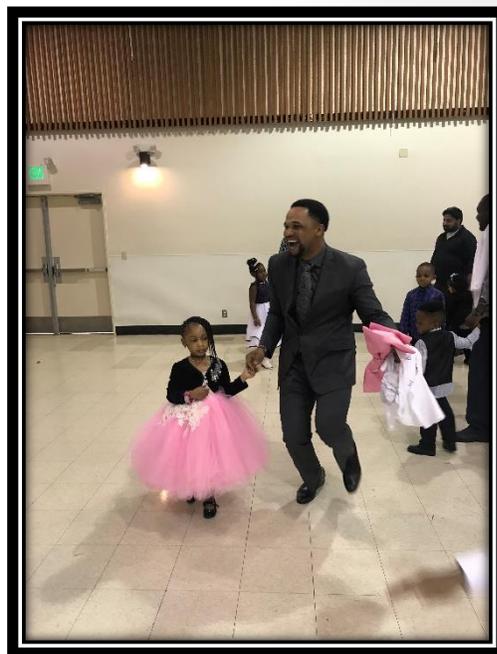
"Larger Parking Lot"

"Digital timecard/sign in sheets would help a ton"

"I am happy with the staff but if school will open at 6:00 to 6:00 would be perfect"

"Only more support. May this program never end, because it's amazing & loved from all my family"

Thank You!





Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 10, 2019

Subject: ACCEPT the report "Climate Resilience in Contra Costa County: Implementing the ART Study," prepared by the UC Berkeley Goldman School of Public Policy

RECOMMENDATION(S):

ACCEPT the report "Climate Resilience in Contra Costa County: Implementing the ART Study," prepared by students from the UC Berkeley Goldman School of Public Policy under commission from the Department of Conservation and Development, and REFER the report to the Sustainability Committee for further consideration.

FISCAL IMPACT:

None

BACKGROUND:

In 2015-2016, the Bay Conservation and Development Commission (BCDC) worked with Contra Costa County (County) and shoreline cities, property owners, community groups, and other stakeholders in West County (Richmond to Pittsburg) to develop the Adapting to Rising Tides (ART) study. The ART study examines the potential for sea level rise, and catalogs potential impacts on all sectors of the economy, including critical infrastructure and public services.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jody London,
925-674-7871

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

In 2017, the Delta Stewardship Council asked BCDC and the County to conduct an ART study for East County (Pittsburg to the eastern boundary of the County). The Board of Supervisors on May 23, 2017, invited BCDC to extend the study to eastern Contra Costa County, as recommended by the Ad Hoc Committee for the Northern Waterfront Economic Development Initiative. That study is ongoing and is expected to conclude later this year.

When the ART Study for East County is complete, the County will have even more data about potential impacts of rising waters along the Contra Costa shoreline. What the ART studies do not provide are recommendations for how to take action with this information, including how to govern and fund any initiatives that might be formed to address these issues.

The Department of Conservation and Development (DCD) successfully applied in November 2018 to the UC Berkeley Goldman School of Public Policy for a student team to examine the ART studies and recommend potential actions the County and its many partners can take moving forward. The Goldman School team worked pro bono under the direction of the County's Sustainability Coordinator to develop a written report (attached). Following completion of the report, two members of the team worked this summer as interns in DCD and the Department of Health Services, and provided two lunchtime seminars for County staff on the ART studies and the recommendations in the Goldman School report (see attached presentation).

The Goldman School report recommends the County create a cross-sector working group to review vulnerabilities from rising tides, share information, coordinate policies, and develop a long-term vision regarding adapting to rising tides. Other governance structures considered in the report, and recommended for future consideration as collaboration around climate resilience deepens across the County, include memoranda of understanding and joint powers authorities. The report details the key steps in launching a working group and recommends an initial list of stakeholder organizations to engage. It also provides information on potential funding sources that could be pursued to fund implementation of the ART studies.

Staff recommends the Board of Supervisors accept the UC Berkeley Goldman School ART report and, refer the report to the Sustainability Committee for further consideration.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to accept the report, consider its findings, and make it available to the public means the County foregoes an opportunity to anticipate and plan for potential hazards that could impact life and property in Contra Costa County.

ATTACHMENTS

UC Berkeley Goldman School: Implementing the ART Study in Contra Costa County

Goldman School Presentation: Climate Resilience in Contra Costa County



CLIMATE RESILIENCE IN
CONTRA COSTA COUNTY
:
**Implementing the ART
Study**

Mimi Kaplan, Ellie Householder, and Althea Lyness-Fernandez
University of California, Berkeley, Goldman School of Public Policy

May 2019

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EXECUTIVE SUMMARY

BACKGROUND: This report analyzes the challenge of implementing best practices and governance around adapting to rising tides in Contra Costa County (“the County”), specifically along the San Joaquin River Delta. Recommendations are based on the findings of the 2017 Adapting to Rising Tides (ART) study conducted by the San Francisco Bay Conservation and Development Commission (BCDC). The first phase of this study, which extends from Richmond to Baypoint, is complete (referred to as “ART Study West”). The second phase, which extends through East County, is ongoing as of May 2019 (referred to as “ART Study East”; see map.)



Figure 1: ART Study West Boundaries

KEY CHALLENGES: The County’s shoreline is at risk of permanent and temporary flooding. The ART Study West estimates that sea levels in the County may rise 2-12 inches by 2030, 5-24 inches by 2050, and 17-66 inches by 2100. As a result, the following vulnerabilities have been identified:

-  **1. Water Dependent Industries:** Damage to transportation and utility connections that could impair or halt service to the County’s water-dependent industries.
-  **2. Creekside Communities:** Flooding of residential areas, specifically impacting vulnerable populations such as low-income, elderly, and mobility-challenged communities.
-  **3. Access to Services:** Damage to transportation routes and flooding of facilities impacts access to law enforcement, fire districts, health services, schools, water, and waste services.
-  **4. Ad-hoc Flood Protection:** Harm to and decreased utility of assets currently providing ad-hoc flood protection, such as railways, shoreline parks, and tidal wetlands.
-  **5. Jobs & Employment Sites:** Flooding of shoreline employment sites or damage to transportation infrastructure critical for commuting.
-  **6. Parks & Open Space:** Damage to parks and open spaces, which often provide ad-hoc flood protection as well as recreational and therefore public health services that are difficult to replace.

KEY FINDINGS: The potential damage posed by rising tides requires county-wide action. According to a study by the National Institute of Building Sciences, “each \$1 spent on mitigation saves an average of \$6 in future disaster costs.”¹ Currently, there is not one entity that has the jurisdiction to coordinate, let alone implement, the needed adaptations. Therefore, this paper outlines three governance structures (Working Group, Memorandum of Understanding, Joint Powers Agreement) that could help the County address the vulnerabilities caused by rising tides. The governance structures vary in their ease of establishment, ability to leverage funding, legal authority, and ability to expand.



This report also identifies potential funding sources at the local, state, and federal level that the County can use to fund this work (Appendix A). The analysis of funding sources recognizes that different types and levels of funding are appropriate for different governance structures.



KEY RECOMMENDATIONS: The County should create a cross-sector working group to review vulnerabilities, share information, coordinate policies, and develop a long-term vision regarding adapting to rising tides. **Section B** of the report details the key steps in launching a working group around adapting to rising tides in the County.

While we believe creating the working group is the key recommendation, the other governance structures should also be considered. Other structures may become more politically feasible and useful as collaboration around climate resilience deepens across the County. **Section A** of the report provides an overview of possible governance structures to coordinate a response to rising tides.

¹ “Resilient San Mateo.” San Mateo Flood and Sea Level Rise Resiliency Agency. <https://resilientsanmateo.org/>.



SECTION A: GOVERNANCE STRUCTURES

1. IDENTIFYING THE PROBLEM

A. THE THREAT OF RISING TIDES IN CONTRA COSTA COUNTY

Communities, businesses, natural areas, and services near Contra Costa County's shoreline are at risk of flooding due to rising tides. While information on sea level rise and potential flooding has previously been available through sources such as the National Research Council, the Adapting to Rising Tides (ART) studies seek to detail the local and regional impacts of flooding so that communities can address those vulnerabilities.

The ART assessment of Contra Costa County (the County) is divided into two studies. The first phase, which extends from Richmond to Baypoint, is complete and published (referred to as "ART Study West"). The second phase, which extends through East County, is ongoing as of May 2019 and is conducted in partnership with the Delta Stewardship Council, the Bay Conservation and Development Commission ("BCDC"), and the Contra Costa County Office of Sustainability (referred to as "ART Study East"; see map.).

While the report does not cover the entire county, the ART West report does cover a significant portion of the county and projects many of the county-wide risks at hand. Furthermore, while the exact amount of flooding depends on various weather and climate factors, numerous studies and datasets all show that there will be increased flooding across the county's shorelines. The range of sea level rise predicted by the ART studies account for different climate scenarios and sources of flooding.

The [ART Study West](#) estimates that sea levels may rise 2-12 inches by 2030, 5-24 inches by 2050, and 17-66 inches by 2100 in Contra Costa County.² Using these estimates combined with National Research Council Data, the ART Study West quantifies the damage posed by sea-level rise across Contra Costa County, with particular emphasis on what is at risk across sectors and for the most vulnerable communities in the county.

The [ART Study East](#) will use updated guidance based on newly available data from the Ocean Protection Council. The assessment is using updated modeling techniques to better understand the consequence of rising tides from the Bay as well as freshwater rivers. The model will assess potential flooding at 12", 36", and 83" of water level rise , thereby accounting for a variety of scenarios.³

The predicted damages faced by the entire County will primarily be incurred through temporary and permanent flooding. Even temporary flooding – which will likely become more frequent, longer-lasting, and more wide-spread – can cause irreversible damage. The ART Study West categorized these risks by the estimated amount of flooding in a given area using BCDC models, and the ART Study East will use a similar format. Table 1 summarizes the assets at risk of damage, categorized by sector.

Table 1: ASSETS AT RISK OF DAMAGE, BY SECTOR (from ART Study West)

SECTORS		TYPES OF ASSETS	# AT-RISK ASSETS ⁴
	BUSINESS & INDUSTRY	Commercial	277
		Industrial land use	482
		Hazardous Material Sites	1,287
	CONTAMINATED LANDS	Landfills	188-acres
		Brownfields	62

² [Adapting to Rising Tides: Contra Costa County Assessment and Adaption Project](#). Adapting to Rising Tides. March 2017. http://www.adaptingtorisingtides.org/wp-content/uploads/2017/03/Contra-Costa-ART-Project-Report_Final.pdf.

³ Eastern Contra Costa and Solano Counties Adapting to Rising Tides." Adapting to Rising Tides. June 2018.

<http://www.adaptingtorisingtides.org/wp-content/uploads/2018/06/ECCARTModelingAndMappingExplainer06.05.2018.pdf>.

⁴ These statistics only include the areas in the assessment area from the ART Study West. However, these figures provide a broad overview of the scope of the problem.

SECTORS		TYPES OF ASSETS	# AT-RISK ASSETS ⁴
	ENERGY	Refineries	4
		Pipelines	55
		Power Generation	1
		Power Distribution Stations	11
	TRANSPORTATION	Freight and Passenger Rail	14 miles
		Roadways	27.5 miles
	HOUSING	Single	507
		Multifamily	607
		Mobile homes	2
	PARKS & RECREATION	Regional Parks	7
		City Parks	7
		Marinas	8
	PUBLIC SERVICES	K-12 Schools	46
		Public Healthcare Facilities	13
		Emergency Facilities	28
	SEAPORT TERMINALS	Port of Richmond	<i>Limiting access from seaport</i>
		Marine Oil Terminals	<i>Tidal, wind & wave erosion</i>
	WATER MANAGEMENT	Water Supply	477,212 residents
		Waste Water Services	8
		Storm Water Systems	86% of system

Damage caused by flooding across the shoreline could have severe economic impacts. The County's economy, which relies on transportation and warehousing, construction and manufacturing,⁵ would likely suffer as a result of damage to the water-dependent industries, transportation infrastructure, and the 750+ business assets along the shoreline. Damage to

⁵ Data USA Contra Costa County, CA

infrastructure and services that span the County – such as energy, water supply, and highways – could prevent or slow commutes and the transport of goods. These damages are likely to have a regional impact, as the County provides jobs, goods, services, and recreational activities for people throughout the Bay Area.

Furthermore, flooding damage can impact the health, safety, and quality of life of the County's residents. Over 1,000 households are directly at risk of flooding or damage, as well as nearly 80 of the county's hospitals, schools, and services. The communities most at risk from rising tides are those that are the least mobile in the face of crisis – such as those who cannot afford to relocate, do not speak English as their first language, or have limited physical mobility. These include low-income communities, communities of color, and senior citizens. Additionally, sudden flooding can release hazardous material into the water supply, leading to public health crises and destruction of wildlife habitats.

B. A COORDINATED RESPONSE IS NEEDED

In the face of these threats, the ART report details actions that stakeholders across all sectors can take to respond and adapt to sea-level rise. The recommendations are primarily focused on preventing future disasters, reducing harm from flooding, and adapting to make the County more resilient and prosperous. According to a study by the National Institute of Building Sciences, "each \$1 spent on mitigation saves an average of \$6 in future disaster costs."⁶ Acting before more flooding occurs is key to preventing irreversible and costly damage.

All entities with ownership of coastal lands play an important role, including business, industry, homeowners, and the public sector. However, acting alone is insufficient. Given that rising tides are a regional issue, piecemeal changes will fall short of securing all of the County's shoreline against flood-related threats.

While conversations and initiatives around rising tides are taking place throughout the County, there is no collaboration that is county-wide and unites both the public and private sector. Furthermore, there is not one entity with a clear source of funding or regulatory authority to implement the ART findings county-wide.

Greater collaboration is therefore needed. Depending on the goal of the collaboration, different governance structures can be employed. While county-wide regulation or planning is one way of achieving a more resilient shoreline, there are other actions that stakeholders can undertake

⁶ "Resilient San Mateo." San Mateo Flood and Sea Level Rise Resiliency Agency. <https://resilientsanmateo.org/>.

collaboratively. For example, information sharing or conducting smaller-scale projects would also vastly improve the county's ability to minimize its vulnerability to flooding. The below scenarios account for a variety of goals and actions.

2. METHODOLOGY

Our primary methodology for completing this project was cross-sector stakeholder interviews and a review of relevant case studies of similar regional planning projects. Our team spoke with members of the Contra Costa Office of Sustainability (our primary client); the Contra Costa County supervisors who have jurisdiction over the waterfront of the Delta; and the Bay Conservation and Development Commission who has jurisdiction over the area of the first ART Study West.

In meetings with these stakeholders, they have mentioned various regional planning projects that are illustrative of challenges and successes that inform best practices relevant to this project. An overview of the potential governance structures for implementation of the ART Study West findings is outlined, along with potential priorities, advantages and disadvantages.

3. RECOMMENDATIONS

After conducting interviews and case studies, we believe that creating a working group to coordinate a response to rising tides is the most politically feasible and will lay the needed groundwork for future collaboration around climate resilience.

In addition to detailing the County's vulnerabilities in the face of rising tides, the ART Study West outline specific actions that could help reduce these vulnerabilities. However, implementing these findings requires coordination between the many stakeholders who may be impacted by rising tides, especially those with jurisdiction over the shoreline. In the absence of an existing agency that has sole jurisdiction over shoreline planning and regulation, our report recommends various governance structures and funding opportunities to encourage collaboration both in the short and long-term.

Currently, creating an organization with centralized authority does not appear to be politically feasible. Furthermore, not all of the relevant stakeholders agree that adapting to rising tides is an immediate priority. Therefore, we expect that collaboration must start on a smaller and more informal scale, which we envision as a working group. As trust and joint vision are developed, larger-scale projects might take root. To implement these larger projects, more formal and

centralized governance will be required, as well as larger funding sources. We outline two governance tools (MOUs and JPAs) that could help achieve these larger initiatives. While it may not be currently politically feasible, other counties have created independent agencies to coordinate climate resilience initiatives, and a case study depicting this fourth option is included.

The governance structures provide a potential trajectory for long-term collaboration, and our case studies have shown that regional collaborations have often follow similar patterns. However, these structures are not prescriptive. For example, a working group does not need to exist for a Memorandum of Understanding to be implemented or a Joint Powers Agreement to be formed. However, the order of these governance structures does illustrate that initiating smaller projects across the county will increase the likelihood of taking on larger-scale programs due to the development of shared trust, vision, and resources.

Because our primary recommendation is to launch a working group, we have included specific steps for visioning and launching this group in Section B. Funding sources are included in Appendix A.

CRITERIA FOR EVALUATING GOVERNANCE STRUCTURES

The below governance structures are evaluated using the following criteria:⁷

- **Ease of establishment:** A governance structure that is easy to establish will be low on financial costs, time investments, legal and reporting requirements.
- **Ability to leverage funding:** Funding can leveraged either by applying to grants and loans or by creating a financing mechanism within the governance structure itself.
- **Legal authority:** Legal authority entails not only jurisdiction to act, but also liability. Legal authority allows for larger and more coordinated action, but also is more bureaucratic to establish and maintain.
- **Ability to expand:** Given the nature of rising tides, a useful governance structure should be able to gradually expand in size or scope as the issue becomes more pressing and more stakeholders are brought onboard.

⁷ The criteria used here are based off of the evaluation criteria used by San Mateo County in a report appendix: "San Mateo County – New Agency Proposal: Governance Matrix Technical Memorandum." Resilient San Mateo. October 2018. https://resilientsanmateo.org/wp-content/uploads/2019/01/Governance-Matrix-TM_102918_FinalV2.pdf

A. WORKING GROUP

DEFINITION AND PURPOSE

A working group is a committee of stakeholders gathering regularly to share, discuss, study, and plan around a particular issue or question. The County's working group would bring public, private, and community stakeholders together around the topic of adapting to rising tides. A list of city assets listed in **Appendix B** can serve as a good starting point for outreach and engagement.

The initial purpose of the working group is to share information on the vulnerabilities identified in the ART report, review suggested actions, and develop a shared understanding of what is at stake. Afterwards, more information sharing can take place, such as sharing existing activities related to improving climate resilience and identifying joint goals.

In addition to information sharing, the working group could serve as a platform for coordinating around shared priorities. For example, city, county, and regional governments could develop a set of planning priorities related to flood prevention and agree to separately implement those policies in their own jurisdictions.

While it may require time, the working group could also serve as a platform for developing shared projects. These projects could range from education campaigns, improving emergency plans, conducting vulnerability studies, or restoring habitats and wetlands. However, conducting shared projects requires funding, and as detailed below, the working group cannot generate independent funding. [Creating an MOU](#) could provide more formality to these shared projects.

EFFECTIVENESS CRITERIA

- **Ease of establishment:** Easier to establish financially and legally. However, recruiting all relevant key stakeholders across sectors and maintaining interest is time-intensive and requires high-touch engagement.
- **Ability to leverage funding:** Limited. The working group is not a legal entity and cannot generate independent financing mechanisms. An operating budget must be identified, and funding for projects must come from grants or be shouldered by one or multiple stakeholders.
- **Legal authority:** None. This is a non-legally binding structure.
- **Ability to expand:** High. Once stakeholders are identified and recruited, there is great ability to expand a working group in scope and membership.

ADVANTAGES AND DISADVANTAGES

We believe that a working group is a necessary, preliminary governance mechanism to spur county-wide action across sectors. The group can serve as a platform to identify the common goals, abilities, and needs of individual stakeholders. Because it is informal and not a legal entity, the working group presents lower barriers to entry for stakeholders who are hesitant about committing to adaptation projects. Furthermore, community organizations and the private sector can participate as equal members of the working group, as membership is not barred to just government entities.

Disadvantages to a working group include the time-intensive process of identifying and recruiting a representative group of stakeholders, especially given the limited resources currently available for this effort and ambiguity on where to house the initiative. Furthermore, while the informality creates lower barriers to entry, this informality also hinders collaboration on large-scale projects. Larger, county-wide projects will require more resources than may be readily available within a working group, and stakeholders will likely want more clearly defined enforcement mechanisms than what a working group can provide. Should this issue surface, it may indicate the need for a new governance structure.

For more detailed information on launching a working group in the County, see **Section B: Launching a Working Group**.

B. MEMORANDUM OF UNDERSTANDING

DEFINITION AND PURPOSE

A memorandum of understanding (MOU) is an agreement between two or more parties that identifies shared goals to be jointly pursued. MOUs can be designed as legal contracts, but are often created to express a shared commitment. MOUs can outline shared goals or policies, enforcement mechanisms, expectations, roles, responsibilities, or funding agreements.⁸

Within the County, MOUs could be used to formalize commitment to shared goals that emerges from the working group. An MOU could also create governance structures for projects that require more precisely defined roles and responsibilities.

For example, an MOU could be symbolic, such as an agreement that all stakeholders will strive to meet particular resiliency-related goals or will implement particular policies in their general plans. An MOU could also be signed by a variety of stakeholders as an agreement to share a particular type of data, such as monitoring stormwater usage. An MOU could also be used to document the roles and responsibilities, including funding agreements, between multiple stakeholders in the implementation of a joint project.

EFFECTIVENESS CRITERIA

- **Ease of establishment:** Moderately time-intensive to establish, but depends largely on complexity of project and number of stakeholders involved.
- **Ability to leverage funding:** Limited, because it is not a formal entity and cannot generate independent funds, such as levying taxes, issuing bonds, creating special assessment districts. However, it can outline resource commitments by signatories and outline plans for specific projects that can then receive grant funding (although one organization would have to take point on managing grant funding).
- **Legal authority:** Can but does not have to be legally binding, depending on the language. Does not create any new legal regulatory authority.

⁸ "Contracts and MOUs: Understanding Key Terms." ChangeLab Solutions. 2013.
https://changelabsolutions.org/sites/default/files/MOU-vs-Contracts_FINAL_20120117.pdf.

- **Ability to expand:** An MOU can be used to lay the groundwork for more legal, formal collaborations. Additional MOU can serve as amendments if goals or responsibilities change during implementation.

ADVANTAGES AND DISADVANTAGES

An MOU is a flexible tool that can be adapted to the type of goal at hand. It adds more formality to activities such as those that might emerge from the working group and can incorporate private and community partners as equal signatories. Because the signatories develop the MOU collaboratively, stakeholders may be more willing to put resources on the line when it is on their terms. Furthermore, outlining roles and resource requirements decreases the risk of one stakeholder shirking and can identify methods of resolving conflict.

Because the MOU does not create a legal entity, the types of funding, and therefore projects, that can be generated are still limited. Furthermore, an MOU may not lead to actionable results if the MOU does not include detailed responsibilities or consequences for not completing the agreed-upon terms. Finally, creating an MOU requires collaboration that may be time-consuming depending on the complexity of the agreement and the number of signatories.



CASE-STUDIES OF MOUs

<p style="text-align: center;">The Long-Term Restoration Planning for Baylands MOU</p> <p style="text-align: center;">Source</p>	
<p><i><u>Purpose:</u></i> The MOU details the structure of collaboration, program timeline, and amount of funding each signatory will contribute towards long-term restoration and planning for Baylands.</p>	
<p><i><u>Signatories:</u></i> U. S. Fish and Wildlife Service, the California Department of Fish and Game, and the Coastal Conservancy</p>	
<p><i><u>Relevance:</u></i> The MOU outlines governance structures to implement programming around bayland restoration, which could be applied to the County’s efforts around adapting to rising tides. For example, the MOU develops an executive (leadership) team, a committee to conduct public outreach, and several teams with subject-matter or technical expertise. The MOU also creates a general work plan for achieving the broader goal of restoration, such as conducting needs assessments, environmental reviews, monitoring plans, and strategies.</p>	

The Coastal Sage Scrub MOU

[Source](#)



Purpose: To “implement a policy of coordination and cooperation by and between the [parties] regarding the development of conservation strategies for effective, long term protection of the Coastal Sage Scrub natural community and its associated sensitive species in Southern California.”

Signatories: U. S. Fish and Wildlife Service, the California Department of Fish and Game

Relevance: Coordinated the necessary participation of two different levels of government that share jurisdiction over a key resource. Specifically, it leaves the responsibility for developing and monitoring the conservation strategy with the state-level agency, but requires strong information sharing and coordination with the federal-level agency. The County could use similar structures for coordinating agreement between city, county, state, regional, and federal governments.

Sierra Forest Fire MOU

[Source](#)



Purpose: “To advance the use of fire for ecological benefit and improved fire management.” Specifically, the activities in need of coordination include, “minimizing barriers to implementing fire use by improving smoke management coordination and engaging in public education and outreach, to help increase capacity to use wildland fire through expanded training opportunities and resource sharing.”

Signatories: State and federal land/resource management agencies, environmental groups, and regional fire councils

Relevance: Coordinated a large number of stakeholders. The MOU began with 12 parties and currently has 37. This shows that large-scale coordination of departments and agencies across multiple levels of government is possible when the goal is clear and perceived as urgent.

The Under 2

[Source](#)



Purpose: To reduce greenhouse gas emissions to limit global warming to less than 2 degrees Celsius by 2050. This means that signatories of this MOU will “pursue emission reductions consistent with a trajectory of 80 to 95 percent below 1990 levels, by 2050 and/or achieving a per capita annual emission goal of less than 2 metric tons by 2050.”

Signatories: Signed by over 220 governments across 43 countries (including California)

Relevance: The MOU shows that it is possible to use an MOU to decrease the harmful impacts of climate change even when said harms are not yet fully actualized disasters. The County could similarly use an MOU to state the overall goal that a variety of stakeholders work towards, but remain independently responsible for implementing.

Project to Eradicate Northern Pike from Lake Davis



[Source](#)

Purpose: To “establish an agreement to coordinate and minimize duplication of effort as the Forest Service complies with the National Environmental Policy Act (NEPA) and CDFG complies with the California Environmental Quality Act (CEQA) with respect to the proposed project, the project proposal submitted to the Forest Service with a request for a special use permit and any other connected actions, such as forest closures. In order to facilitate the - Parties compliance with their respective laws, the Parties have agreed to do a joint EIR/EIS.”

Signatories: California Department of Fish and Game and the Plumas National Forest.

Relevance: Illustrates how an MOU can facilitate a specific project (EIR/EIS) necessary to bring a larger policy change (eradicating northern pike from Lake Davis).

C. JOINT POWERS AUTHORITY

DEFINITION AND PURPOSE

A Joint Powers Authority (JPA) is a legal entity that “is established when two or more public agencies by agreement jointly exercise any power common to the contracting agencies.”⁹ Member agencies do not need to have authority in the same geographic areas, and can either function as two or more separate entities in agreement (and referred to as a Joint Powers Agreement), or as a new, separate public legal entity that can enter into contracts, sue and be sued and hold property (Joint Powers Authority or Agency).¹⁰

A JPA could be created between the city, county, and other public agencies in the County to develop joint programming around rising tides, as well as allow for monitoring, sanctioning and conflict resolution for and between stakeholders. JPAs are best applied to policy challenges that span jurisdictions and require coordinated efforts to address, such as environmental policy, insurance pooling, and transportation or infrastructure planning. The coordination allows for greater cost-savings and efficiency compared to each jurisdiction implementing independent programming. In the context of the County and rising tides, the JPA’s purpose would likely be planning, regulation, or service provision.

B. EFFECTIVENESS CRITERIA

- **Ease of establishment:** Difficult to establish and maintain, but depends largely on number of stakeholders involved.
- **Ability to leverage funding:** Expansive, including issuing bonds (depending on the jurisdiction of member agencies). More likely to have the capacity to apply for and implement larger grants than a MOU or working group.
- **Legal authority:** Depending on the language, can create legal entity that can sue and be sued, hold property, enter into contracts.
- **Ability to expand:** The flexibility of JPA content and legal authority allows for expansion of projects and initiatives.

⁹ <http://www.cacities.org/getattachment/5768b027-71a7-4bc5-8d82-d2009f304297/LR-Cassman,-Savaree.aspx>

¹⁰ “Governments Working Together: A Citizen’s Guide to Joint Powers Agreements.” California State Legislature, August 2007. <https://sgf.senate.ca.gov/sites/sgf.senate.ca.gov/files/GWTFinalversion2.pdf>

C. ADVANTAGES AND DISADVANTAGES

Because adapting to rising tides is a regional challenge that requires steady financing and the cooperation of a variety of government entities, a JPA would be an effective way of coordinating services among a wide variety of stakeholders. The biggest advantage of a JPA is that it can create new revenue streams and issue bonds, dependent on their member's authorities. Furthermore, JPAs can issue revenue bonds without voter approval, although each member must adopt a local ordinance allowing it, which includes a 30-day period for voters to petition the ordinance.¹¹

JPAs are also extremely flexible and do not prescribe a particular decision-making or governance structure. Although the membership is primarily public agencies, state law allows non governmental organizations to also enter in these agreements, and the private sector can serve on the decision-making board.

JPAs require a high degree of trust and agreement among the parties involved. Because collaborating around rising tides is still relatively new among the County's governments, it may not be politically feasible at this point in time. Furthermore, creating a legal entity requires that it conduct annual reporting and other time-intensive bureaucratic requirements.



CASE-STUDIES OF JPAS

The San Francisquito Creek Joint Powers Authority Source 
<i><u>Purpose:</u></i> The SFCJPA is "leading four main projects to stabilize, restore, and maintain the channel of the San Francisquito Creek" as well as "design and plan capital projects to increase flood protection that benefit the natural environment."
<i><u>Signatories:</u></i> City of East Palo Alto, City of Menlo Park, City of Palo Alto, San Mateo County Flood Control District, Santa Clara Valley Water District.
<i><u>Relevance:</u></i> The four capital improvements projects are examples of initiatives that a County-based JPA could undertake. Initiatives include an engineering feasibility study, creek restoration, environmental impact studies, real-time creek monitoring, and issuing Request for Proposals for flood warning systems.

¹¹ Ibid.

Sonoma County Regional Climate Protection Authority (RCPA)



[Source](#)

Purpose: Coordinates initiatives to improve climate protection and reduce greenhouse gas emissions within Sonoma County. The RCPA focuses on applying to grant funding and implementing projects related to reducing greenhouse gas emissions, including data collection efforts and public education campaigns.

Signatories: Sonoma County, City of Santa Rosa, City of Cotati, Town of Windsor, City of Petaluma, City of Healdsburg, City of Sonoma, City of Cloverdale, City of Rohnert Park, City of Sebastopol

Relevance: The County could use a JPA to conduct a similar approach to coordinated projects, particularly collecting data around rising tides or creating public awareness campaigns around the threat posed by rising tides. Public awareness initiatives include hosting events and forums or creating communities of practice.

The Santa Monica Mountains Conservancy (SMMC)



[Source](#)

Purpose: To “strategically buy back, preserve, protect, restore, and enhance...urban, rural and river parks, open space, trails, and wildlife habitats.” The SMMC has 9 voting members and a 26 person advisory council as a means to ensure broad representation of local, regional, and state interests.

Signatories: Baldwin Hills Regional Conservation Authority, Desert and Mountain Conservation Authority, Eastern Ventura County Conservation Authority, Moorpark Watershed, Mountains Recreation & Conservation Authority, Newhall Ranch High Country Recreation and Conservation Authority, Santa Clarita Watershed Recreation & Conservation Authority, Whittier-Puente Hills Conservation Authority, Wildlife Corridor Conservation Authority

Relevance: Within a JPA, the County could implement a similar voting and governance structure to ensure a mixture of local, regional, and state representation.

The Wildlife Corridor Conservation Authority



[Source](#)

Purpose: The JPA was created to ensure “the proper planning, conservation, environmental protection and maintenance of the habitat and wildlife corridor between the Whittier-Puente Hills and the Cleveland National Forest in the Santa Ana Mountains.”

Signatories: City of Whittier, City of Brea, City of La Habra Heights, City of Diamond Bar, Los Angeles County and the Santa Monica Mountains Conservancy.

Relevance: Demonstrates how a JPA can coordinate funding for joint activities from member parties.

The Association of Bay Area Governments (ABAG)



[Source](#)

Purpose: ABAG was formed by a JPA in 1961 and has voluntary membership and limited statutory authority. ABAG has a general assembly, executive board and four committees: administrative, finance, regional planning and legislation. ABAG is funded by membership dues, fees for service programs, and grants from federal, state and local governments.

Signatories: 9 counties and 101 cities in the Bay Area.

Relevance: This case study shows that a larger network, including the key stakeholders for Contra Costa County climate resilience, already exists, and has been working together on regional issues for decades. Furthermore, if the County creates a JPA with a membership, a similar general assembly and committee structure could help foster decision-making.

4. OTHER CONSIDERATIONS

San Mateo County, while economically and demographically different from Contra Costa County, has had similar conversations around creating governance structures to coordinate adaption to rising tides.

The trajectory of collaboration in San Mateo County could serve as an interesting case study and resource for Contra Costa County. Although San Mateo County is currently undergoing efforts to expand an existing agency to cover climate resiliency efforts, it has previously used working groups, JPAs, and MOUs to collaborate on this topic.

The following resources help provide context to resiliency efforts in San Mateo County and the different phases of collaboration that county stakeholders engaged in:

- [Resilient San Mateo](#): Website for resiliency efforts in San Mateo County. They have used state and federal representatives to make the case for why an agency is needed and have created accessible language to inform the public about why action is needed.
- [Governance Matrix](#): An extensive, technical report outlining different governance and funding strategies that San Mateo County considered before deciding on creating a new agency.

- [Background on Collaboration and Governance Proposal](#): Details the history of collaboration within San Mateo County and makes the case for creating an county agency focused on resiliency.

Additionally, as work on climate resiliency expands, multiple of these governance structures could be used to target action within particular sectors or planning issues. However, a county-wide initiative to at least coordinate and share information will remain necessary.

SECTION B. WORKING GROUP STRATEGY

Creating a working group to coordinate a response to rising tides is a natural first step for the County. Currently, it does not appear there is enough political agreement to create a regulatory or planning agency that will implement the needed changes. Additionally, a working group can serve as a low-stakes platform by which collaborative projects are identified and planned, allowing political will to build gradually.

Building an effective working group will require up-front planning to set the context, define broad goals, and ensure that all the relevant stakeholders are at the table. After our interviews, we believe that key stakeholders must first be engaged to build support for the working group. The following steps can begin immediately and are expected to take 3-6 months, depending on the amount of staff time available for coordination:

- 1. Create a Planning Committee**
- 2. Identify Working Group Participants**
 - a) Government and Private Sector Participants**
 - b) Community Organizations**
 - c) Private Sector Engagement**
- 3. Develop a Cohesive Messaging Strategy**
 - a) City Assets and Barriers**
 - b) Sample Communications Language**
- 4. Identify Resource Needs and Secure Funding**
- 5. Set Launch Date and Plan First Meeting**
- 6. Develop Operating Procedures**
- 7. Plan Meaningful Action**
- 8. Relevance to Other Governance Structures**

1. CREATE A PLANNING COMMITTEE

Convene a small planning committee to serve as both the face of the working group in the initial start-up period and to provide coordination and technical support. The [Community Resilience Building Workshop Guide \(p4\)](#) recommends convening the planning committee 2-6 months before the intended launch of the larger working group. Furthermore, the planning committee

should identify a work plan for the launch and set specific goals for the initial working group meetings.

The recommended planning team for the County consists of representatives from the following offices/teams:

- **County Supervisor:** A supervisor could provide the political leadership to get stakeholders to the table and communicate the need for collaboration.
- **County Administrator:** The County Administrator's Office has high visibility, political clout, and could unite city and county entities.
- **County DCD:** Provides technical and subject-matter knowledge, including coordinating with BCDC and the ART Reports.

In the lead-up to the working group launch, the planning team will need to conduct outreach to amplify the need for the working group. As a result of time and resource constraints, as well as ideological differences, it is evident that adapting to rising tides is not currently a priority for all stakeholders. Therefore, the planning team must engage in one-on-one meetings with key stakeholders to make the case for why action is needed. Furthermore, the planning team must identify stakeholders that are hesitant to participate and conduct more targeted outreach to communicate both the value of the working group and the threat posed by inaction. In particular, using collaboration as a tool to secure new funding may resonate with cities.

The planning team should develop a preliminary mission statement for the working group, with the understanding that it will change. Draft language is included below to serve as a starting point.

SAMPLE MISSION STATEMENT:

"Permanent and temporary flooding is predicted across Contra Costa County's shoreline, threatening damage to our communities and livelihoods. While cities, the County, community organizations, and businesses have taken individual action to protect against rising tides, greater collaboration is needed. The working group aims to create a space for conversation around how we can better secure our shoreline, as well as obtain the resources we need to turn these visions into action."

2. IDENTIFY WORKING GROUP PARTICIPANTS

The ideal working group participants include all stakeholders in the County with jurisdiction over shoreline land or who are projected to be impacted by rising tides. In addition to government entities, community organizations and the private sector are key to providing a holistic and diverse perspective on shoreline planning.

A. GOVERNMENT AND PRIVATE-SECTOR PARTICIPANTS

The below table captures recommendations on stakeholders to be included within the working group. The membership of the ART Working Group can also be used to inform invitees. The following questions can be used to consider who else may need to be at the table:

- What communities and organizations are most affected by projected flooding? Which of these may not traditionally have a seat at the table?
- What stakeholders hold the most influence in this policy area and are key to have on board?
- What expertise needs to be included in the working group? Expertise is not only technical or professional, but also includes lived experience.

TYPE	INCLUDES ¹²
COMMUNITY	<i>See community engagement section below</i>
CITY	Antioch, Bay Point, Brentwood, Clayton, Concord, Town of Danville, El Cerrito, Hercules*, Lafayette, Pleasant Hill, Port Costa, Rodeo, Martinez*, Richmond*, Town of Moraga, San Pablo*, Oakley, San Ramon, Pittsburg, Orinda, Walnut Creek, Pinole*
COUNTY	Department of Conservation and Development*, Health Services*, Water Agency*, Flood Control and Water Conservation*, Office of Emergency Services*, Mosquito and Vector Control*
DISTRICTS, AUTHORITIES, COMMITTEES	Contra Costa Water District*, West County Wastewater*, Central Contra Costa Sanitary District*, East Bay Municipal Utility District*, East Bay Regional Parks District*, Mt View Sanitary District*, Contra Costa Resource Conservation District, Contra Costa Transportation Authority*, West Contra Costa County Transportation Advisory

¹²This is not an inclusive list. The full list of stakeholders should be determined by initial working group or planning committee. Entities with a * participated in the ART Study West process.

	Committee*, Capitol Corridor Joint Powers Authority*, Bay Conservation and Development Commission*
PRIVATE SECTOR	East Bay Leadership Council, Chevron Richmond Refinery, Philipps 66 Richmond, Pacific Gas and Electric, Point Blue Conservation Science, Tesoro Martinez Refinery*, Plains All American Pipelines*, Southern Counties Oil Co.
OTHER ART WEST WORKING GROUP MEMBERS	<u>Regional, State And Federal Agencies:</u> Association of Bay Area Governments, Metropolitan Transportation Commission, Bay Area Resilience Collaborative, California Department of Transportation District 4, San Francisco Estuary Partnership, San Francisco Bay Trail, State Coastal Conservancy, Federal Emergency Management Agency, NOAA Office for Coastal Management, Office of Assemblymember Tony Thurmond, Office of Representative Mike Thompson <u>Other Private and Non-Profit Organizations:</u> Republic Services, Pacific Gas and Electric, Point Blue Conservation Science, Tesoro Martinez Refinery, Plains All American Pipelines, ESA Associates, Chabot Space and Science Center, Communities for a Better Environment, Environmental Justice Coalition for Water, Breakthrough Communities, East Bay Economic, Development Alliance, Tom Leader Studio, UC Berkeley Office of Environment, Health & Safety

B. COMMUNITY ORGANIZATIONS

Meaningful community engagement is a necessary component of implementing the ART recommendations. In particular, frontline communities must be part of the working group membership. The [Our Communities, Our Power](#) report defines frontline communities as “groups of people who are directly affected by climate change and inequality in society at higher rates than people who have more power in society...People who experience oppression because of race, income, gender, sexual orientation, disability, gender identity, age, etc. are more likely to have less resources and protections in our society in general and even less access to resources and protections not only to adapt to our changing climate but also to pass policies and legislation that are fair and culturally significant.”

Frontline communities not only need to lead in defining the problem and informing solutions, but they are also key to informing the public at large about the threat of rising tides in the County. Suggested community organizations to reach out to include:

- [Contra Costa Interfaith Housing](#): CCIH heals the effects of poverty and homelessness by providing permanent housing solutions and vital support services to highly vulnerable families and individuals.

- [Village Community Resource Center](#): VCRC began in response to the fatal shooting of a 15 year old boy on Village Drive. After being incorporated in 2002, VCRC responded to the need for additional services by expanding its programs to include food distribution, homework assistance, translation and referral services.
- [The Bedford Center](#): The Center's mission is to promote dignity and independence of people with disabilities and special needs.
- [Independent Living Resource of Solano & Contra Costa Counties](#): Independent Living Resources (ILR) is a non-profit organization dedicated to helping people with any type of disability live normal, independent lives. Through education empowerment and advocacy, ILR strives to fully incorporate those with disabilities into the community and eliminate institutional, social and attitudinal barriers that hinder progress.
- [STAND! For Families Free of Violence](#) is a catalyst for breaking the multi-generational cycle of violence, promoting safe and strong relationships, and rebuilding lives
- [Transgender Law Center](#). Transgender Law Center advocates for self-determination for all people.
- [CCC MEDS Coalition](#): CCC MEDS Coalition is a community-based coalition that serves to prevent prescription drug related addiction and overdose deaths through community education, policy change, and advocacy.
- [Rise Up Contra Costa County](#): is a union geared to the needs of highly trained professional and technical employees dedicated to improving governmental services and operations in the San Francisco Bay Area.
- [One Day At A Time](#): ODAT's goal is to provide youth with a supportive network of peers, opportunities for academic and personal growth and exposure to positive transformative experiences.
- [Rotary Club of Antioch](#): the RCA's mission is to local business and professional leaders have been coming together to serve their community and youth since 1947.
- [Environmental Science Academies at High Schools](#): the mission of ESAHS is to empower and build student leaders who are prepared and excited to change the world around them through collaboration, problem-solving and becoming stewards of our environment.
- [Asian Pacific Environmental Network](#): APEN brings together a collective voice to develop an alternative agenda for environmental, social, and economic justice in Asian and Pacific Islander communities. APEN works in West County.
- [Urban Tilth](#): Urban Tilth hires and trains local residents to cultivate agriculture in west Contra Costa County to help our community build a more sustainable, healthy, and just food system.

- [Interfaith Council of Contra Costa County](#). ICCC is a collection of 110 congregations, monasteries and retreat centers that join to make Contra Costa County a better place. Sustainability issues are among the topics on which ICCC works.

The following resources provide more information on how to center frontline communities within resilience strategies:

- [Our Communities, Our Power](#): The NAACP provides an in-depth guide on how to convene communities and action around environmental issues that center people of color and frontline communities.
- [Community Resilience Building](#): “is a unique, ‘anywhere at any scale’, community-driven process, rich with information, experience, and dialogue, where participants identify top hazards, current challenges, strengths, and priority actions to improve community resilience to all natural and climate-related hazards today, and in the future.”

C. STRATEGIZE PRIVATE SECTOR ENGAGEMENT

Potential private sector partners include:

- Tesoro Golden Eagle Martinez Refinery (owned by Andeavor)
- Martinez IT Vine Hill Complex and Acme Landfills
- Tesoro Martinez and Shell Martinez refineries
- Chevron Richmond Refinery
- Republic Services
- Pacific Gas and Electric
- Plains All American Pipelines
- East Bay Economic Development Alliance
- Agriculture/farms

Resources for private sector engagement include:

- [Holistic Toolbox for Private Sector Engagement in Development Co-Operation](#): Outlines key principles for engaging with the private sector around development outcomes.
- [Businesses Acting on Rising Seas](#): A report meant to inform businesses about how rising tides may affect them, and how businesses around the country are contributing to resiliency efforts. Case studies and sample language could be found in this report.
- [Guide to Public-Private Collaboration on Climate Resiliency Planning](#): Report outlines messages that resonate with business around the importance of climate resilience planning as well as outlines key considerations in engaging with the private sector.

B. SAMPLE COMMUNICATIONS LANGUAGE

There are two primary messaging needs: 1) that **rising tides are a prevalent threat** and 2) **action is needed that must be initiated** through a working group. Below is a sample of some of the language the ART West Study outlines as the impacts and opportunities for different sectors. These can serve as a starting point for communicating the impact of rising tides and the opportunities that a working group can provide. Economic impacts might resonate most with cities that are more resource-constrained or may not have a prominent focus on sustainability or climate resilience. Environmental impacts might be useful when reaching out to community based advocacy organizations, elected officials with a climate justice focus, and other non-governmental organizations.

 E C O N O M I C	
IMPACTS	OPPORTUNITIES
<p>Industry: "Industrial land uses provides...jobs for residents, goods and products needed in other parts of the region, and tax revenue to the cities and the county. Damage or disruption ... could result in high costs due to lost productivity, as well as the replacement or repair of buildings, specialized equipment, and goods stored onsite. Temporary or permanent closures of industrial operations of all kinds could have broad economic impacts throughout the region, particularly if heavy industrial facilities such as the refineries are damaged or their connections to goods movement infrastructure is disrupted."</p> <p>Transportation: "Interstates in the project area are critical to both the flow of goods and the ability of commuters to access local and regional jobs... In particular, workers who rely on vulnerable public transit assets or roads may be unable to get to work, affecting not only their wages but the economy of the region as a whole."¹³</p>	<p>Industry: "Commercial and industrial facilities provide jobs, goods, critical services, and opportunities for economic development and growth. Commercial businesses are an important part of community function as community members tend to shop and access services, including medical and dental services, near where they live and work. In addition, community members with limited mobility and those that rely on public transit typically have limited options for travelling outside of their neighborhood to access jobs, necessary services and critical goods."¹⁵</p> <p>Goals: "Maintain and improve local economic vitality and access to diverse employment opportunities by preserving the function of major employment centers, infrastructure and utilities. Recognizing Contra Costa County's regional refining and goods movement role, ensure the energy and transportation</p>

¹³ ART, pg. 139

¹⁵ ART, pg. 27

<p>Services: "... disruption of power, access to goods, services and jobs; can strain local disaster response and recovery resources; and, result in economic losses if job sites, government services, and businesses are disrupted by a loss in communications, utilities, or goods or commuter access."¹⁴</p>	<p>sectors and the interconnected networks and systems they rely on are resilient."¹⁶</p> <p>Questions related to potential Economic Benefits: Will the action promote or retain jobs? Will the action maintain commuter movement? Will the action maintain goods movement? Will the action reduce service or network disruptions?¹⁷</p>
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 <p>E N V I R O N M E N T A L</p>	
<p>IMPACTS</p>	<p>OPPORTUNITIES</p>
<p>Hazardous Materials: "The release of persistent and mobile hazardous materials can have long-lasting and far-reaching consequences on wildlife and habitats, and can affect water quality."¹⁸</p> <p>Marinas: "Marinas create, store, and transport hazardous materials like fuel and motor oil. If these facilities are flooded, hazardous materials may be mobilized and lead to impaired water quality and environmental habitat degradation."¹⁹</p> <p>Transportation: "Disruption of local streets and roads that public transit relies on could cause more individuals to drive, which could affect air quality. In addition, the loss of a portion of the transportation network may increase congestion, potentially resulting in greater emissions and lower fuel</p>	<p>Open Spaces: "Bay Trail segments provide nature viewing and environmental education opportunities that may be lost if the trail is flooded or damaged. Damage of the trail can also increase erosion and result in impacts to the natural areas surrounding the damaged trails segments."²²</p> <p>Economic: "A solid understanding of the risk that water management systems face will help lay the foundation for developing, evaluating, and implementing strategies that balance protecting public safety, growing the economy, and providing community and environmental benefits to ensure a vibrant and resilient future."²³</p> <p>Goals: "Protect and improve the environment by preserving and restoring habitat, continuing to</p>

¹⁴ ART, pg. 15
¹⁶ ART, pg. 20
¹⁷ ART, pg. 179
¹⁸ ART, pg. 42
¹⁹ ART, pg. 88
²² ART, pg. 90
²³ ART, pg. 140

efficiency. Lastly, prolonged flooding of segments of an interstate, such as I-680, that are adjacent to natural areas and marshes could cause trash and pollutants to mobilize and stress habitat.”²⁰

Flood Protection: “If the creeks and channels cannot provide adequate flood protection, there could be disruptions to local roads, damage to energy services, shutdowns to treatment plants serving residents and businesses, and lack of railroad service. This loss of goods, services and jobs will have a significant impact on the regional economy.”²¹

improve air and water quality, and safely addressing contaminated lands. Promote the use of natural and nature-based approaches where possible and appropriate to improve community and economic resilience.”²⁴

Questions related to Environmental Improvement: Will the action create or maintain appropriate habitat and biodiversity? Water quality: Will the action maintain or improve water quality? Nature based: Will the action promote grey to green, nature-based solutions?²⁵



IMPACTS	OPPORTUNITIES
<p>Workplace Consequences: “The disruption or closure of industrial land uses can have significant consequences for employees as loss of access to the workplace can cause lost wages. Loss of these facilities may also have consequences on the people within the county and the region, as the industrial land uses within the county produce and provide a number of critical goods and products used in many other sectors. Unexpected flooding of facilities that store hazardous materials can also result in public health impacts in nearby communities.”²⁶</p>	<p>Building Relationships: “By increasing knowledge sharing between first responders and community members, not only will the planning be stronger, but also relationships between those that may be in need and those that are responding to those needs will be improved. For example, inclusion of community members and leaders in planning can ensure the use of culturally and ethnically appropriate communication methods during an emergency.”³⁰</p>

²⁰ ART, pg. 139
²¹ ART, pg. 157
²⁴ ART, pg. 20
²⁵ ART, pg. 179
²⁶ ART, pg. 37
³⁰ ART, pg. 168

Information: "Social networks strength and community capacity can be limited if community members have limited information about the specific characteristics and/or needs of individuals and households in their community, and/or surrounding neighborhoods."²⁷

Cost to Community: "The broader community of taxpayers and ratepayers may also bear some of the expense of rebuilding areas even if they do not themselves live in affected areas."²⁸

People: "People are the workers, students, clients, customers, neighbors, volunteers and members that make up our cities, communities and region. People are responsible for creating the social and personal support networks, the culture and values, and the local economies that contribute to the resilience of communities. It is critical, therefore, to understand the unique needs, challenges and strengths of the people within each community when evaluating the potential risks faced from hazards such as flooding, sea level rise, and storm events."²⁹

Sustainability: "Effects on communities and services on which they rely, with specific attention to disproportionate impacts due to inequalities."³¹

Society and Equity: "Goals support communities, and in particular those with characteristics that could make them more vulnerable, in accessing affordable, safe and healthy housing, utilities and services, recreational opportunities, transportation and transit, and information about risk. Protect the health, safety and welfare of all who live, work and recreate in Contra Costa County."³²

Facilities: "Community facilities that could potentially serve as gathering locations or places for emergency information centers include the public schools, [and] large churches."³³

Questions related to social benefits: Will the action protect public health and safety? Will the action protect especially vulnerable community members? Will the action preserve community function, and/or advance other community objectives? Will the action maintain recreational or educational opportunities?

C. OTHER COMMUNICATIONS RESOURCES

There are many frameworks that can be used to create an effective communication strategy. Below are several resources that the planning team could use when developing communications and conducting outreach campaigns:

- [Climate Action Business Association](#): Provides guidance and support down a pathway of increasing engagement in climate work through three program areas: sustainability, political advocacy, and community.

²⁷ ART, pg. 104

²⁸ ART, pg. 71

²⁹ ART, pg. 90

³¹ ART, pg. 7

³² ART, pg. 20

³³ ART, pg. 100

- [Opportunity Agenda](#): The Opportunity Agenda synthesizes and translates research on barriers to opportunity and corresponding solutions; uses communications and media to understand and influence public opinion; and identifies and advocates for policies that improve people's lives.
- [Story-based Strategies](#): links movement building with an analysis of narrative power and places storytelling at the center of social change.
- [The Spitfire Strategies SmartChart 3.0](#): An exercise that helps you evaluate your audience and what type of messaging strategies will resonate with their interests and constraints.

4. IDENTIFY RESOURCES NEEDS AND SECURE BASIC FUNDING

While the working group is not as resource-intensive as other governance strategies, it still requires staffing and an operational budget.

A. STAFFING

We recommend hiring one person part-time or intern to coordinate working group activities. However, these responsibilities might be wrapped into an existing job, depending on where the working group is housed.

Specific responsibilities include:

- Coordinate time and location of meetings
- Issue meeting invitations and track attendance
- Develop and disseminate agenda items
- Take notes during working group meetings
- Provide follow-up support to action items that result from working group plans
- Apply for grants, depending on the types of activities the working group decides to take on

B. OPERATIONAL BUDGET

Funding for general operating expenses of the working group may depend on where the initiative is housed. Costs might include:

- 1 part-time staff member
- Copying and printing
- Reserving rooms

- Independent facilitator

C. PROJECT-SPECIFIC FUNDING

See the funding section in **APPENDIX A** for information on project-specific funding sources.

5. SET LAUNCH DATE AND PLAN FIRST MEETING

The Community Visioning Handbook ([page 16](#)) discusses important questions and agenda items for the first planning meeting, such as thinking about the goals of a working group launch. The agenda items around logistics ([pages 18-22](#)) may also be useful in thinking through logistics, agenda items, facilitators, and recruitment strategies.

The Community Resilience Building Workshop Guide ([page 5](#)) recommends two formats for the initial working group launch:

- One, 6-8 hour meeting
- Two, 4-6 hour meetings held about two weeks apart

The launch meeting should open and close in a large group plenary with all of the attending stakeholders. However, breakout discussions will allow for more open communication than is possible within large-group format. Breakout discussions could be sector-specific, regional specific, or randomly assigned. Because part of the working group goal is to encourage collaboration between different parts of the county, we recommend randomly assigning breakout groups.

Other resources that may help with deciding on how to launch and facilitate the working group:

- [Section B-F of the Community Resilience Building Workshop Guide](#): In-depth recommendations on how to format large-group discussions around climate resilience that speak to both each stakeholder's interests and a broader community vision.
- [Community Visioning Handbook, page 23-28](#): Sample agendas, breakout group discussion questions, and suggestions for framing opening statements.
- [Facilitating Large Group Meetings That Get Results Every Time](#): Guidelines for facilitating meetings that have a large number and diversity of participants.
- [Introduction to Planning and Facilitating Effective Meetings](#): Contains questions to consider when creating an agenda, deciding on a facilitator, and tools for facilitating large group decision-making.

6. DEVELOP A MISSION STATEMENT & OPERATING PROCEDURES

At the outset, the working group should agree on how it will collaborate with one another, and what the expected roles and responsibilities look like. The following questions, discussed by either the planning committee or the working group as a whole, can help set those expectations:

- What time commitment is expected from stakeholder? How often will the working group meet, and how long are meetings?
- Are other resources, besides time, expected from participants?
- What are the ground rules for discourse and conversation?
- How will agendas items be added and decided upon?
- How will discussions be facilitated? How can input be collected to ensure that all have a say in activities that move forward?
- How will big decisions be made? When and how might voting play a role?
- Who will be charged with facilitating meetings, ie: moving through agenda items at a timely pace?
- How will notes and action items be distributed, and to who?
- How will relevant information be communicated, such as through an email listserv?

The working group should work collaboratively to determine its goals and agree on shared values that will guide its work. After initial brainstorming, the working group could review the goals set out by the ART Working Group to compare and edit. The process of creating a mission statement should be collaborative. There are many ways to structure this process, which the below links cover:

- [Our Communities, Our Power p 47](#): Hosting community forums and then compiling ideas into a draft that is then available for public comment before finalizing.
- [Community Visioning Handbook](#): Sample agendas and questions for convening large group discussions and developing a community vision.
- [Community-Driven Climate Resilience Framework](#)
- [Ten Principles for Building Resilience](#)

7. PLAN MEANINGFUL ACTIONS

We strongly recommend that the working group planning committee and/or the working group itself review the [ART West Adaption Response Sheets](#) for potential projects that the working group

could take on. However, to start with, the working group should simply undertake information sharing and reviewing what rising tides mean for the County's future. Below are suggested agenda items or projects that the working group could take on at different stages of collaboration.

A. Initial Agenda Items/Areas for Collaboration

Note: it would be useful to have a representative from BCDC be a part of these sessions to help answer technical questions.

- Learn how to use the [Adapting to Rising Tides Explorer](#) and understand what sea level rise predictions mean. What are the different scenarios that could alter sea level rise predictions?
- Use ART report to review assets within each stakeholder's jurisdiction that are prone to flooding. Focusing on assets that are county-wide, such as transportation, may be good ways of building initial buy-in.
- Review project-specific maps so that stakeholders understand what areas are most at risk:
 - [Shoreline and Open Space](#)
 - [Transportation and Energy](#)
 - [Business](#)
 - [Housing and Public Services](#)
 - [Industry](#)
 - [People](#)
- Review flood predictions from various studies outside of the ART projects as a way of showing that various data sources predict similar outcomes, such as:
 - [FEMA Flood Maps](#)
 - [NOAA Coastal Flood Exposure Mapper](#)
- Share information on what stakeholders are doing around adapting to rising tides and what their biggest priorities are.
- Share information on what each stakeholder views as the biggest barrier in seeing the desired work around adapting to rising tides.
- After reviewing areas of vulnerability, discuss which geographic, sectoral, or planning vulnerabilities are most important to each stakeholder.

B. Public Education Campaigns

Public education is critical to successfully acting on rising tides. Understanding sea level rise predictions can be difficult, especially because the predictions often range widely. If citizens do not view adaptation as a priority, then elected representatives will be less likely to spearhead

action. Furthermore, communities may be able to implement smaller-scale changes at the household level that mitigate potential damage from flooding. Therefore, the working group could take on public education campaigns that help communities understand the threats and opportunities of climate resilience and how they can contribute to adaptation work.

One example, drawn from the [ART West Adaptation Strategies Appendix](#), is:

- **People - FUNC6:** Non-English speakers, people with disabilities, such as vision and hearing impairment, and socially isolated individuals and households may face communication difficulties in responding to and preparing for flooding
 - Develop trainings and educational materials, including CERT, in the languages that community members speak, including sign language and braille
 - Disseminate best available flood and climate risk information, in multiple languages and formats, through community-based organizations

C. Larger Projects/Initiatives

Note: The below are a sample the actions published in the [ART West Adaptation Response Sheets](#). The title indicates which spreadsheet and section the action was pulled from.

- **Water Management (INFO1):** Develop new or improve existing watershed-specific hydraulic models to evaluate the capacity of the stormwater system to store and drain rainfall runoff as sea levels, groundwater and precipitation patterns change
- **Water Management (INFO2):** Incentivize or require critical stormwater system information to be collected and made available in a geo-referenced or GIS format
- **Water Management (INFO2):** Adopt data management and sharing agreements among public and private stormwater infrastructure owners and managers to ensure complete, high quality, and accessible asset information is available for system vulnerability and risk assessments
- **Public Services Responses (GOV):** Review and update health care facility emergency plans to address current and future coastal and riverine flooding including contingencies and secondary impacts that are broad-scale (e.g., county or Bay Area-wide) and/or severe (e.g., long-lasting and/or deep inundation)
- **Public Services Responses (FUNC1):** Evaluate the continued siting of healthcare facilities in areas at risk from current and future flooding, in particular those areas that are difficult or expensive to protect, evacuate, or rebuild in a manner ensuring public health, safety and welfare
- **Public Services Responses:** Develop Plans and Procedures To...

- obtain or distribute specialized equipment needed to either shelter-in-place or evacuate at-risk, less mobile, or medically dependent populations
 - address the need for short-term sheltering and long-term housing of mobility and medically dependent community members
- **Transportation (FUNC4):** There are very limited alternatives to re-route goods movement if I-580 was disrupted, especially because this segment in the project area supports truck traffic to/from the Ports of Oakland and Richmond, and re-routing truck traffic can be challenging due to road-use restrictions.
 - Review and improve understanding of critical partners, timelines, and pathways for goods movement to/from the Port of Oakland and the Port of Richmond
 - Conduct an economic analysis of the consequences of goods not being delivered to/from the Ports of Oakland and Richmond to inform understanding of the economic consequences that could occur if I-580 was disrupted
 - Develop contingency plans for re-routing goods from I-580, including developing secondary markets and alternative transportation options
- **People - FUNC6:** Non-English speakers, people with disabilities, such as vision and hearing impairment, and socially isolated individuals and households may face communication difficulties in responding to and preparing for flooding
 - Develop and maintain a centralized database of nonprofit, community, and faith-based organizations, equipment and service providers, and others that can communicate with communities at risk in the languages they speak
- **Contaminated Lands - GOV1:** Most Brownfield sites are privately owned, and cleanup depends in part on being able to locate the responsible party and on these parties having the necessary funds to undertake the cleanup. Where responsible parties cannot be found or do not have sufficient funds, the cleanup process may be delayed or public funds must be used.
 - Establish lead agency and develop agreements among institutions that regulate or manage Brownfield sites to collect, manage, and share the data necessary to understand Brownfield site vulnerability to sea level rise using consistent methods

8. RELEVANCE TO OTHER GOVERNANCE STRUCTURES

The working group can share information or take on coordinated campaigns. It can also serve as a planning and visioning team for larger initiatives that require other governance structures listed in Section A. For example, the larger initiatives described in Section B – 7 may require that stakeholders outline roles, responsibilities, and resource sharing using a Memorandum of Understanding. Particularly large initiatives that are broadly supported may be better managed under a JPA or under an existing agency’s jurisdiction. The working group can serve as a launching pad and place to plan those other governance structures.

APPENDIX A: FUNDING SOURCES

The below funding sources represent a variety of funding opportunity types. While they are below divided them by local, state, and federal-level sources, they also vary in aspects such as grants vs. loans and funding sources vs mechanisms.

1. LOCAL FUNDING MECHANISMS

A. COMMUNITY BENEFIT ASSESSMENT DISTRICT

(Below text from [San Mateo County](#))

"[A] special assessment, sometimes described as a local assessment, is a charge imposed on particular real property for a local public improvement of direct benefit to that property, as for example a street improvement, lighting improvement, irrigation improvement, sewer connection, drainage improvement, or flood control improvement. Pursuant to Proposition 218, formation of an assessment requires a weighted vote based on the proposed assessment of each parcel of 50+%).

Advantages (San Mateo County): An assessment is tailored to benefits received by each parcel within an assessment district, and where collected through a county property tax bill, it is a relatively reliable source of revenue for a public agency.

Disadvantages (San Mateo County): The primary disadvantage of an assessment district is the cost of the process associated with preparing an assessment and the associated voting process. An agency must prepare a detailed engineers report in support of an assessment, and run a ballot proceeding, typically with an informational campaign where an assessment covers a large area. In addition, assessments must be squared with property tax rolls annually to ensure that they reflect changes in parcels occurring through each year, and may be perceived in competition with other financial needs."³⁴

B. COMMUNITY FACILITIES DISTRICT TAX

(Below text from [San Mateo County](#))

³⁴ "San Mateo County – New Agency Proposal: Governance Matrix Technical Memorandum." Resilient San Mateo. October 2018. https://resilientsanmateo.org/wp-content/uploads/2019/01/Governance-Matrix-TM_102918_FinalV2.pdf

“Special taxes in the context of a financing district are imposed through a Community Facilities District (CFD). A CFD special tax is levied on parcels within the district, similar to a special assessment; however, there is no need to distinguish special from general benefit. CFDs provide the most flexible tool for channeling benefits that accrue to private landowners and their tenants into funding resilient infrastructure (NHA, 2018).

If the CFD has 12 or more registered voters, then two-thirds of voters must authorize the special tax on a one-person, one-vote basis. An advantage of CFDs compared to special assessment districts is that parcels can annex into an existing CFD as long as the annexed parcels follow the same approval requirements.

Advantage: The jurisdiction forming the district has as wide discretion to create the special tax formula to maximize both revenue and landowner support, so long as the formula does not mimic an ad valorem approach (percent of assessed value). To fund resilient infrastructure, the CFD can levy special taxes on the basis of exposure to rising sea levels and amount of property protected (e.g. building square footage). Furthermore, the special tax formula can subsidize lower income households or senior citizens. This great flexibility makes CFDs an attractive compared to special assessment districts, in spite of the higher approval hurdle (two-thirds versus simple majority) (NHA, 2018).

Disadvantage: CFDs are typically formed by jurisdictions in cooperation with developers seeking to finance infrastructure to support development of undeveloped property. For resilient infrastructure this makes CFDs highly applicable to finance and maintain flood control projects for vacant lands undergoing development (NHA, 2018). This may not be applicable for wide stretches of San Mateo County coastline.”³⁵

2. COUNTY FUNDING

“[Contra Costa County’s Capital Improvement budget] includes a recommended budget for Minor Capital Improvements of \$1.5 million, which is available for minor improvements and deferred maintenance when there is no other funding available; \$12.55 million for Facilities Lifecycle Improvements, which reflects the amount allocated to deferred facilities maintenance (\$2.55 million) and capital renewal from the County’s Tax Losses Reserve (\$10.0 million); and also includes funding for the Plant Acquisition cost center, an allocation of general purpose revenue in the amount of \$5 million, intended as an on-going resource for construction and repair of County facilities. The monies are intended for capital projects and/or debt service on the borrowing for

³⁵ Ibid.

the new Administration Building and new Emergency Operations Center (EOC)/Public Safety building program.

The County is currently in contract for the development of a comprehensive Capital Improvement Plan (CIP). As work is performed on the CIP and the multi-year capital plan is established, the County will develop a more sophisticated/improved method to implement and monitor the capital budget.”³⁶

3. STATE FUNDING

A. CALIFORNIA WATER BOARD: STORM WATER GRANT PROGRAM (PROPOSITION 1)

The Storm Water Grant Program can fund development of Storm Water Resource plans and project-specific planning. The grant can also be applied to [multi-benefit storm water projects](#) such as “green infrastructure, rainwater and stormwater capture projects and stormwater treatment facilities.”

There is not a regular open window for applications, although the next round will begin in Summer 2019. \$90 million total is still available and grants range from \$45,837 to \$10,000,000.

- [Program overview](#)
- [Program guidelines and eligibility](#)
- [Funded projects list](#)

B. CALIFORNIA STATE WATER REVOLVING FUND

The CWSRF program aims to provide “low-cost financing to protect California’s waters from pollution” by providing below-market interest rate on loans for a variety of projects.³⁷ Eligible projects broadly include construction of public treatment facilities, projects that address water pollution, and estuary conservation and management.

The County could use the CWSRF to fund point and nonpoint source projects such as:

- Measures identified in Total Maximum Daily Loads;

³⁶ Contra Costa County, Fiscal Year 2019-2020 Recommended Budget

³⁷ “Clean Water State Revolving Fund Forms and Instructions.” [California Environmental Protection Agency](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_forms.shtml). <https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_forms.shtml>

- Stormwater and dry weather runoff reduction from Municipal Separate Storm Sewer Systems;
- Conservation measures to reduce sediment and non-point discharges;
- Ammonia discharge reduction from publicly-owned treatment works (POTWs);
- Urban and agricultural water use efficiency to reduce demands on the Delta and reduce runoff of pesticides to the Delta;
- Implementation of non-point source projects under the state’s Section 319 program;
- Implementation of watershed projects;
- Implementation of measures under the San Francisco Estuary Blueprint; and
- Measures to promote water conservation, efficiency, or reuse that can decrease demands on the Delta.³⁸

Applications are accepted on a continuous basis. The yearly average for the [CWSRF program](#) as a whole is \$450 million, and individual projects can range from under \$1 million to over \$100 million. More information on the application process can be found on the [State Water Control Board](#).

San Francisco Bay/Sacramento-San Joaquin Delta Estuary (Bay-Delta) Staff from the State Water Board and the Central Valley and San Francisco Bay Regional Water Boards coordinate the Water Boards’ activities in the San Francisco Bay and Sacramento-San Joaquin River Delta (Bay-Delta). The Bay-Delta Team is charged with developing the Water Boards’ short and long-term efforts for addressing impacts to the beneficial uses of water in the Bay-Delta. In December 2018, the State Water Board adopted a Bay-Delta Water Quality Control Plan for the lower San Joaquin River and Southern Delta. The State Water Board is in the process of developing and implementing updates to the Bay-Delta Water Quality Control Plan for the Sacramento River and tributaries, and the Central Valley and San Francisco Bay Regional Water Boards continue with their efforts to protect beneficial uses in the Bay-Delta watershed.

C. COASTAL CONSERVANCY GENERAL GRANTS

The State of California Coastal Conservancy issues grants on a continuing basis for “property acquisition and project planning, design, and/or construction” that also meet objectives stated in the Conservancy’s [Strategic Plan](#). On-the-ground projects are preferred over “regional planning,

³⁸ California Clean Water State Revolving Fund, Proposition 1, and Proposition 68 Intended Use Plan 2019-2020

research, monitoring, and assessments.”³⁹ Sea-level rise vulnerability is a key criteria for funding and therefore can be of particular benefit for the County.

There are no minimum or maximum grant amounts and applications are accepted on a continuous basis.

- [Application requirements](#)
- [Selection criteria and Program Guidelines](#)
- [Strategic Plan](#)

D. COASTAL CONSERVANCY: PROPOSITION 1 GRANTS

The State of California Coastal Conservancy receives funds from Proposition 1 and issues grants three times a year. The grants are for “multi-benefit ecosystem and watershed protection and restoration projects.”⁴⁰ They also specifically provide local assistance under the Delta levee maintenance subventions program, special flood protection projects, levee improvement projects that increase the resiliency of levees within the Delta to withstand earthquake, flooding, or sea level rise, and emergency response and repair projects. Furthermore, current priority programs are “water sustainability improvements, anadromous fish habitat enhancement, wetland restoration and urban greening.”⁴¹

Applications open three times a year. There is no maximum or minimum funding requirement, and previously awarded grants range from \$33,645 to \$2,000,00.

The County has previously used Proposition 1 grants to fund the [Horse Valley Creek and Wetland Restoration](#). The County could take advantage of the water sustainability and wetland restoration priority areas to fund projects along the shoreline.

- [Program and application overview](#)
- [Overall guidance on selection criteria](#)
- [Master list of Proposition 1 awardees](#)

³⁹ “Grant Application.” Coastal Conservancy. <http://scc.ca.gov/grants/grant-application/>

⁴⁰ <http://scc.ca.gov/grants/proposition-1-grants/>

⁴¹ <http://scc.ca.gov/grants/proposition-1-grants/>

E. CALIFORNIA COASTAL CONSERVANCY: PROPOSITION 68

[Proposition 68](#) provides funding for “creating parks, enhancing river parkways, and protecting coastal forests and wetlands, as well as “funding for outdoor access, lower cost coastal accommodations and climate adaptation.”

Funding is divided into regional and general categories. The categories most relevant to the County include:

- San Francisco Bay Restoration Authority projects (\$20 million)
- Lower Cost Coastal Accommodations (\$30 million)
- All Coastal Conservancy Purposes (\$85 million)
- Coastal Forest Watersheds (\$20 million)
- Acquisition of parcels to protect and restore habitat associated with estuarine lagoons and designated wildlife areas (\$5 million)
- San Francisco Bay Area Conservancy – Climate Adaptation (\$14 million)

Furthermore, 15-20% of the funding in each category must go towards severely disadvantaged communities, defined as communities where the median household income is less than 60% of the state average. Oakley, Antioch, Pittsburg, Martinez, Richmond, and San Pablo have shoreline communities that are [categorized as severely disadvantaged](#).

Pre-proposals are accepted on an ongoing basis. There is no specified minimum or maximum grant amount.

- [Program Guidelines and criteria for selection](#)
- [Map and search tool of severely disadvantaged communities](#)

F. COASTAL CONSERVANCY: EXPLORE THE COAST GRANT

The State of California Coastal Conservancy issues Explore the Coast Grants for a “wide range of programs that bring people to the coast.” While many of its programs are aimed at helping underserved communities visit and learn about California’s coast, the program also funds programs around stewardship of coastal resources, public education programs, or coastal-related programs that focus on low-income communities and schools.

The maximum grant award is \$50,000 and applications are open once a year, with applications usually due around April.

The County might be able to use this grant to fund education campaigns around the impact of rising tides, especially within low-income communities. It could also be used as a way to bring citizens from central Costa County to parks on the shoreline as part of an education initiative around the impact of coastal lands.

- [Application Process Overview](#)
- [Previously funded projects](#)

G. CALIFORNIA COASTAL COMMISSION: WHALE TAIL GRANTS

The California Coastal Commission issues [Whale Tail grants](#) annually to “teach California's children and the general public to value and take action to improve the health of the state's marine and coastal resources.”

In particular, grants can be directed towards:

- shoreline cleanup and enhancement programs (such as Adopt-A-Beach);
- youth education programs;
- programs for educating the general public

Grants are also directed towards two specific subcategories of programs:

- projects addressing climate change as it relates to the ocean or coastline; and
- grants for organizations with annual operating budgets of \$500,000 or less, that are working with underserved communities

The Whale Tale grant is focused on [coastal projects](#), and specifies that “...if a project will take place in an inland area or on a bay, the proposal should address how the project includes coastal and marine educational content, including a description of how the connections between bays or inland areas and the coast and ocean will be emphasized.”

Whale Tail Grants are issued once a year with maximum awards of \$50,000, although 25-50% will be grants under \$12,000. Applications typically open around Labor Day.

The County might be able to use the grant to fund education campaigns around the impact of rising tides, especially if the proposal speaks specifically to the sub-category of addressing climate change.

- [Program Eligibility Requirements](#)
- [Overview of previous winners](#)

4. FEDERAL FUNDING

The below descriptions are drawn from the federal agency websites.⁴² Grants.gov also has a list of the most updated grant and loan opportunities available from the federal government.

A. FEMA: THE HAZARD MITIGATION GRANT PROGRAM

"FMA is authorized by the National Flood Insurance Act of 1968, as amended (NFIA), with the goal of reducing or eliminating claims under the National Flood Insurance Program (NFIP). FMA funding is available through the National Flood Insurance Fund (NFIF) for flood hazard mitigation projects as well as plan development and is appropriated by Congress.

States, territories, and federally-recognized tribes are eligible to apply for FMA funds. Local governments are considered sub-applicants and must apply to their Applicant State, territory, or federally-recognized tribe."⁴³

B. U.S. DEPARTMENT OF AGRICULTURE (USDA) ACQUISITION OF FLOODPLAIN EASEMENTS AND GRANTS FOR FLOOD RISK REDUCTION PROJECTS

"The Environmental Quality Incentives Program (EQIP) provides financial and technical assistance to agricultural producers to address natural resource concerns and deliver environmental benefits such as improved water and air quality, conserved ground and surface water, reduced soil erosion and sedimentation, and improved or created wildlife habitat.

⁴² Flood Resilience and Risk Reduction: Federal Assistance and Programs, Congressional Research Service, July 25, 2018

⁴³ Hazard Mitigation Assistance Guidance Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program. February 27, 2015

This voluntary conservation programs helps producers make conservation work for them. Together, NRCS and producers invest in solutions that conserve natural resources for the future while also improving agricultural operations.

Through EQIP, NRCS provides agricultural producers with financial resources and one-on-one help to plan and implement improvements, or what NRCS calls conservation practices. Using these practices can lead to cleaner water and air, healthier soil and better wildlife habitat, all while improving agricultural operations. Through EQIP, you can voluntarily implement conservation practices, and NRCS co-invests in these practices with you.”⁴⁴

C. THE NATIONAL COASTAL WETLANDS CONSERVATION GRANT PROGRAM (United States Fish and Wildlife Financial Assistance)

“Annually provides grants of up to \$1 million to coastal and Great Lakes states, as well as U.S. territories to protect, restore and enhance coastal wetland ecosystems and associated uplands. The grants are funded through the Sport Fish Restoration and Boating Trust Fund, which is supported by excise taxes on fishing equipment and motorboat fuel”.⁴⁵

⁴⁴ “United States Department of Agriculture, Environmental Quality Incentives Program.” Natural Resources Conservation Service. <https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/financial/eqip/>.

⁴⁵ “The National Coastal Wetlands Conservation Grant Program.” US Fish and Wildlife Assistance. <https://www.fws.gov/coastal/coastalgrants/>.

APPENDIX B: ASSET MAP BY CITY

Cities noted with an asterisk (*) were included in the ART Study West. Remaining cities will be assessed in the ART Study East, so assets listed for these cities are similar to what was included in the completed ART Study West. The below chart can help the working group planning committee assess the incentives and constraints faced by each of the participating cities, and to develop a messaging and engagement strategy.

City	Geography & Pop	Assets & Notes	Financial	Potential Support
Antioch	Pop: 102,372 Area (sq mi) City: 30.12 Land: 29.35 Water: 2.52%	Antioch Unified School District Transportation - Antioch Bridge, Amtrak station, and BART National Register of Historical Places: Black Diamond Mines, Butler Hard House, Riverview Union High School Building and Shannon-Williamson Ranch Hospitals - 10	<i>Capital Projects Funds</i> 17-18 \$4,263,325 <i>Total Revenue</i> \$124,738,686	<u>Government</u> - Mayor Sean Wright - CA Sen. Steve Glazer - Asm. Jim Frazier - US Congress Jerry McNerney and Mark DeSaulnier
Brentwood	Pop: 51,481 Area (sq mi) Total: 14.86 Land: 14.85 Water: 0.13%	Liberty Union High and Brentwood Union School Districts and Brentwood Los Medanos College Campus Delta Patrol Station (DPS) Agriculture remains central to economy, and wineries are growing in popularity; no heavy industry Los Vaqueros Reservoir	<i>Capital Funds (2018 Fund Balance Reserve)</i> \$30,548,568 <i>Total Fund</i> \$449,766,729	<u>Government</u> - Mayor Robert Taylor - CA Sen. Steve Glazer - Asm. Jim Frazier - U. S. Congress Jerry McNerney
Clayton	Pop: 10,897 Area (sq mi) Total: 3.84 Land: 3.84 Water: 0.00	Does not directly touch the Delta.	<i>Capital Improvement</i> \$2,746,513 <i>Total Budget</i> \$13,447,028	<u>Government</u> - Mayor Jim Diaz - CA Sen. Steve Glazer - Asm. Tim Grayson - U. S. Congress Mark DeSaulnier
Concord	Pop: 122,068 Area (sq mi) Total: 30.54 Land: 30.54 Water: 0.00	Does not directly touch the Delta. Pop. exposed to flooding - 44 ⁴⁶ Mt. Diablo USD Buchanan Field Airport, Concord Army Air Base	<i>Capital Grants</i> \$14.1 million <i>Total Revenues</i> \$130.9 million	<u>Government</u> - Type City Council/City Manager - Mayor Carlyn Obringer - CA Sen. Steve Glazer - Asm. Tim Grayson - U.S. Congress Mark DeSaulnier
Town of Danville	Pop: 42,039 Area (sq mi)	Does not directly touch the Delta.	<i>Capital Appropriations</i> 18-19	<u>Government</u> - Mayor Robert Storer

⁴⁶ ART, pg. 93

City	Geography & Pop	Assets & Notes	Financial	Potential Support
	Total: 18.08 Land: 18.08 Water: 0.00	San Ramon Valley Unified	\$10,388,808. <u>18-19, Total Revenues</u> \$137,847,199	- CA Sen. Steve Glazer - Asm. Rebecca Bauer-Kahan - U.S. Congress Mark DeSaulnier and Eric Swalwell
El Cerrito	Pop: 23,549 Area (sq mi) Total: 3.66 Land: 3.66 Water: 0.00	Does not directly touch the Delta.	<u>Capital Projects Funds</u> \$1,327,149 <u>Total Funds</u> \$44,489,747	<u>Government</u> - Mayor Pardue-Okimoto - CA Sen. Nancy Skinner - Asm. Buffy Wicks - U. S. Congress Mark DeSaulnier - County Board District 1: John Gioia
Hercules*	Pop: 24,060 Area (sq mi) Total: 19.98 Land: 6.41 Water: 65.87%	Neighborhood-Scale Area - Northern part of Chelsea Bay Neighborhood ⁴⁷	<u>City Capital Projects</u> N/A <u>17-18 Balance</u> \$36,562,317	<u>Government</u> - Mayor Chris Kelley - CA Sen. Nancy Skinner - Asm. Buffy Wicks - U. S. Congress Mike Thompson
Lafayette	Pop: 23,893 Area (sq mi) Total: 15.21 Land: 15.05 Water: 0.17, 1.08%	Lafayette Unified School District	<u>Capital Improvement Projects</u> \$3,005,500 <u>Total</u> \$31,143,197	<u>Government</u> - Mayor Cameron Burks - CA Sen. Steve Glazer - Asm. Rebecca Bauer-Kahan - U. S. Congress Mark DeSaulnier
Pleasant Hill	Pop: 33,152 Area (sq mi) Total: 7.08 Land: 7.08 Water: 0.00	Does not directly touch the Delta. Acalanes Union High School District and Diablo Valley College	<u>Capital Projects Fund</u> \$118,713 <u>Total</u> \$26,223	<u>Government</u> - Mayor Ken Carlson - Asm. Tim Grayson - U. S. Congress Mark DeSaulnier
Martinez*	Pop: 35,824 Area (sq mi) Total: 13.63 Land: 12.63 Water: 7.64%	Commercial- 164 parcels ⁴⁸ Industrial - 68 ⁴⁹ IT Vine Hill Complex/Acme Landfills ⁵⁰ Tesoro and Shell refineries ⁵¹ Power Distribution Substation - 5 ⁵² Neighborhood-Scale Area - 3 ⁵³ Marina - 1 ⁵⁴ Pop. exposed to flooding - 3,028 ⁵⁵	<u>Capital Grants</u> \$6,205,765 <u>Total</u> \$37,646,556	<u>Government</u> - Mayor Rob Schroder - CA Sen. Bill Dodd - Asm. Tim Grayson - U.S. Congress Mike Thompson and Mark DeSaulnier

⁴⁷ ART, pg. 66

⁴⁸ ART, pg. 28

⁴⁹ ART, pg. 36

⁵⁰ ART, pg. 44 and 45

⁵¹ ART, pg. 52

⁵² ART, pg. 58

⁵³ ART, pg. 66

⁵⁴ ART, pg. 86

⁵⁵ ART, pg. 93

City	Geography & Pop	Assets & Notes	Financial	Potential Support
		Regional Medical Center and Martinez Convalescent Hospital ⁵⁶ Fire Stations - 3 ⁵⁷ Martinez USD		
Richmond*	Pop: 103,701 Area (sq mi) City: 52.51 Land: 30.05 Water: 42.71%	Commercial - 58 parcels ⁵⁸ Industrial - 187 ⁵⁹ WCC Sanitary Landfill ⁶⁰ Chevron Richmond Refinery ⁶¹ Power Distribution Substation - 5 ⁶² Neighborhood-Scale Area - 3 ⁶³ Marina - 5 ⁶⁴ Pop. exposed to flooding - 2,598 ⁶⁵ West Contra Costa USD	<i>Capital Improvement</i> \$25.1M <i>Total 2019 Expenditure Budget</i> \$372.3 million	<u>Government</u> - Mayor Tom Butt - Supervisor District 1: John Gioia - CA Sen. Nancy Skinner - Asm. Buffy Wicks - U. S. Congress Mark DeSaulnier
Town of Moraga	Pop: 16,016 Area (sq mi) Total: 9.47 Land: 9.46 Water: 0.09%	Saint Mary's College of California Moraga School District	<i>Capital Improvement Program Budget</i> \$6.37 million Total <u>Budget</u> \$15.82 million	<u>Government</u> - Mayor Dave Trotter - CA Sen. Steve Glazer - Asm. Rebecca Bauer-Kahan - U. S. Congress Mark DeSaulnier
San Pablo*	Pop: 29,139 Area (sq mi) Total: 2.63 Land: 2.63 Water: 0.00 0%	Does not directly touch the Delta. Industrial - 4 ⁶⁶ Power Distribution Substation - 1 ⁶⁷	<i>Total Capital Funds</i> \$1,300,280 <i>Total General Fund</i> \$92,197,665	<u>Government</u> - Mayor Cecilia Valdez - County Board District 1: John Gioia - CA Sen. Nancy Skinner - Asm. Buffy Wicks - U. S. Congress Mark DeSaulnier

⁵⁶ ART, pg. 108

⁵⁷ ART, pg. 110

⁵⁸ ART, pg. 28

⁵⁹ ART, pg. 35

⁶⁰ ART, pg. 44

⁶¹ ART, pg. 52

⁶² ART, pg. 58

⁶³ ART, pg. 64

⁶⁴ ART, pg. 86

⁶⁵ ART, pg. 93

⁶⁶ ART, pg. 35

⁶⁷ ART, pg. 58

City	Geography & Pop	Assets & Notes	Financial	Potential Support
Oakley	Pop: 35,432 Area (sq mi) Total: 16.17 Land: 15.88 Water: 1.87%	Oakley Union Elementary School District	<i>General Capital Fund</i> \$900,000 <i>Total</i> \$9,750,000	<u>Government</u> - Mayor Claire Alaura - CA Sen. Steve Glazer - Asm. Jim Frazier - U. S. Congress Jerry McNerney
San Ramon	Pop: 72,148 Area (sq mi) Total: 18.64 Land: 18.63 Water: 0.09%	San Ramon Valley USD	<i>Capital Projects</i> \$11,523,405 <u>Total</u> \$103,092,786	<u>Government</u> - Mayor Bill Clarkson - CA Sen. Steve Glazer - Asm. Rebecca Bauer-Kahan - U.S Congress Mark DeSaulnier and Eric Swalwell
Pittsburg	Pop: 63,264 Area (sq mi) Total: 19.15 Land: 17.19 Water: 10.11%	Industrial (in Bay Point) - 5 ⁶⁸ Marina (in Bay Point) - 1 ⁶⁹ Pop. exposed to flooding - 304 ⁷⁰ Pittsburg USD, Los Medanos College	<i>Capital Projects Budget</i> \$12 million <u>General Fund Total</u> (excluding capital funds) \$13,182,997	<u>Government</u> - Mayor Juan Banales - CA Sen. Steve Glazer - Asm. Jim Frazier and Tim Grayson - U. S. Congress Mark DeSaulnier
Orinda	Pop: 17,643 Area (sq mi) Total: 12.87 Land: 12.85 Water: 0.12%	Orinda USD	<i>Capital Improvement Funds</i> \$2,000,000 <u>General Fund Ending Balance</u> \$5,925,627	<u>Government</u> - Mayor Inga Miller - CA Sen. Steve Glazer - Asm. Rebecca Bauer-Kahan - U. S. Congress Mark DeSaulnier
Walnut Creek	Pop: 64,173 Area (sq mi) Total: 19.77 Land: 19.76 Water: 0.06%	Walnut Creek USD	<i>Capital Budget</i> \$19.5 million <u>Total Revenue</u> \$183.2 million	<u>Government</u> - Mayor Cindy Silva - CA Sen. Steve Glazer - Asm. Tim Grayson and Rebecca Bauer-Kahan - U. S. Congress Mark DeSaulnier
Pinole*	Pop: 18,390 Area (sq mi) Total: 11.76 Land: 5.15 Water: 60.79%	Pop. exposed to flooding - 118 ⁷¹	<i>Capital Outlay</i> \$56,900 <u>General Fund Revenue</u> \$12,222,628	<u>Government</u> - Mayor Timothy Banuelos - CA Sen. Nancy Skinner - Asm. Buffy Wicks - U. S. Congress Mike Thompson

⁶⁸ ART, pg. 36

⁶⁹ ART, pg. 86

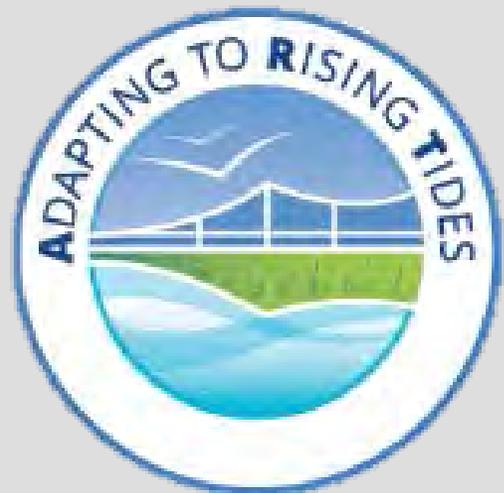
⁷⁰ ART, pg. 93

⁷¹ ART, pg. 93



CLIMATE RESILIENCE IN CONTRA COSTA COUNTY

Ellie Householder, Althea Lyness-Fernandez, Mimi Kaplan

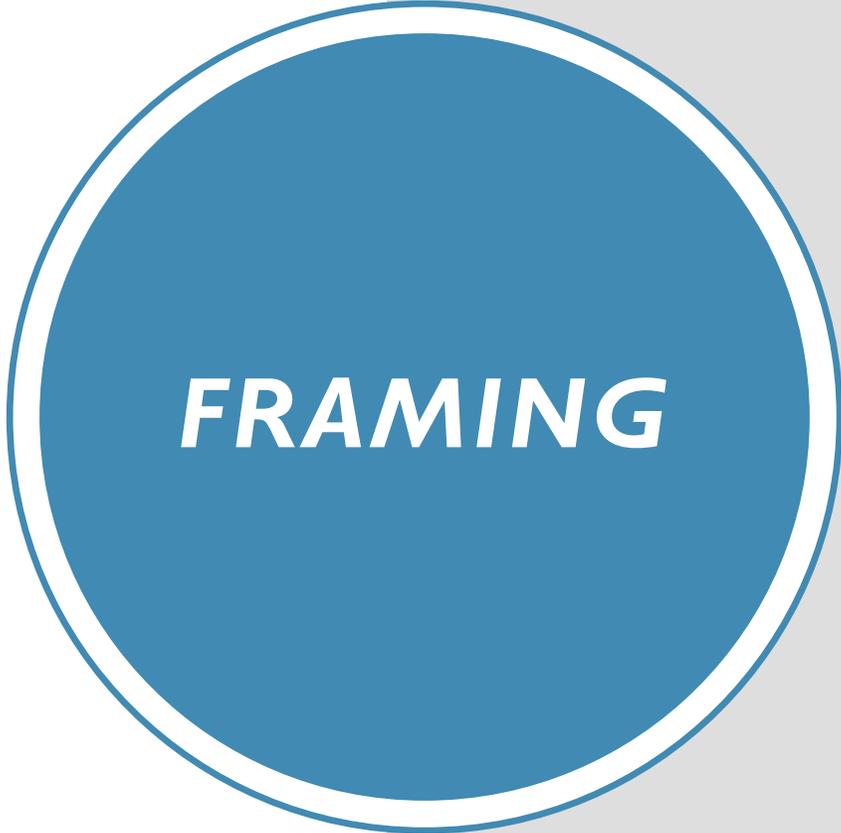


TODAY'S AGENDA

- Introduction
- Overview of ART
- GSPP Project
- Next Steps & Questions
- Discussion

- i. What areas are likely to flood?
- ii. What is at risk?
- iii. What are the consequences of flooding?
- iv. What is an effective response?

HOW DO WE DO THIS?

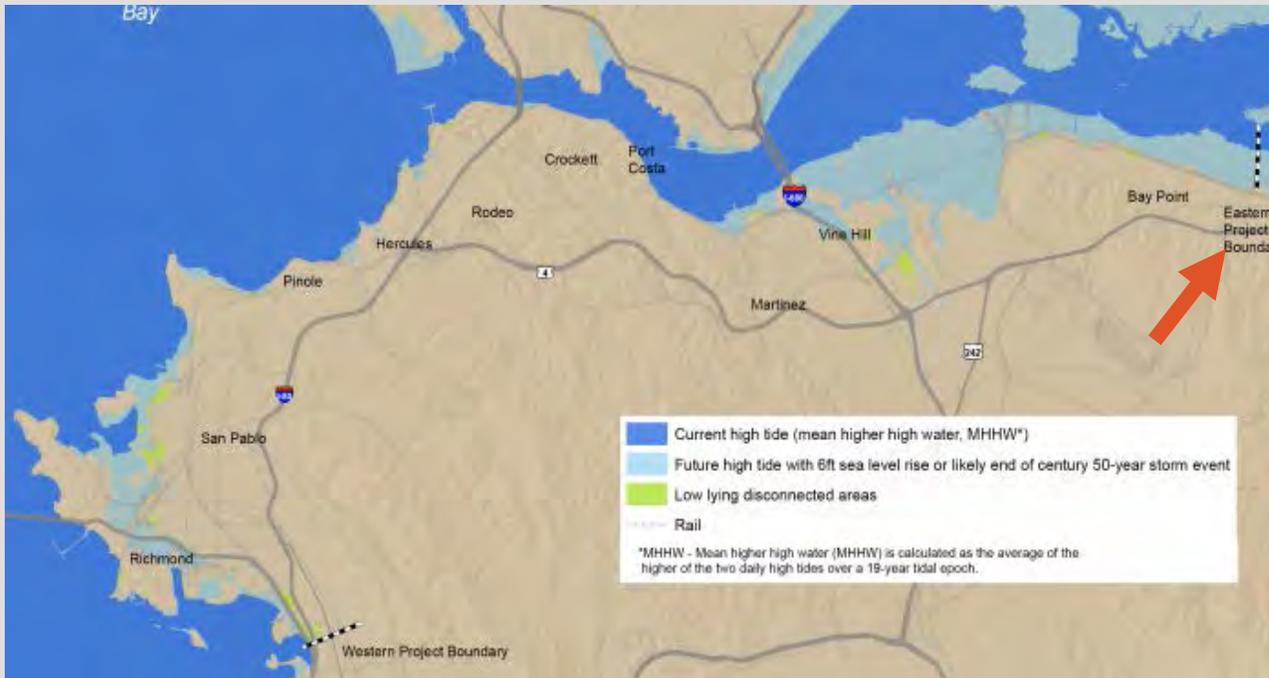


FRAMING

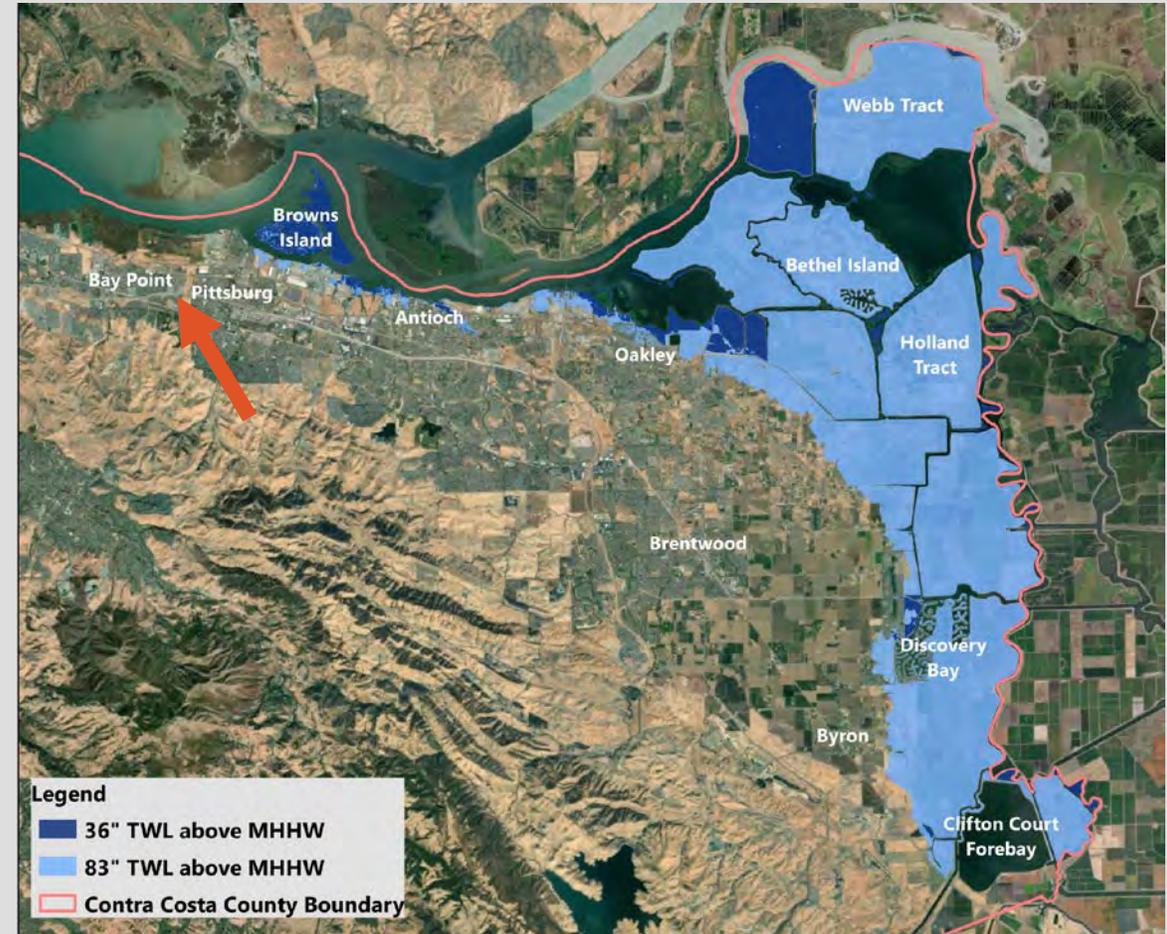


AN OVERVIEW OF THE ART STUDY

ART CONTRA COSTA COUNTY: CONNECTING WEST & EAST COUNTY



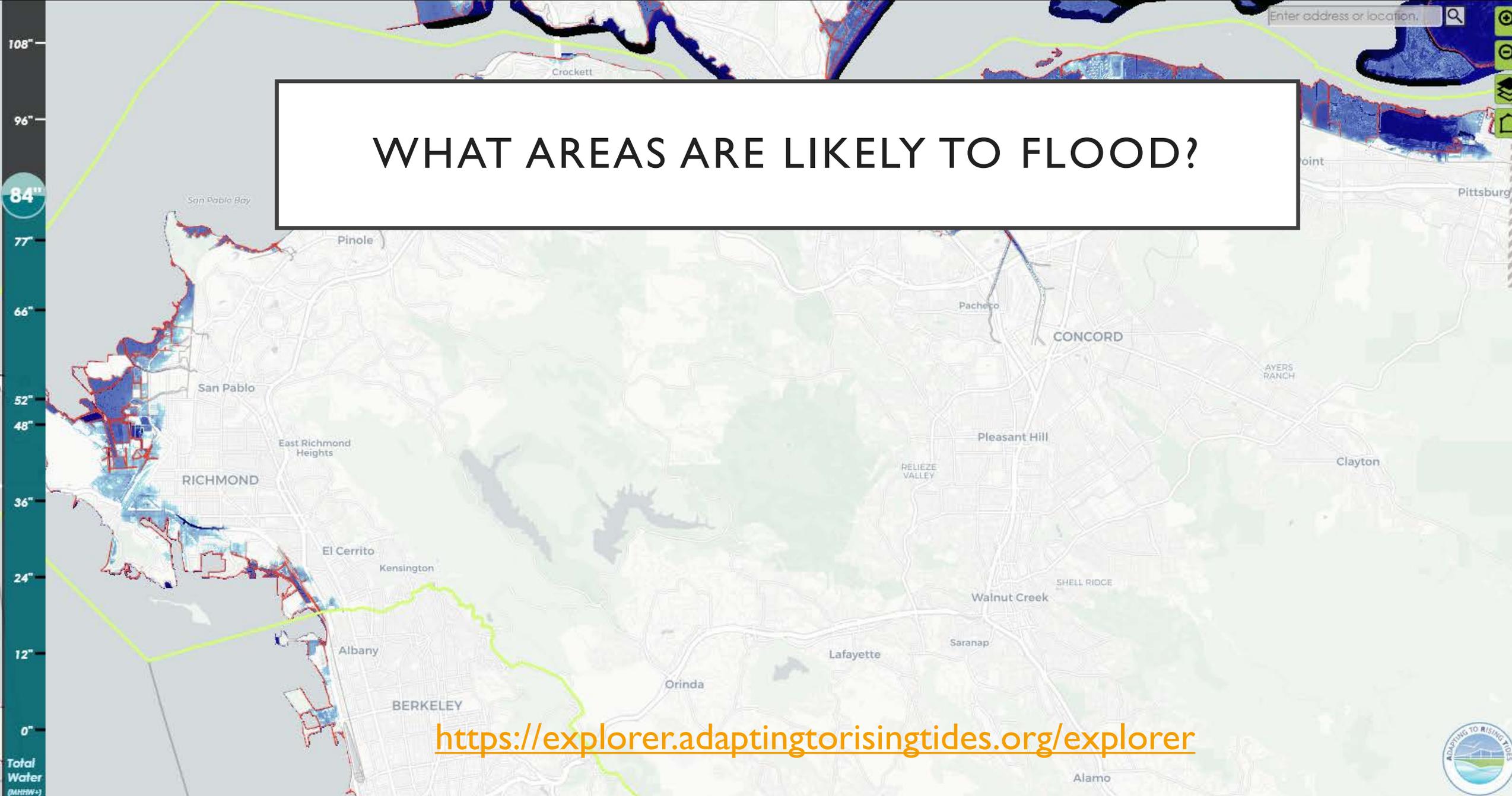
West County



East County

Enter address or location.

WHAT AREAS ARE LIKELY TO FLOOD?

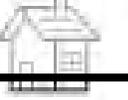
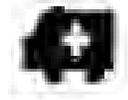
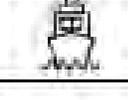


<https://explorer.adaptingtorisingtides.org/explorer>





WHAT'S AT RISK

SECTORS	TYPES OF ASSETS	# AT-RISK ASSETS ²
 BUSINESS & INDUSTRY	Commercial	277
	Industrial land use	462
	Hazardous Material Sites	1,287
 CONTAMINATED LANDS	Landfills	188-acres
	Brownfields	62
 ENERGY	Refineries	4
	Pipelines	55
	Power Generation	1
	Power Distribution Stations	11
 TRANSPORTATION	Freight and Passenger Rail	14 miles
	Roadways	27.5 miles
 HOUSING	Single	507
	Multi-family	607
	Mobile homes	2
 PARKS & RECREATION	Regional Parks	7
	City Parks	7
	Mannas	8
 PUBLIC SERVICES	K-12 Schools	46
	Public Healthcare Facilities	13
	Emergency Facilities	28
 SEAPORT TERMINALS	Port of Richmond	Limiting access from seaport
	Marine Oil Terminals	Tidal, wind & wave erosion
 WATER MANAGEMENT	Water Supply	477,212 residents
	Waste Water Services	8
	Storm Water Systems	86% of system

WHAT ARE THE
CONSEQUENCES OF
FLOODING?



Economic



Residential



**Infrastructure and
Services**



**Environment and
Recreation**

WHAT IS AN EFFECTIVE RESPONSE?



Public Services



Transportation



People



Contaminated
Lands



Water Mgmt



& more!



HOW DO WE DO THIS?



CHALLENGES

WE NEED.....

Information
Sharing

Governance

Physical
Infrastructure

Function

HOW DO WE DO THIS?

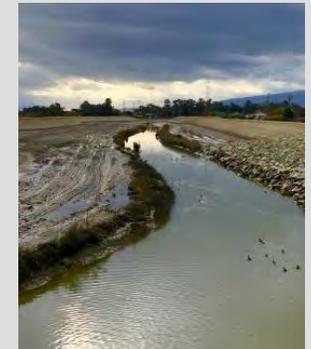
INTERVIEWS & CASE STUDIES

Stakeholder Interviews



County Supervisors
Office of Sustainability
Bay Conservation & Development Commission

Case Studies



Regional
Climate-focused
Governance structures

3 GOVERNANCE STRUCTURES

Working Group

Memorandum of Understanding

Joint Powers Authority

ESTABLISHMENT &
MAINTENANCE?



LEVERAGE
FUNDING?



LARGE SCALE
INITIATIVES?





OUR RECOMMENDATION:
WORKING GROUP

QUESTIONS?



DISCUSSION QUESTIONS

- Which of the “large projects and initiatives” seems the most feasible? Who needs to be at the table to make it happen? Are there other projects or initiatives we should focus on?
- What additional information or support do you need to start working on projects related to rising tides?
- How can your team incorporate the ART findings into existing job, responsibilities, and activities?
- What project does your team have that would benefit from a Goldman School team?



To learn how your team can work with a UC Berkeley,
Goldman School of Public Policy, contact
Althea Lyness-Fernandez
(althealyness@berkeley.edu)

For more information on initiatives related to
sustainability and climate adaption, contact:
Jody London
(jody.London@dcd.Cccounty.Us)



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Agreement #26-919-3 with Vizient, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Data Sharing Agreement #26-919-3 with Vizient, Inc., a corporation, to perform financial and clinical data sharing at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from September 24, 2019 through September 23, 2020.

FISCAL IMPACT:

This is a non-financial Agreement.

BACKGROUND:

Contra Costa County Health Services Department and Vizient, Inc. have agreed to share data to improve CCRMC and Contra Costa Health Centers' clinical, operational and patient safety performance. The purpose of this Agreement is to allow Vizient, Inc. to deliver Contra Costa County data to University Healthcare Consortium (UHC) (a subcontractor to Vizient, Inc.) and allow Vizient Inc. to deliver Contra Costa Health Services Healthcare Engagement Network (HEN) data

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jaspreet Benepal,
925-370-5741

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

to Centers for Medicare and Medicare Services (CMS) as required by law.

On September 11, 2018, the Board of Supervisors approved Data Sharing Agreement #26-919-2 with Vizient, Inc to perform financial and clinical data sharing at CCRMC and Contra Costa Health Centers, for the period from September 24, 2018 through September 23, 2019.

Approval of Data Sharing Agreement #26-919-3, will allow the parties to continue to perform financial and clinical data sharing through September 23, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not have access to shared data to improve CCRMC and Contra Costa Health Centers' clinical, operational and patient safety performance.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 10, 2019

Subject: Contract for Two-Year Extended Maintenance and Training with Hensel Phelps Services for Admin and EOC Buildings

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator or designee to execute a contract, subject to approval as to form by County Counsel, with Hensel Phelps Services, LLC, in an amount not to exceed \$500,000 for maintenance and training for mechanical and electrical systems at the new Administration Building and new Public Safety/Emergency Operations Center for the two year extended warranty period.

FISCAL IMPACT:

The expected cost of the plan will be \$240,000 in FY 20-21 and \$260,000 in FY 21-22. (100% General Fund)

BACKGROUND:

The new buildings -- the County Administration Building and the Emergency Operations Center -- both have an extended warranty period of two years for the major mechanical and electrical items that the builder Hensel Phelps is installing. Many of these systems, currently 243 mechanical and 281 electrical assets between the two projects, are new to the County inventory and staff are, therefore, not familiar with these systems. This plan will allow for a training period for staff to learn and get hands-on experience with these new systems. Hensel Phelps service staff will guide our facilities staff through two full cycles of preventative maintenance and service checks on the systems while also creating both written and video manuals of each type of service for each individual piece of equipment.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Eric Angstadt,
925-335-1009

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

By: , Deputy

cc: CAO - Cap Fac, PW Director

BACKGROUND: (CONT'D)

In addition, the plan will serve as an additional measure to insure warranty claims are processed. Because Hensel Phelps will be responsible for training, observing, and documenting staff in the performance of the preventative maintenance checks and services, there will be no argument in the case of a system failure that the cause was lack of proper maintenance. At the end of the plan period, County staff will be better trained and have better written and visual resources to continue the servicing of both these new buildings.

CONSEQUENCE OF NEGATIVE ACTION:

Not approving this action will place an increased burden on County staff to learn the proper procedures for maintenance of over 500 new systems in the shorter hand-over period of three months and deprive staff of the opportunity to get hands-on training and upgraded written and visual manuals for maintenance of these systems.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Payments for Services Provided by SJBH, LLC (Dba San Jose Behavioral Health Hospital)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay SJBH, LLC (dba San Jose Behavioral Health Hospital) an amount not to exceed \$14,900 for the provision of inpatient psychiatric treatment services for County referred children, adolescents and adults, for the period April 10, 2019 through June 30, 2019.

FISCAL IMPACT:

Payment is funded 100% by Mental Health Realignment.

BACKGROUND:

In March 2019, the County Administrator approved and the Purchasing Services Manager executed Contract #24-794-15(1) with SJBH, LLC (dba San Jose Behavioral Health Hospital) for the provision of inpatient psychiatric treatment services for County referred children, adolescents and adults, for the period from October 1, 2018 through June 30, 2019.

Contra Costa Regional Medical Center (CCRMC) referred patients to SJBH, LLC (dba San Jose Behavioral Health Hospital) when CCRMC inpatient psychiatric units became full. There was an unanticipated increase in the need for psychiatric services during the

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Suzanne Tavano, PhD.,
925-957-5212

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

contract term and the contract payment limit was exceeded.

As requested by the County, SJBH, LLC (dba San Jose Behavioral Health Hospital) provided additional inpatient psychiatric treatment services in good faith. The Health Services Department has therefore determined that SJBH, LLC (dba San Jose Behavioral Health Hospital) is entitled to payment for the reasonable value of their services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover reasonable value of those services.

CONSEQUENCE OF NEGATIVE ACTION:

Contractor will not be paid for psychiatric treatment services rendered in good faith.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcome: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include a decrease in the need for inpatient care and placement at a lower level of care.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: 2017-2021 East Bay Regional Plan and 2017-2021 Workforce Development Board of Contra Costa County Local Plan

RECOMMENDATION(S):

ACCEPT the 2017-2021 East Bay Regional and 2017-2021 Workforce Development Board of Contra Costa County (WDBCCC) Local Plan and AUTHORIZE the Chair, Board of Supervisors, to sign the WDBCCC Local Plan as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Under the Workforce Innovation and Opportunity Act (WIOA) the Workforce Development Board of Contra Costa County is tasked with modifying the existing four-year plan into a five-year plan, to provide an overview of the local workforce system and describe the strategies that will be used to achieve specific goals, including fostering strategic alignment, improving service integration among workforce partners, and insuring the workforce system is industry relevant. The East Bay Regional Plan was developed in unity with other areas in the East Bay region, including the City of Richmond, Alameda County, and the City of Oakland; and conjointly with the Local Plan will serve as the strategic roadmap for the implementation of WIOA. Strategic priorities identified

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Elaine Burres
6084960

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

in the five-year strategies align with the State's primary objective: "fostering demand driven skills alignment; enabling upward mobility for all Californians; and, aligning, coordinating, and integrating programs and services to economize limited resources to achieve scale and impact".

Under WIOA, a biennial update of regional and local plans is required in order to ensure plans remain current and account for “changes in labor market and economic conditions or in other factors affecting the implementation of the local plan” (29 U.S. Code § 3123). The California Workforce Development Board (State Board) has also made changes to the State Plan which require that Local Boards update their plans to keep them consistent with the policy direction of the State Plan. Pursuant to the State Plan modifications submitted to the U.S. Department of Labor in the spring of 2018 and approved on June 11, 2018, the State Board is providing guidance to Local Boards on the requirements associated with local and regional planning modifications. This Directive provides specific guidance and instructions on both required and elective modifications to local and regional plans.

A Chief Elected Official signature is required for local plans, but not for regional plans. However, CEOs are still required to approve final regional plans.

On February 5, 2019, the Contra Costa County Workforce Development Board approved the 2017-2021 Local Plan modifications and on May 7, 2019, the Board approved the 2017-2021 Regional Plan.

CONSEQUENCE OF NEGATIVE ACTION:

Without submission of the Regional and Local Plans, the Workforce Development Board of Contra Costa County would be out of compliance with Innovation and Opportunity Act requirements.

ATTACHMENTS

East Bay Regional Plan Narrative

Local Plan Modifications

Assurances 2017-2021



Overview

In accordance with policies and requirements established by the California Workforce Development Board (CWDB), as specified in Workforce Services Directive 18-01, this document provides two-year modifications to the East Bay Regional Planning Unit (EBRPU) 2017-2021 Regional Plan. The EBRPU consists of the Workforce Development Boards of Alameda County and the City of Oakland and Contra Costa County and the City of Richmond. These modifications build on EBRPU's initial regional plan released in 2016 and address the following required areas: (1) Corrections Workforce Partnership (California Workforce Development Board, California Department of Corrections and Rehabilitation, California Prison Industry Authority and the California Workforce Association) and the Prison to Employment Initiative (P2E); (2) compliance with state requirements regarding Multi-craft Core Curriculum pre-apprenticeship partnerships and; (3) Regional Indicators of Coordination and Alignment, self-assessment.

Stakeholder and Community Engagement

East Bay Regional Planning Unit (EBRPU) partner boards organized regionally and sub-regionally to achieve broad and robust stakeholder and community engagement and collect input to guide the development of this regional plan update. Invitations to attend numerous regional public input sessions, hosted and coordinated by each local workforce board, were distributed to thousands of stakeholders, partners and community members including local service providers and local public agencies serving justice involved individuals and other priority populations, WIOA-mandated partners, regional community colleges, regional adult education, Probation, California Department of Corrections and Rehabilitation's local Division of Adult Parole Operations (DAPO) and many East Bay employers. EBRPU partner workforce boards also leveraged Alameda and Contra Costa County Community Corrections Partnerships' stakeholder lists. Invitations were also sent to the State Board provided *Directory of Planning Partners* and the entities on the State Board's *Interactive Corrections Map*. Informational flyers, translated into multiple languages were included in all outreach and were also posted electronically on EBRPU partner workforce boards' and **EASTBAYWorks** websites and social media platforms.

Regional public input sessions were posted publicly and noticed electronically to the State Board and locally through local workforce board career services networks. In each sub-region, in collaboration with the EBRPU's Regional Organizer, partner boards coordinated, and co-hosted joint public input sessions to gather data to inform local and regional plans. Sub-regional convenings were designed to align with EBRPU's new corrections partners' geographic organization. Informational flyers, translated into



multiple languages were included in all outreach and were also posted electronically on EBRPU partner workforce boards' websites and **EASTBAYWorks** website.

Alameda County and Oakland Workforce Development Boards co-hosted public input sessions on October 26, 2018, October 29, 2018, November 1, 2018 and, November 5, 2018. An afterhours listening session was conducted February 27, 2019.

Contra Costa County and Richmond Workforce Development Boards co-hosted public input sessions November 15, 2018, November, 28, 2015, November 29, 2018 and December 4, 2018. The November 29, 2018 session was conducted afterhours.

Smaller stakeholder sessions were conducted with Community Corrections Partnerships coordinators, Probation, California Department of Corrections and Rehabilitation's Division of Adult Parole Operations and other local public entities serving justice involved individuals.

EBRPU conducted interviews with justice involved individuals and second chance (reentry-friendly) employers to gather data directly from target customers. EBRPU engaged the region's dense network of subject matter experts including advocates, legal services, housing services, behavioral health providers and others. Lastly, EBRPU generated a regional landscape inventory of publicly funded organizations providing services to justice-impacted individuals.

Corrections Workforce Partnership/ Prison to Employment Initiative

Assessment of Need and Population Size

Across the four local workforce development areas that comprise the East Bay Regional Planning Unit (EBRPU), the supervised population as of 2017 is estimated to be around 15,600 individuals, with over two-thirds (68%) residing in Alameda County and about a third (32%) residing in Contra Costa County.¹ Of the supervised population, about 85% are on adult probation through the County² and 15% are on adult parole through the California Department of Corrections and Rehabilitation (CDCR)³. Across the region, a

¹ Chief Probation Officers of California, (2017). California County Probation Data Dashboard. Retrieved January 21, 2019 from https://public.tableau.com/profile/oconnellresearch#!/vizhome/ChiefProbationOfficersofCaliforniaAnnualDataSurvey_0/CPOCProbationSurvey

² *Ibid*

³ California Department of Corrections and Rehabilitation (CDCR) Offender Information Services Branch (2017). Parolee Counts for Parolee Statuses (Parolee, PAL) by Parole Region, District, and Units. Retrieved January 21, 2019 from



disproportionate share of the justice-involved population—African Americans represent about 40% of the region’s probation population, followed by Latinos at about 23%⁴—and also experience higher rates of unemployment, poverty, and homelessness. While the total number of people in the region with justice involvement is not readily known, by some estimates that number is as high as one out of three adults.⁵

In 2017-18, EBRPU enrolled a total of 3,108 individuals into WIOA-funded staff-assisted services. Of those, approximately 250 (8%) self-reported an offender status at program enrollment.⁶ It is very likely that these numbers are not reflective of the full number current or former offenders served in the region, as individuals are not obligated to disclose offender status and may perceive disincentives to share this information when initiating workforce development services.

In general, the sense among many workforce and justice stakeholders is that current programs do not provide the level of supports and resources that the supervised population needs to encourage enrollment and completion of training and successful placement and retention in the workplace. For this population, workforce programs present a dilemma; most training and job readiness programs require an unpaid investment of time during which an individual could otherwise be earning money. At the same time, justice-involved individuals face fundamental barriers to employment that are often not addressed through workforce development programming, including lack of access to housing or transportation, difficulties in document recovery, and behavioral health needs. Within the region’s network of publicly-funded, community-based providers, there are 135 organizations serving the supervised population, 48 of which are providing some level of workforce-related services. However, only a handful provide a continuum of workforce services paired with other support services, and few provide earn and learn or on-the-job training opportunities. Addressing this gap using Prison to Employment (P2E) funds will offer justice-involved individuals greater incentives to participate in workforce programs, and a path with fewer barriers and challenges to a sustainable career.

https://www.cdcr.ca.gov/Reports_Research/Offender_Information_Services_Branch/Monthly/Parole/Paroled1703.pdf

⁴ Alameda County and Contra Costa County Probation Departments provided demographic data of the adult probation population in each respective County.

⁵ Bureau of Justice Statistics, (2014). Survey of State Criminal History Information Systems. Retrieved February 1, 2019 from <https://www.ncjrs.gov/pdffiles1/bjs/grants/244563.pdf>

⁶ Each EBRPU local workforce development board provided data reports from CalJOBS on WIOA clients with formerly incarcerated status.



Based on these data and a variety of qualitative data collection, the EBRPU has identified (1) paid training and work experience; (2) wrap-around and supportive services; and (3) increased coordination among Parole and Probation, community-based organizations (CBOs), reentry employers, and WDB partners as significant regional gaps in reentry workforce development and thus priorities for P2E investment. Each WDB will approach these priorities according to local infrastructure and needs, while also coordinating across the region to share knowledge, collect data and leverage resources

Proposed Service Strategies

The East Bay Regional Planning Unit (EBRPU) recognizes that partnership with entities who are experts in addressing the unique needs of justice-involved individuals is crucial to Prison to Employment (P2E) success, as is ongoing training, knowledge sharing, and networking. To this end, each EBRPU partner workforce board will mobilize existing service providers with said expertise and where services will be procured, conduct procurement processes that comply with local and state procurement standards for employment and training services for justice-involved individuals.

EBPRU determined that it could best optimize limited P2E resources for the region's justice-involved population by utilizing them to (1) cultivate increased coordination and collaboration amongst partners throughout the region and (2) address gaps and scale promising existing services within the region's reentry workforce development landscape, specifically by increasing the availability of wrap-around and supportive services and furnishing more opportunities for paid training and paid work experience. Data reveals low employment retention rates for justice-involved individuals due to numerous potential causes, such as lack of job readiness or poor matching, poor job quality, lack of post-placement supportive services, lack of post-placement career planning, as well as internal client factors. EBRPU workforce board partners will utilize P2E resources to support strategies noted above that offer potential remedies

Through the P2E initiative, EBRPU plans to increase local workforce board staff capacity to coordinate existing P2E partners, including with Probation and Community Correction Partnerships, launch a new regional partnership with California Department of Corrections and Rehabilitation Division of Adult Parole Operations and, cultivate more expansive reentry employer networks that are currently supported by a variety of grants and other funding from federal, state, local, and philanthropic sources. The addition of funding from P2E will help to infuse crucial and timely support that will effectively integrate these efforts into a more coordinated and seamless local and regional service-delivery system that meets the needs of justice-involved populations.



Regional Sector Partnerships and Employer Roles

Each of the East Bay Region WDBs intends to commit WDB business services staff resources to building employer partnerships and creating a strong infrastructure of support and information-sharing among those employers and other P2E partners. In addition to developing new partnerships, P2E presents an opportunity to enhance existing employer partnerships through the introduction of paid work experience, subsidized employment, and employer training on best practices for working with justice-involved individuals. While there are many opportunities for entry-level employment for this population, the EBRPU has identified a gap in transitioning justice-involved individuals from those entry-level positions to employment opportunities with family-sustaining wages and career path potential. EBRPU will work to identify within current industry partners who is best-suited to work with justice-involved individuals, particularly in providing these next-step opportunities.

The EBRPU will (1) leverage the existing reentry workforce development efforts of its regional industry sector partnerships AMBayArea (Association of Manufacturers, Bay Area – www.ambayarea.com) and the East Bay Health Workforce Partnership (www.ebhwp.org); (2) work with regional economic development partners to explore opportunities for partnership with their member businesses; and (3) leverage the local WDBs' strong networks of industry employers to support opportunities for work-based learning, training, and successful employment outcomes. Through regular information sharing, EBRPU will also look for opportunities to expand local employer partnerships across the region and prioritize reentry-friendly industries such as the construction trades, manufacturing, hospitality, and the food preparation industry for targeted cultivation.

Additional Planning Partners: Corrections Workforce Partnership

All EBRPU partner workforce development boards have existing partnerships with their respective county Community Corrections Partnerships. Partnerships have included EBRPU partner workforce development boards receiving funds directly to provide and coordinate workforce services for AB109-eligible, justice-impacted individuals; EBRPU partner workforce development board staff participation in Community Corrections Partnerships' Executive Committee and Program and Services Committee meetings; and EBRPU partner workforce development board Executive Directors co-chairing a County Re-Entry Strategic Plan with their respective Community Corrections Partnership's Reentry Coordinator.



The Prison to Employment Initiative provides additional opportunities for the EBRPU partner workforce development boards and their respective Community Corrections Partnerships' to collaborate, share information and best practices, co-design service strategies, and improve workforce outcomes for justice involved individuals.

Some EBRPU partner workforce development boards have existing partnerships with California Department of Corrections and Rehabilitation's Division of Adult Parole Operations (CDCR/DAPO). This includes regular participation in monthly Parole and Community Team (PACT) orientation meeting for individuals newly released from prison. It also includes one comprehensive AJCC hosting monthly PACT meetings. These partnerships will continue with increased staffing, warm hand-offs and referral mechanisms. A new regional partnership between EBRPU partner workforce development boards and CDCR/DAPO will facilitate greater collaboration designed to link education, job training and work experience in-prison to post-release jobs by fostering a system of coordinated service delivery to this population that faces a variety of barriers to employment.

There are no state prisons of CALPIA programs located in the EBRPU.

Data Collection

Participants served under the Prison to Employment initiative will be entered into CalJobs for data collection and tracking. Data sharing across systems was identified as a current gap in the region EBRPU partner workforce boards will seek to remedy in collaboration with partnering agencies.

Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Partnerships

The State of California provided guidance to local workforce boards governing the use of *Workforce Innovation and Opportunity Act (WIOA)* funds for pre-apprenticeship training through Workforce Services Draft Directive-178 (WSDD-178), "Quality Apprenticeship and Pre-Apprenticeship Opportunity," March 2018. The directive requires WIOA funds awarded locally for pre-apprenticeship training in the building and construction trades implement the Multi-Craft Core Curriculum (MC3).

Further, per California Unemployment Insurance Code Section 14230(e), WIOA-funded apprenticeships and pre-apprenticeship training must, "to the maximum extent feasible," align with and follow MC3, and work to increase representation of women in pre-apprenticeship training.

As required under WSDD-178, prior to expending WIOA funds on apprenticeship and pre-apprenticeship programs East Bay Regional Planning Unit Workforce Development



Boards will ensure: (a) WIOA funded programs are operated in coordination with at least one regionally-based Department of Industrial Relations-Department of Apprenticeship Standards-approved apprentice program; (b) WIOA funded pre-apprenticeship training in the building and construction trades utilizes the MC3 curriculum; and (3) Pre-apprenticeship program operators funded with WIOA have a plan detailing, in writing, how they will conduct outreach to and ensure the retention of women in the pre-apprenticeship program.

The Alameda County Workforce Development Board (ACWDB) partners with the Alameda County Building and Construction Trades Council (ACBTC) when planning efforts to develop or scale pre-apprenticeship and apprenticeship programs. ACBTC is a coalition of 28 affiliated unions representing workers in various construction trades. ACWDB is currently working with ACBTC's affiliated member unions to determine establishment of referral systems for prospective participants seeking opportunities in the trades. ACWDB also coordinates training vetted by ACBTC, with local pre-apprenticeship providers including: Cypress Mandela, Rising Sun for Opportunity, and Tradeswomen Inc.

ACWDB is in the process of partnering with the Construction Trades Workforce Initiative (CTWI) to develop a talent pipeline into the construction trades, by leveraging Multi-Craft Core Curriculum (MC3). The project aims to target justice-involved individuals within the East Bay Regional Planning Unit for construction pre-apprenticeship programs. CTWI is the non-profit arm of ACBTC and has expertise and relationships with ACBTC's affiliated unions.

ACWDB will continue to develop working relationships with ACBTC and its affiliated partners, including CTWI to ensure pre-apprenticeship programs align with MC3 and opportunities in the trades are available for women and other underrepresented groups. Similarly, ACWDB will ensure training partners reflecting the broader workforce system are also approved, including community colleges, adult schools, and other state approved apprenticeship and pre-apprenticeship programs.

The Oakland Workforce Development Board (OWDB) ensures coordination and partnership with ACBTC through its participation in the East Bay Trades Apprenticeship Program. In response to the requirements of AB 554, and following legislation, a workgroup of representatives from the local Bay Area Apprenticeship Coordinators Association (BAACA), ACBTC, ACWDB, OWDB, Berkeley Adult School, Hayward Adult School, San Leandro Adult School, Tradeswomen, Inc., Rising Sun Energy Center, Cypress Mandela Training Center and the Division of Apprenticeship Standards, have determined that a formal agreement would be created to delineate relationships, processes, and roles and responsibilities; to define integration between local joint



apprenticeship programs, adult schools and community colleges; and for the workforce development boards to align Workforce Innovation and Opportunity Act (WIOA) and other resources with an East Bay trades apprenticeship pathway. Students, job seekers, and employers in the area will be best served by the creation of a trades introduction program based on MC3, administered with the permission of the local Building and Construction Trades Council, under the recognition of the BAACA and the multiple joint apprenticeship programs with jurisdiction in the East Bay region and in cooperation with the region's Workforce Development Boards, adult education schools, community colleges and community-based organizations serving East Bay communities and residents.

The Workforce Development Board of Contra Costa County (WDBCCC) requires any WIOA funded pre-apprenticeship training programs to implement MC3. WDBCCC supports and is on the advisory boards of Future Build and Diablo Valley College Pre-Apprenticeship programs, both of which utilize MC3.

WDBCCC is strengthening partnerships with the Contra Costa County Building Trades Council (CCCBTC), particularly relating to MC3. WDBCCC plans to participate in regular meetings with CCCBTC to improve communication and coordination and to identify and scale best practices in coordinating MC3 and workforce services with other core workforce partners.

The Richmond Workforce Development Board oversees the RichmondBUILD pre-apprenticeship constructions skills training and is a provider of the MC3 curriculum in partnership with CCCBTC. RichmondBUILD operated successful multiple Prop 39 grants and a Pipeline for Ex-Offenders grant utilizing MC3 as the core training component.

CCCBTC affiliated members play a key role in helping to design and update the training curriculum, provide guests speakers to cover Labor history and to provide an in-depth understanding of each craft. They also host site visits to union halls and training facilities.

Self-Assessment: Regional Coordination and Alignment Indicators

Refer to the appendix for the East Bay Regional Planning Unit self-assessment on the California Workforce Development Board's indicators of regional coordination and alignment.



APPENDIX

- A. Stakeholder and Community Engagement Documentation (attachment)
- B. Self-Assessment: Regional Coordination and Alignment Indicators (attachment)
- C. Partnership Agreement: East Bay Regional Planning Unit, California Department of Corrections and Rehabilitation (attachment)
- D. Landscape Inventory: East Bay Organizations Serving Justice-Involved Individuals.

APPENDIX C

Partnership Agreement between East Bay Regional Planning Unit and California
Department of Corrections and Rehabilitation Division of Adult Parole Operations

PARTNERSHIP AGREEMENT

BETWEEN

EAST BAY REGIONAL PLANNING UNIT

AND

DIVISION OF ADULT PAROLE OPERATIONS

NORTHERN REGION

I. PARTIES

East Bay Regional Planning Unit, their Local Workforce Development Boards (WDBs) and the America's Job Centers of California (AJCC) in the region providing workforce planning services.

This Partnership Agreement is entered into by and between the following partners:

East Bay Regional Planning Unit, to include Alameda County Workforce Development Board, Workforce Development Board Contra Costa County, Oakland Workforce Development Board, Richmond Workforce Development Board, and the Division of Adult Parole Operations (DAPO), Northern Region.

Nothing in this Partnership Agreement should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating partners.

II. MISSION

To create opportunities for the parole population to improve their qualifications for apprenticeship programs, community college career programs, direct job placement as well as Workforce Innovation and Opportunity Act (WIOA) program strategies available to this population. Partners will link education, job training and work experience in-prison to post-release jobs by fostering a system of coordinated service delivery to this population that faces a variety of barriers to employment.

III. PURPOSE

The Prison to Employment Initiative (P2E) will endeavor to accomplish the major objectives of the California WIOA Unified Strategic Workforce Development Plan in order to reduce recidivism, reduce victimization, facilitate reintegration and enhance public safety. Workforce development partners will provide focused services to the reentry population to ensure:

- Fostering demand-driven skills attainment. Workforce and education programs need to align program content with the state's industry sector needs so as to provide California's employers and businesses with the skilled workforce it needs to compete in the global economy.
- Enabling upward mobility for all Californians, including populations with barriers to employment. Workforce and education programs need to be accessible for all Californians and ensure that everyone has access to a marketable set of skills and able to access the level of education necessary to ensure economic self-sufficiency and security.
- Aligning, coordinating, and integrating programs and services to economize limited resources while also providing the right services to clients, based on each client's particular and potentially unique needs so as to facilitate skills-attainment.

IV. ORGANIZATIONAL STRUCTURE

All participants acknowledge that the East Bay Regional Planning Unit is responsible for the policies and general direction for the Local WDB and AJCC/One Stops.

The leveraged contribution to this project will be staff time and delivery of program services. DAPO staff will cooperate with AJCC staff to ensure parolees (Justice Involved) are referred to and have relevant information available to progress through training, educational and job opportunities.

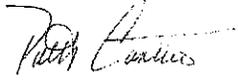
The AJCC leveraged contributions are provided by AJCC staff time and on-site resources to give participants access to computers, phones, current job listings, employer recruitments and valuable workshops. AJCC staff will provide case management and work with participants to develop an employment and training plan, receive job coaching, provide appropriate supportive services, address barriers to employment, and provide access to on-the-job training, occupational training and

employment opportunities. AJCC staff will report services, progress and outcomes in appropriate databases.

V. **DURATION:**

This Partnership Agreement will remain in effect for two years. Renewal of the agreement will be automatic contingent upon continual state funding for the Prison to Employment Initiative.

East Bay Regional Planning Unit Partnership Agreement Signatories



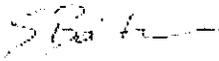
Patti Castro
Executive Director
Alameda County Workforce Development Board
East Bay Regional Planning Unit

1/31/19
Date



Donna VanWert
Executive Director
Workforce Development Board Contra Costa County
East Bay Regional Planning Unit

1/31/19
Date



Stephen Baiter
Executive Director
Oakland Workforce Development Board
East Bay Regional Planning Unit

1/31/19
Date



Sal Vaca
Executive Director
Richmond Workforce Development Board
East Bay Regional Planning Unit

1/31/19
Date



ANGELA KENT

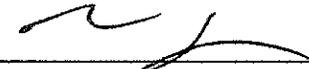
Adult Program Parole Administrator (A)

Division of Adult Parole Operations, Northern Region

California Department of Corrections & Rehabilitation

11/31/19

Date



DAVID BABBY

Regional Parole Administrator or Designee

Division of Adult Parole Operations, Northern Region

California Department of Corrections & Rehabilitation

2/5/2019

Date

A. CalFresh Population Overview and Needs Assessment

1. Size and Characteristics of CalFresh Population

*Provide an overview of the size and characteristics of both the total CalFresh recipient populations in the local/area region and the CalFresh E&T participant populations, if CalFresh E&T is available in the local area/region (e.g., gender, race/ethnicity, age, Limited English Proficient (LEP), foreign born, formerly incarcerated, etc.).**

As of November 30, 2018, there were 24,228 individual CalFresh participants in Contra Costa County, equal to approximately 2.0% of the total population of the county. The participant population is 35% male and 65% female. Of adult CalFresh recipients, 76% are between the ages of 19 and 49, and 24% are from age 49 to 64. Of the adult CalFresh population, slightly more than 1% have limited English proficiency, and 1.9% are not citizens of the United States.¹

An important CalFresh target population for employment and training supports are those identified as ABAWDs (Able Bodied Adults Without Dependents), who became subject to work requirements during the welfare reform process in the 1980s.² Since the great recession in 2008, ABAWDs in Contra Costa County have had a waiver of work requirements due to higher than average unemployment rates in the county. However, in September 2019, the federal waiver of work requirement for ABAWDs will expire for Contra Costa County. The County Employment and Human Services Policy and Planning Division estimates that between 3,900 to 4,600 individuals classified as ABAWDs will be at risk of losing their CalFresh benefits unless they can begin meeting the requirement that they be enrolled in an employment and training program or employed for at least 80 hours per month.³ The ABAWD population includes 61% male and 39% female. According to County data, 33% of this group is Black/African American, 29% are white, 14% are Hispanic or Latino, 4% are Asian, 2% are multiracial, 4% are "Other" and 14% are identified as "Unknown." The age distribution of the population includes: 20 and younger: 8%, 21 to 30: 38%, 31 to 40: 28%, and 41 to 50: 25%. Data show that 98% of the ABAWD population in Contra Costa County is proficient in English, and that 2% are Spanish speakers, with fewer than 1% who have another primary language. In the category of citizenship, just 3% of those classified as ABAWDs are non-citizens.

CalFresh E&T has been available to residents of Contra Costa County for a number of years, although it has included a relatively small number of participants, in part due to the voluntary nature of the program. The small scale is also due to the lack of capacity among local providers to support the necessary administrative overhead and also provide eligible 50% matching funds in order to receive reimbursement. In Federal Fiscal Year 2017 there were a total of 88 CalFresh E&T participants in Contra Costa County, of whom 30% were female and 70% were male. Within that group, 45% were Black/African American, 30% were White, 10% were multiracial, 8% identified as "Other", 3% Asian, and 2% American Indian or Alaska Native. In addition, 18% of the group identified as Hispanic or Latino. The age range of participants was as follows: 18 to 35: 48%, 36 to 49: 41%, 50 to 59: 9%, and 60 or older: 2%. Among current

¹ Data provided by Contra Costa County Employment and Human Services Department, Workforce Services Division on December 19, 2018.

² The ABAWD classification includes adult CalFresh recipients between the ages of 18 and 49 who are considered able-bodied and do not have dependent children.

³ Fact Sheet: Contra Costa County CalFresh Recipients May be Facing ABAWD Time Limits Previously Waived, Contra Costa County Employment and Human Services Department, Policy and Planning Division, March 2018, for internal distribution.

participants in CalFresh E&T programs in Contra Costa County, 100% are English proficient.⁴

2. Workforce Services Needed

*Assess the types of workforce services needed to help people receiving CalFresh succeed in the regional and local labor market, including those services that are eligible for 50% federal reimbursement from CalFresh E&T (e.g. ESL classes, work experience, apprenticeship).**

CalFresh recipients in Contra Costa County who are able to work have multiple challenges to success in the regional and local labor market. Many have a limited work history, lack a high school diploma or GED, lack stable housing, and have physical or mental health challenges. These characteristics of the CalFresh population have particular implications for the types of workforce services that are most beneficial. While optimal outcomes can be obtained by participating in sector-based training, many CalFresh participants need a more basic level of workforce and other supportive services that can include remedial education, basic/essential skills training, and social emotional skills required to navigate the workplace.

A history with the criminal justice system and limited English proficiency represent other challenges common to the CalFresh population. Based upon their differing circumstances, CalFresh recipients have the need for a range of workforce services. Each individual is unique, and it is critical that services be tailored specifically to meet individual needs.

For individuals who lack previous experience in the workplace, training in basic or essential skills is critical to helping them function effectively in the workplace. These skills include effective communication with customers, fellow employees, and supervisors.

Those with educational limitations may require support in obtaining a GED or high school diploma, or may need more basic literacy instruction. Adult Education programs associated with local school districts in the county offer support in obtaining a GED or high school diploma, and other community based organizations can provide literacy support. Limited English proficiency CalFresh recipients can also be served by Adult Education and these community based partners.

As the WDBCCC expands the array of workforce services accessible to CalFresh recipients, it will be guided by the following best practices identified in a recent report by the USDA Food and Nutrition Service, Office of Policy Support:

- Services are based on an individualized assessment of the workforce-related strengths and weaknesses of SNAP clients;
- Services comprehensively address an individual's need for skills training, basic skills education, and overcoming barriers to employment;
- Services help participants earn credentials valued by employers in their chosen industry or sector; and
- Services help develop skills that are closely linked to labor market demands in the local area.⁵

3. Employment Barriers

Describe the employment barriers experienced by people receiving CalFresh in your local area/region, including potential barriers faced by people with disabilities, and resources that can be utilized to assist

⁴ Data provided by the California Community College Foundation on December 12, 2018.

⁵ Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E & T) Best Practices Study: Final Report, USDA Food and Nutrition Service, Office of Policy Support, November 2016.

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*with overcoming these barriers, including those resources eligible for 50% federal reimbursement from CalFresh E&T (e.g. job readiness, child care, criminal history).**

While the majority of those who receive SNAP/CalFresh benefits have a strong commitment to participating in the workforce, there are significant barriers that prevent them from doing so. These barriers were identified by both participants in public forums throughout the county, as well as in a recent national study on SNAP recipients. Perhaps the most important barrier is a lack of recent work experience. In a recent study, more than two-thirds (68 percent) of non-employed SNAP recipients had not worked in the past 18 months.⁶ The longer an individual remains outside the workforce, the more difficult it becomes to reenter.

Physical and mental health conditions were identified by public meeting participants as another major impediment to successful employment. A substantial portion of people on SNAP/CalFresh have a physical, mental, or other health condition that limits their capacity for work. National data show this number to be close to half of all participants.⁷

Limited education is another barrier experienced by a significant number of CalFresh recipients in Contra Costa County. More than 30 percent of SNAP recipients lack a high school diploma, and 9 percent have not completed the eighth grade.⁸ In an era where job requirements for education and training continue to grow, this represents a major hindrance to successfully entering the job market.

Taking care of children or other individuals was mentioned multiple times as a barrier to employment in the public forums and in the national study. Nearly one quarter of SNAP participants nationally had at least one child younger than 3-years-old.⁹ The cost of childcare can easily account for a majority of the earnings for someone in an entry-level job or less than full time employment.

Limited access to transportation is frequently identified by CalFresh recipients as a barrier, with public transportation unavailable or requiring an inordinate amount of time to get to training or the workplace. This barrier is particularly acute for individuals living in the eastern portion of the county.

A range of resources eligible for CalFresh E&T 50% reimbursement are available through the existing CalFresh E&T program in Contra Costa County. These include:

- Case management, including goal setting
- Participant assessments
- Pre-employment job readiness training
- Career skills training, including job search, communication skills, career advancement
- Resume and application preparation support
- Interview preparation
- Placement assistance including referrals to sector based employment
- College orientation and success planning

⁶ Supplemental Nutrition Assistance Program Participants' Employment Characteristics and Barriers to Work, Mathematica Policy Research, James Mabli, Irina Cheban, July 19, 2017.

⁷ The Mathematica study found that 49% of individuals receiving SNAP fell into this category, p. 27.

⁸ Ibid, page 28.

⁹ Ibid, page 28.

- Financial education and financial coaching
- Vocational training for administrative careers (Opportunity Junction)

Participant reimbursements for the following costs related to CalFresh E&T are also available:

- Dependent care to enable participation in CalFresh E&T activities
- Transportation to training or work
- Clothing and tools required for training, interviews or work
- Emergency housing assistance and one-time utility payments
- Legal services related to housing, employment and expungement
- Medical expenses as required for employment
- Test and registration fees such as GED

4. Current and Prospective Local Partnerships

*Explain current and prospective local partnerships, including partnerships with local workforce development boards, local Human Service Agencies, and other CalFresh E&T providers, including those that are eligible for 50% federal reimbursement from CalFresh E&T (e.g. community colleges, community-based organizations, and other third-party providers). Describe the quality and level of intensity of services provided by these partners.**

The WDBCCC recently participated as a member of the Core Planning Team for a process in Contra Costa County designed to prepare for the expiration of the ABAWD work requirement waiver in the county. As a result, the WDBCCC has been able to become better informed about CalFresh and CalFresh E&T. It has also forged stronger relationships with key partners providing workforce services for those participating in CalFresh, including the following:

- Contra Costa County Employment and Human Services-Workforce Services department, which provides assessments for CalFresh eligibility and maintains data on CalFresh participants in the County.
- Rubicon Programs, which serves as one of the two CalFresh E&T providers in the county, using AB109 matching funds to focus services on individuals experiencing reentry. Rubicon served a total of 74 CalFresh E&T participants in 2017.
- Opportunity Junction, an east county CalFresh E&T provider. Opportunity Junction provided CalFresh E&T services to 14 participants in 2017.; and
- The California Community College Foundation, which serves as an intermediary for CalFresh E&T providers in Contra Costa County.

The WDBCCC will build upon these strengthened relationships to better provide WIOA services to CalFresh participants.

The WDBCCC is currently engaged in the next stage of the process of planning for the expiration of the ABAWD work requirement waiver, participating in two multi-stakeholder workgroups involved in planning and implementation. The first group is focused on the expansion of CalFresh E&T provider capacity in Contra Costa County, will be planning outreach to potential CalFresh E&T providers, assessing their capacity to serve in this role, and providing support as needed. The second workgroup and providing outreach and assessments to CalFresh recipients to determine who may be eligible for exemptions.

5. Information Sharing to Evaluate Need

*Describe the ways in which program partners will facilitate information sharing to evaluate need.**

The WDBCCC will continue to expand its collaboration and information sharing with staff in Contra Costa County Employment and Human Services-Workforce Services who are responsible for the CalFresh program. Participation in the CalFresh E&T workgroup will also help the WDBCCC to keep fully updated on the development of new workforce services for the CalFresh population. As a result, the WDBCCC will better understand the workforce services needs of the CalFresh population, and can plan for delivery of Concord AJCC/One Stop services to meet those needs.

The WDBCCC will share information with the backbone organization for CalFresh E&T in Contra Costa County, the California Community College Foundation, regarding its planned expansion of CalFresh E&T capacity in the county. This will enable the WDBCCC to determine how it can best provide support to CalFresh E&T participants through WIOA-funded services. Because demand for CalFresh E&T services in Contra Costa County will increase significantly following the expiration of the ABAWD waiver in September of 2019, this will be a particularly important time to strengthen information sharing regarding needed services.

B. Assessment of Need and Population Size for Non-Custodial Parents

1. Child Support Program Population Overview

Provide an overview of the size of the Child Support Program population in your local area including the following:

- *An assessment of areas of high concentration.*
- *The percentage of noncustodial parents who are unemployed.*
- *The percentage of noncustodial parents who are ex-offenders.*
- *To the extent feasible, demographic information including race, ethnicity, gender, etc.**

There are 25,274 open cases with non-custodial parents (NPs) in Contra Costa County; 9,500 of those individuals have a physical address in the county. Of those local individuals, 3,707 (39%) have no active employment record¹⁰ and 1,936 of these individuals (20.4%) have a current or past record of incarceration.

With regard to sex, 89.8% of NPs are male while 9.86% of NPs are female, and 0.34% are unknown. In addition, 26.99% of NPs are African-American, 29.73% are Hispanic, 22.64% are white, 14.84% are unknown, fewer than 5% are Asian or Pacific-Islander, and 0.2% are Native American or Alaskan Native.

The table below shows the areas of the county with the highest concentrations of NPs. These areas are largely concentrated in the eastern and western portions of the county.

Table 1: Cities in Contra Costa County with Highest Concentration of Non-custodial Parents			
	Percentage of Total County Population	Percentage of Total Child Support	Location in County

¹⁰ An active employment record is an indicator that Contra Costa County Department of Child Support Services received information of an active relationship between the non-custodial parent and an employer and has not received subsequent information informing them that the employment status has changed.

		Population	
Bay Point	1.97%	4.49%	East County
San Pablo	2.72%	6.05%	West County
Pittsburg	6.29%	13.04%	East County
Antioch	9.74%	19.01%	East County
Richmond	9.59%	16.54%	West County
El Sobrante	1.10%	1.69%	West County
Oakley	3.64%	5.12%	East County
Martinez	3.35%	4.31%	Central County

2. Services Needed

*Provide an assessment of the types of services needed for each targeted group challenged with meeting their parental responsibilities.**

- *Describe the relative importance of the types of services needed to help program participants succeed in the labor market.**

This population faces the challenge of needing to earn a sufficient wage to both provide child support and pay for the cost of living in a region with a skyrocketing cost of living. Many non-custodial parents are underemployed or sporadically employed, and have low levels of education, making it even more challenging to secure employment and earn sufficient wages. Individuals with a history of incarceration face a particular challenge because they often have substantial child support payments in arrears when they are released from prison.

The populations in Contra Costa County have need for a variety of services to help them in meeting their parental responsibilities. Some of the most critical services for this population include the following:

1. Support to obtain a GED in order to better qualify for positions
2. Support and training to gain basic skills and other essential skills required to be successful in the workplace
3. Improved tracking of Child Support participants and coordination with them to set payment amounts at an appropriate level

Additional services that would be useful for this population include:

1. English as a Second Language instruction for those who are learning English.
2. Sector-based training so people can obtain higher paying jobs.
3. Legal assistance in renegotiating the terms of their child support obligation so that it is an appropriate amount in relation to their financial circumstances.
4. Greater communication between the Child Support Program and partners, including the WDBCCC, regarding client participation in training programs, to inform decisions on renegotiating terms of child support obligations until the individual has become employed.
5. Realistic financial planning support.

Overall, there is a need for a less punitive approach to working with non-custodial parents that encourages employment and can lead to better outcomes for everyone involved. In addition, there is a need for enhanced identification of individuals who are *willing* to pay child support, but are financially unable. Since motivation is a key element to success in workforce training and

employment, these individuals could then be more strongly targeted for workforce services, compared to other groups.

3. Services Currently Provided

*Describe the types of baseline services that are currently being provided in the local area to individuals from the Child Support Program population and how the regional and/or local plans will modify the types and quantity of services provided.**

Non-custodial parents (NPs) are included among the population of those who receive services from the Workforce Development Board of Contra Costa County (WDBCCC), but the WDBCCC has not separately tracked those individuals in the past. The WDBCCC and partners do provide services that may benefit individual members of the Child Support program population, such as reentry and financial mobility services.

The WDBCCC will work with the Child Support Program (CSP) to better coordinate efforts to work with NPs. The CSP will work on improved identification of NPs who would benefit from workforce services, and on referring those individuals to the appropriate supportive services. The WDBCCC and partners will also start tracking NPs so they can improve communication and coordination with the CSP and make it easier for the CSP to track individual's employment status.

4. Barriers Experienced by Child Support Program Participants

*Describe barriers experienced by Child Support Program participants in your local area, including potential barriers faced by people with disabilities.**

- *What existing resources can be utilized to assist with overcoming these barriers?**

Child Support Program (CSP) participants in Contra Costa County face a variety of barriers to meeting their parental responsibilities.

First, many individuals face challenges such as the extremely high cost of housing, a suspended drivers license (as a result of delinquent child support payments), substance abuse, domestic violence, and/or bad credit history and difficulty accessing low-interest loans.

In addition, many individuals in this population face barriers to becoming employed. Undocumented, formerly incarcerated, and individuals with intellectual and developmental disabilities all face specific challenges to employment, as described elsewhere in this plan, which can compound the challenges faced in securing a job that allows the individual to meet their child support payments.

The CSP also faces barriers in effectively serving this population. CSP cannot spend their funding on direct services. In addition, the program faces significant challenges in communicating with case participants about updates to their employment status. Participants often do not realize they need to communicate updates or choose not to out of fear of losing wages to child support payments.

There are a wealth of resources in Contra Costa County available to support job seekers that could benefit non-custodial parents seeking employment. The CSP could better support program participants in addressing their barriers to employment by being more aware of these services and resources, and by implementing systems to better identify participants that may be eligible for or would benefit from those services. Some of the existing resources that could help non-custodial parents address their barriers to employment include:

1. **Opportunity Junction** provides comprehensive financial services, job training, career counseling, and placement assistance. Their services can be useful to individuals with a

past history of incarceration and other individuals with limited employment history or employable skills.

2. **SparkPoint Centers** are financial education centers. The services focus in three areas: managing credit, increasing income (from accessing public benefits to finding a good job), and building savings and assets for financial literacy. These services could help non-custodial parents establish greater financial stability, which would help them with meeting child support payments and get support in finding a good job.
3. **Free and low cost adult education resources** offered by school districts and community colleges throughout the county.
4. **Workforce Innovation Opportunity Act** funding of up to \$5,000 for individual training, including case management and supportive services.
5. **Fidelity Bonding Program** through the Employment Development Department, which can help individuals with low credit become bonded. This can help individuals increase their employability.
6. **Pell Grants** to support further education.

5. Information Sharing to Evaluate Need

*Describe the ways in which program partners will facilitate information sharing to evaluate need.**

To best evaluate the needs of this population, the Child Support Program (CSP) will identify individuals that would benefit from training and employment support and will connect those individuals with WDBCCC and other partners for assessment and delivery of needed workforce services. The WDBCCC will also work with the CSP to establish a communication pathway for updating CSP staff on the progress of clients in workforce training, employment, and retention. To support this, the WDBCCC will amend their intake process to track whether they are working with a non-custodial parent and will get necessary permissions from participants so they can share information with CSP, depending on confidentiality requirements. The WDBCCC has taken part in initial conversations on setting up a system to enable those who are working towards employment to get temporary relief on their child support payments. Finally, the WDBCCC will coordinate with other relevant partners that serve this population to better identify needs and track progress.

C. Partnerships and Engagement to Increase Competitive Integrated Employment for Jobseekers with Intellectual and Developmental Disabilities (ID/DD)

1. Engagement with Local Partners

*Explain how your area is engaged or plans to become engaged with local partners to increase CIE for jobseekers with ID/DD.**

The Workforce Development Board of Contra Costa County (WDBCCC) has existing partnerships with several organizations, in an effort to increase Competitive Integrated Employment (CIE) for jobseekers with Intellectual and Developmental Disabilities (ID/DD). Current partnerships include: Adult Education programs through West Contra Costa Unified School District and Mt. Diablo Unified School District (WCCUSD), Earn and Learn, Regional Center, Futures Explored, East Bay Innovations, the Department of Rehabilitation, Employer Advisory Council, and Bridges to Success. Potential partners include Best Buddies, Adult Living Center, Commercial Support Services, Toolworks., and Green Ridge.

One example of WDBCCC work in this area includes current implementation of a grant from the California Employment Development Department for the Disability Employment Accelerator

grant. Through this grant the WDBCCC serves a diverse population that includes: 1) People with intellectual and developmental disabilities, 2) Those with physical disabilities, and 3) Veterans with disabilities. This project seeks to accelerate employment for people with disabilities (PWD) in regional high-demand industry sectors through three key strategies: 1) Developing and supporting work-based training that can facilitate the transition to full time employment; 2) Educating employers in regional high-demand sectors about the benefits of hiring PWD; and 3) Strengthening partnerships and communication between education, high-demand employers and workforce service providers in order to create a more direct path to employment for PWD in the East Bay Region. Other project partners include community colleges, University of California Berkeley, St. Mary's University, and the other workforce development boards within the Regional Planning Unit.

In addition, many of the organizations in Contra Costa County have participated in the development of the Alameda and Contra Costa Local Partnership Agreement (ACC-LPA), where a wide set of partners from both counties came together to foster preparation for and achievement of Competitive Integrated Employment (CIE) in the region.

The core ACC-LPA partners that are located in Contra Costa County include:

- Regional Center of the East Bay
- Department of Rehabilitation, Greater East Bay District
- Contra Costa County Office of Education
- Mount Diablo Unified School District
- San Ramon Valley Unified School District
- West Contra Costa Unified School District

This group will continue to meet quarterly to expand and solidify their efforts, bringing in new partners (including the WDBCCC), and creating county-specific sub-groups that can focus on the specific issues and collaboration needed within each county.

To increase engagement with local partners and increase support for jobseekers with ID/DD, WDBCCC would like to enhance coordination among partners working with this population. The ACC-LPA lays out significant thinking on referral processes, information sharing, and other practices for guiding the collaborative work of partners. To improve partner coordination in Contra Costa County, WDBCCC and other partners will work to align with and build off the approaches identified in the LPA to establish consistency and cohesion in practices. WDBCCC will also work with partners to coordinate regular (quarterly or semi-annual) meetings of all local partners to improve coordination, information sharing, and partnership.

WDBCCC will work with partners to analyze the current service delivery systems to identify modifications that would make them more effective and accessible. For example, WDBCCC will work with partners to improve the referral system with steps such as increasing linkages between partners to service providers, creating a partner referral mechanism for tracking referrals, and ensuring warm handoffs in both directions. Other steps may include revising the information that is available to partners and the ID/DD population to make the language more accessible (such as fewer acronyms), and fleshing out training opportunities that can affect individuals with ID/DD, such as training direct service providers to become certified to ask if people have a disability and what supports they need.

2. Local Board Partnerships

*List the names of organizations the Local Board is partnering with to implement these plans.**

The Workforce Development Board of Contra Costa County (WDBCCC) currently has

partnerships with a variety of organizations (as described in Section 1) to coordinate their efforts to serve individuals with ID/DD. In order to implement the plans described elsewhere in this document, WDBCCC will form additional partnerships with organizations in the community. In the future, the WDBCCC will build upon relationships established through its DEA initiative. Additional planned partnerships include the Office of Federal Contract Compliance and the Ernst and Young Centers for Excellence to explore the possibility of creating a pilot for employing autistic individuals in Contra Costa County. The WDBCCC will also research models such as Toolworks, a social enterprise in the County that employs more than 100 individuals with disabilities in janitorial and staffing businesses, and Project Search, a national program with local branches that prepares young people with significant disabilities for success in CIE.

WDBCCC has a number of employer partners that have expressed interest in hiring individuals with ID/DD. The WDBCCC will seek to further educate employers on how to work with individuals with ID/DD. To further the plans described in this document, WDBCCC will develop long term partnerships with employers to improve education and awareness levels for working with ID/DD populations and increase employment opportunities for individuals with ID/DD.

3. Level of Participation

*If participating in CIE LPA as explained above, please describe the level of participation.**

The initial CIE LPA meeting in Contra Costa County will be held on January 29, 2019. While the regional CIE LPA was originally structured to include both Alameda and Contra Costa counties, the core partners determined that it would be valuable to meet at the county level in order to make the meetings more productive. The WDBCCC will attend this meeting as an invited community partner, will participate in the development of strategic goals for 2019, and plans to become a regular participant in subsequent quarterly meetings.

D. Engaging with Partners to Better Understand the Needs of English Language Learners, the Foreign Born, and Refugees

1. Local Board Engagement with Stakeholders

*In areas where County Employment Service Plans do not exist, Local Boards are required to engage with stakeholders, including community based organizations, to better understand the data, demographics, employment trends and other relevant information specific to the LEP, foreign born and refugee populations. This information should inform the development of strategies to serve this target population. Specifically, Local Boards should engage stakeholders to accomplish the following:**

- *Understand the demographics, barriers to employment and any other relevant information about the target population.**
- *Develop an assessment of gaps in services that English Learners, foreign born and refugees experience in the workforce system.**
- *Identify strategies for outreach and recruitment to these target populations.**
- *Identify strategies detailing how Local Boards will work with partners to better serve the LEP, foreign born and refugee population.**

1. Target Population

*Understand the demographics, barriers to employment and any other relevant information about the target population.**

A total of 6.7% of the households in Contra Costa County are limited English speaking households, with higher concentrations of limited English speakers in some areas. In the county, 24.7% of the population is foreign-born.^{11, 12}

¹¹ U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates, Table S1602.

Contra Costa County is designated by the California Department of Social Services as one of ten refugee-impacted counties in the state, with a large population of refugees residing there.¹³ These resettled refugees have varying levels of education; some are highly educated but may not understand the American job market or what employment opportunities are open to them while others have low education levels and require intensive assistance.¹⁴ In 2013-2017, 43% of refugees were from the Middle East/Iraq, 27% were from Iran, 10% were from Africa, 4% were from Afghanistan, and 4% were from Southeast Asia.¹⁵

Barriers for the refugee population include: lack of documentation; limited education, lack of computer literacy, and limited English proficiency; limited access to childcare and transportation; homelessness; for undocumented individuals, a mistrust and fear of seeking help; lack of self-confidence; the double barrier of lacking general literacy skills and lacking English language skills; cultural stigma about applying for benefits; and cultural limitations for women from countries where education and employment are not encouraged for females. Refugees with higher levels of education and professional experience in their country may not be aware of the resources available to help them obtain employment related to their previous training. Additionally, refugee women who traditionally would have stayed home to raise children are increasingly seeking employment due to the high cost of living in the United States.

The political climate has also decreased the feeling of safety in these communities, causing even documented individuals to experience the fear of separation from their families. This can make it less likely for individuals to pursue services and workforce training that they are eligible for.

Furthermore, addressing the needs of refugees requires an understanding the different circumstances of various refugee groups. For instance, according to WDBCCC partners, Afghan refugee families are often Special Immigrant Visa holders and can work as soon as they arrive. The men are often well educated and have fewer barriers, while the women tend to experience more employment barriers and may be illiterate in their own language. Serving such a family requires a customized approach for each individual in order to meet their particular needs.

2. Gaps in Services

*Develop an assessment of gaps in services that English Learners, foreign born and refugees experience in the workforce system. **

Gaps in services for English Learners (ELs), foreign born, and refugees include the following: a need for greater availability of resources in all the languages that individuals need, additional support for people who are contradicting cultural norms, training in cultural competence (e.g., eye contact in a job interview or working in teams once employed), job coaching, and educational training programs targeted specifically to this population. Several key gaps in services include access to supportive services for child care, transportation, resources that are available on evenings and weekends, and mental health services and support. Public input meeting participants also cited knowledge-based gaps that affect this population's ability to

¹² U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates, Table DP02.

¹³ Refugee Impacted Counties. California Department of Social Services. Accessed on December 11, 2018. <https://www.cdss.ca.gov/inforesources/Refugees/CRCs/Refugee-Impacted-Counties>

¹⁴ Refugee Services Plan. Contra Costa County Employment and Human Services Department. Plan Years 2016-2019.

¹⁵ Refugee Arrivals Into California by Country/Region of Origin. Federal Fiscal Years 2013-2017. California Department of Social Services.

participate in the workforce system, including computer and technology skills and knowledge (along with low access to computers), education, knowledge on legal rights in the workplace (i.e., on issues such as hours and safety), language barriers, and vocational training.

For service providers, meeting participants also named the following gaps: a lack of smooth handoffs between agencies and services, insufficient interagency communication, low cultural competence of staff delivering services, and a lack of agency capacity. There is also a lack of connections to other organizations, including faith-based organizations and organizations that help more highly-educated professionals. Participants also cited a need for more contextualized ESL classes to help students bridge from language instruction to skills needed for employment (e.g., working in groups, critical thinking, etc.).

3. Strategies for Outreach and Recruitment

*Identify strategies for outreach and recruitment to these target populations.**

Public input meeting participants suggested a number of strategies that the WDBCCC plans to implement to improve outreach and recruitment to target populations. For reaching the Hispanic community, strategies included advertising services through the Spanish media, including bilingual radio stations, television, and Spanish Facebook ads. More broadly, meeting participants recommended identifying community-based, faith-based, and cultural organizations that serve specific populations and have a strong position in specific communities and/or are run by individuals from those communities. WDBCCC will work with those organizations to share information and resources in a targeted way to specific groups. Similarly, WDBCCC will make information about workforce services more broadly available by providing information and resources at other community access points, including schools (preschools, K-12, adult schools, and community colleges), libraries, SparkPoint centers, the Employment and Human Services Department (EHSD) office, Latina Center, Lifelong Medical Care, and local businesses. Finally, WDBCCC should consider working with members of this population who have received employment support to provide information to others in their community.

Meeting participants also suggested strategies for partnering with organizations that serve specific populations. For example, WDBCCC should partner with Adult Schools, which have a strong history of serving this population and could provide transition specialists that can support individuals in transitioning to community college. In addition, WDBCCC should build partnerships with key organizations that work with refugees in the area, such as Catholic Charities of the Bay Area (the primary supporter of refugees in the Bay Area), International Refugee Council, Monument Impact, and Lao Family Services.

In addition, meeting participants recommended that WDBCCC strengthen referral relationships to improve client outcomes. This would include identifying community-based organizations for referrals for wrap-around support for clients receiving workforce services; establishing a cross-referral relationship with CoCo Kids for identification of parents who need workforce services; and establishing referral relationships with organizations that provide support in applying for an Individual Tax Identification Number for those who do not have a social security number.

The WDBCCC will also seek to expand opportunities for communication with partners that directly serve this population, in order to learn more about their resources and how the WDBCCC can leverage and support their activities.

Finally, meeting participants recommended WDBCCC help organizations improve their capacity to work with this population by increasing the number of their staff and leadership that reflect the communities of the populations they serve and by building the cultural competence of all staff.

4. Strategies for Working with Partners

*Identify strategies detailing how Local Boards will work with partners to better serve the LEP, foreign born and refugee population.**

The Workforce Development Board of Contra Costa County (WDBCCC) identified a number of strategies for working with partners to better serve the LEP, foreign born, and refugee populations.

First, the WDBCCC will work to increase collaboration among partners by using Workforce Integration Network (WIN) meetings to convene providers to discuss how to best support this population and working with partners to help them figure out how they can support their client's employment and training needs.

The WDBCCC will also work to improve the referral process with partners and coordination of services through the WINs. They will ensure warm handoffs between organizations and follow up on referrals to confirm clients are receiving the services they need. The WDBCCC will also increase coordination with partners to provide more integrated services for clients. They will work with partners to hire community navigators to serve the populations and individuals most in need, to help them navigate the services they require.

In addition, the WDBCCC will work with partners to increase communication and outreach to the community. First, they will work with partners to support the development of a centralized information hub that outlines all relevant resources available to this population to ensure WDBCCC, partners, and community members are aware of all community resources available. They will also work with partners to streamline messaging to the immigrant community about services and programs to make it clear that available resources are integrate and connected. The Contra Costa Workforce Collaborative will also play an important role as a referral network for this population.

The WDBCCC will work to expand relevant educational opportunities for this population, such as concurrent vocational and language training, and partnering with community colleges to enable individuals to participate in non-credit community college courses (which they can enroll in regardless of citizenship status).

The WDBCCC will work to expand connections to employers and opportunities for employment. They will expand employer partnerships to encourage direct employment where possible. They will also partner with a foreign degree evaluation service (i.e., Upwardly Global) to help individuals find employment opportunities to apply training and education from their home country. Finally, WDBCCC will work with partners to host job fairs with job opportunities targeted for this population.

Local Board Assurances

Through Program Year 2017-21, the Local Workforce Development Board (Local Board) assures the following:

- A. The Local Board assures that it will comply with the uniform administrative requirements referred to in the *Workforce Innovation and Opportunity Act (WIOA)* Section 184(a)(3).
- B. The Local Board assures that no funds received under the WIOA will be used to assist, promote, or deter union organizing (WIOA Section 181[b][7]).
- C. The Local Board assures that the board will comply with the nondiscrimination provisions of WIOA Section 188.
- D. The Local Board assures that the board will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIOA Section 188.
- E. The Local Board assures that funds will be spent in accordance with the WIOA, written Department of Labor guidance, and other applicable federal and state laws and regulations.
- F. The Local Board assures it will comply with future State Board policies and guidelines, legislative mandates and/or other special provisions as may be required under Federal law or policy, including the WIOA or state legislation.
- G. The Local Board assures that when allocated adult funds for employment and training activities are limited, priority shall be given to veterans, recipients of public assistance and other low-income individuals for Individualized Career services and training services. (WIOA Section 134[c][3][E], and California Unemployment Insurance Code [CUIC] Section 14230[a][6])
- H. The Local Board certifies that its America's Job Center of CaliforniaSM (AJCC) location(s) will recognize and comply with applicable labor agreements affecting represented employees located in the AJCC(s). This shall include the right to access by state labor organization representatives pursuant to the *Ralph Dills Act* (Chapter 10.3 [commencing with Section 3512] of Division 4, of Title 1 of the Government Code, and CUIC Section 14233).

- I. The Local Board assures that state employees who are located at the AJCC(s) shall remain under the supervision of their employing department for the purposes of performance evaluations and other matters concerning civil service rights and responsibilities. State employees performing services at the AJCC(s) shall retain existing civil service and collective bargaining protections on matters relating to employment, including, but not limited to, hiring, promotion, discipline, and grievance procedures.
- J. The Local Board assures that when work-related issues arise at the AJCC(s) between state employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employee's civil service supervisor. The AJCC operators and partners shall cooperate in the investigation of the following matters: discrimination under the *California Fair Employment and Housing Act* (Part 2.8 [commencing with Section 12900] of Division 3, of Title 2 of the Government Code), threats and/or violence concerning state employees, and state employee misconduct.
- K. The Local Board assures that it will select the One-Stop Operator with the agreement of the Chief Elected Official (CEO), through a competitive process, or with approval from the local elected official and the Governor's Office. (WIOA Section 121[d][2][A]). The AJCC Operator is responsible for administering AJCC services in accordance with roles that have been defined by the Local Board.

SIGNATURE PAGE

Instructions

The Local Board chairperson and local CEO must sign and date this form. Include the original signatures with the request.

By signing below, the local CEO and Local Board chair agree to abide by the Local Area assurances included in this document.

**Local Workforce Development Board
Chair**

Local Chief Elected Official

Signature

Signature

Name

Name

Title

Title

Date

Date



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Termination of Contract #27-800-7 with VVS Primary Care Medical Group, Inc. (dba Piedmont Primary Care)

RECOMMENDATION(S):

RATIFY action of the Health Services Director's designee (Patricia Cline), who issued a 30-day advance written notice to VVS Primary Care Medical Group, Inc. (dba Piedmont Primary Care), a corporation, to terminate Contract #27-800-7, for provision of primary care services to Contra Costa Health Plan (CCHP) members, effective at the end of business on June 15, 2019.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

On March 27, 2018, the Board of Supervisors approved Contract #27-800-6 with VVS Primary Care Medical Group, Inc. (dba Piedmont Primary Care) for the provision of primary care services to CCHP members, for the period from May 1, 2018 through April 30, 2020.

Approval by the Board of Supervisors will ratify the actions of the Health Services Department issuing a 30-day advance written notice to the Contractor, in accordance with General Conditions, Paragraph 5. (Termination) that the Contract is terminated effective at the end of business on June 15, 2019.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: Noel Garcia, Marcy Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Approve New and Recredentialing Providers in Contra Costa Health Plan’s Community Provider Network

RECOMMENDATION(S):

APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director on July 31, 2019, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisors approval must be contained within each Contra Costa Health Plan (CCHP) provider’s credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable the CCHP to comply with this requirement.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, CCHP’s providers would not be appropriately credentialed and not be in compliance with the NCQA.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Sharron Mackey,
925-313-6104

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

By: , Deputy

cc: Heather Wong, Marcy Wilhelm

ATTACHMENTS

Attachment

**Contra Costa Health Plan
Providers Approved by Medical Director
July 31, 2019**

CREDENTIALING PROVIDERS JULY 2019	
Name	Specialty
Abey, Nicole, MS	Qualified Autism Provider
Alonsagay, Paulette, BA	Qualified Autism Professional
Anam, Smitha, MD	Nephrology
Arellano, Leah Marie, BCBA	Qualified Autism Provider
Ashmore, Matthew, RBT	Qualified Autism Paraprofessional
Canilao, Janessa, BCBA	Qualified Autism Provider
Chang, Heidi, MD	Gynecologic Oncology
Di Franco, Pamela, NP	Primary Care Family Medicine
Girard, Angie, NP	Primary Care Family Medicine
Golmaryami, Farrah, PhD, BCBA	Qualified Autism Provider
Guevara, Jillian, BCBA	Qualified Autism Provider
Hanley, Lauren, LCSW	Mental Health Services
Honda, Malia, MD	Family Planning
Kalberer, James, HAD	Hearing Aid Dispenser
Kuo, Suyeu, BS	Qualified Autism Professional
La Torre, Gabriela, BA	Qualified Autism Professional
Milton, Jeanna, BCBA	Qualified Autism Provider
Nault, Andrea, BCBA	Qualified Autism Provider
Sanchez, Maricarmen, RBT	Qualified Autism Paraprofessional
Schmidt, Margaret, PA	Mid-Level Urgent Care
Slade Ruiz, Moana, RBT	Qualified Autism Paraprofessional
Zimmerman, Ben, MA	Qualified Autism Provider

CREDENTIALING ORGANIZATIONAL PROVIDER JULY 2019		
Provider Name	Provide the Following Services	Location
Familytree Medical Transport, LLC	Non-Emergency Medical Transportation	Pinole

RE-CREDENTIALING PROVIDERS JULY 2019	
Name	Specialty
Anderson, David, MD	Cardiovascular Disease
Arias-Vera, Jose R., MD	Primary Care Internal Medicine
Chen, Gigi, MD	Hematology/Oncology
Crow, Bradley, MD	Orthopaedic Surgery

RECREDENTIALING PROVIDERS JULY 2019	
Name	Specialty
Jahangiri, Mohammad, MD	Psychiatry
Lee, Scott E., MD	Surgery – Oculoplastic
Lerner, Dimitry, MD	Gynecologic Oncology
Linder, Eileen, OD	Optometry
Mahdavi, Abbas, MD	Primary Care Pediatrician
Moncada, Liliana, LCSW	Mental Health Services
Murtha, Shaunna, LCSW	Mental Health Services
Ray, Sanjay, MD	Cardiovascular Disease
Robles, Robert, MD	Hematology/Oncology
Skocypec, Cynthia, BCBA	Qualified Autism Provider
Stephens, Marlene, MFT	Mental Health Services
Swope, Brian, MD	Primary Care Pediatrician
Tai, Chien, OD	Optometry
Yeich, Edward, NP	Mid-Level Urgent Care

RECREDENTIALING ORGANIZATIONAL PROVIDERS JULY 2019		
Provider Name	Provide the Following Services	Location
Bio Medical Applications of Fremont, Inc. dba: Fresenius Medical Care Fremont	Dialysis	Fremont
Hospice Preferred Choice, Inc. dba: Aseracare Hospice	Hospice	Stockton
Noble Hospice & Home Health Care, Inc. dba: Noble Hospice & Home Health Care, Inc.	Home Health	Fremont
RAI Care Centers of Northern California I, LLC dba: RAI-Chadbourne-Fairfield	Dialysis	Fairfield



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Amendment Agreement #28-342-2 with Mt. Diablo Unified School District

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #28-342-2 with Mt. Diablo Unified School District, a government agency, effective September 1, 2019, to amend Interagency Agreement #28-342-1, to allow County to provide additional school-based mobile clinic services to children within the Mt. Diablo Unified School District, for the period from March 1, 2017 through August 31, 2020.

FISCAL IMPACT:

This is a non-financial agreement.

BACKGROUND:

This Contract meets the social needs of County's population by providing mobile clinic services, including comprehensive physical exams, immunizations, TB testing, sports physicals, and well-child care to low-income and disadvantaged school children and youth at Mt. Diablo, Ygnacio Valley, Concord, and Olympic High Schools, and Cambridge, Meadow Homes, Sun Terrace and Bel Air Elementary Schools.

On March 21, 2017, the Board of Supervisors approved Interagency Agreement #28-342-1 with Mt. Diablo Unified School District

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Dan Peddycord,
925-313-6712

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

to provide school-based mobile clinic services to children within the Mt. Diablo Unified School District (“District”), for the period March 1, 2017 through August 31, 2020, including County’s agreement to indemnify the District.

Approval of Amendment Agreement #28–342-2 will allow County to provide additional school-based mobile clinic services to children within the Mt. Diablo Unified School District through August 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, low-income and disadvantaged school children and youth in Central Contra Costa County will not receive additional 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.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 10, 2019

Subject: Disposal of Surplus Property

RECOMMENDATION(S):

DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Section 1108-2.212 of the County Ordinance Code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is either obsolete, worn out, beyond economical repair, or damaged beyond repair.

CONSEQUENCE OF NEGATIVE ACTION:

Public Works would not be able to dispose of surplus vehicles and equipment.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Nida Rivera, (925)
313-2124

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

By: , Deputy

cc:

ATTACHMENTS

Surplus Vehicles & Equipment

ATTACHMENT TO BOARD ORDER SEPTEMBER 10, 2019

Department	Description/Unit/Make/Model	Serial No.	Condition A. Obsolete B. Worn Out C. Beyond economical repair D. Damaged beyond repair
PUBLIC WORKS AIRPORT	1989 OSHKOSH T-1500 FIRE TRUCK #6852 (48073 MILES)	10T9L5BHXX1037046	B. WORN OUT
SHERIFF	2013 FORD INTERCEPTOR #3300 (125510 MILES)	1FM5K8AR2DGC25914	B. WORN OUT
SHERIFF	2013 FORD INTERCEPTOR #2338 (100647 MILES)	1FM5K8AR2DGC25914	B. WORN OUT
ANIMAL SERVICES	2011 FORD F-250 ANIMAL TRUCK #5479 (125222 MILES)	1FD7X2A66BEB76349	B. WORN OUT
ANIMAL SERVICES	2008 FORD F-250 ANIMAL TRUCK #5474 (114741 MILES)	1FDSX20R18EE41810	B. WORN OUT
CONSERVATION & DEVELOPMENT	2007 HONDA CIVIC HYBRID #0276 (103060 MILES)	JHMFA36237S006051	B. WORN OUT
SHERIFF	2011 FORD TAURUS SEDAN #1022 (64024 MILES)	1FAHP2DW1BG107744	C. BEYOND ECONOMICAL REPAIR
SHERIFF	2014 FORD INTERCEPTOR #3406 (99856 MILES)	1FM5K8AR3EGA91948	D. DAMAGED BEYOND REPAIR
PUBLIC WORKS	2012 BRUSH BAND 250XP #8314 (166 HOURS)	4FMUS1619CR024371	C. BEYOND ECONOMICAL REPAIR
SHERIFF	2011 FORD TAURUS SEDAN #1028 (98442 MILES)	1FAHP2DW9BG180815	B. WORN OUT
SHERIFF	2013 FORD EDGE SUV #3733 (114917 MILES)	2FMDK3GC5DBB55043	C. BEYOND ECONOMICAL REPAIR
SHERIFF	2012 FORD TAURUS SEDAN #1039 (112699 MILES)	1FAHP2DW5CG130754	B. WORN OUT
SHERIFF	2013 FORD INTERCEPTOR #3307 (122441 MILES)	1FM5K8AR5DGC25907	B. WORN OUT
SHERIFF	2014 FORD INTERCEPTOR #3409 (93812 MILES)	1FM5K8AR9EGB02449	B. WORN OUT
DISTRICT ATTORNEY	2007 FORD FUSION SEDAN #0784 (119461 MILES)	3FAHP07177R264474	B. WORN OUT
SHERIFF	2011 FORD TAURUS SEDAN #1027 (107034 MILES)	3FAHP07177R264474	B. WORN OUT
HEALTH SERVICES	2007 CHEVY UPLANDER VAN#4007 (111233 MILES)	1GNDV23W08D129432	C. BEYOND ECONOMICAL REPAIR
PUBLIC WORKS	1997 FORD F-800 DUMP TRUCK #6416 (75909 MILES)	1FDXF80E9VVA06232	B. WORN OUT
PROBATION	2001 FORD WINDSTAR VAN #5899 (47298 MILES)	2FMZA50491BB74603	B. WORN OUT
SHERIFF	2009 TOYOTA PRIUS HYBRID #1104 (46183 MILES)	JTDKB20U993500994	C. BEYOND ECONOMICAL REPAIR
SHERIFF	2011 FORD CROWN VICTORIA #2136 (69108 MILES)	2FABP7BVXBX176201	C. BEYOND ECONOMICAL REPAIR



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 10, 2019

Subject: Annual Team Building Event

RECOMMENDATION(S):

1. AUTHORIZE the Director of the Department of Conservation and Development to enter into a rental agreement indemnifying the City of Martinez from liability in connection with the use of Rankin Park for the annual department team building event on Thursday, September 26, 2019.

2. AUTHORIZE early closure of the three Application and Permit Centers operated by the Department of Conservation and Development from 3:00 - 5:00 p.m. on that date to allow employees to attend the team building event.

FISCAL IMPACT:

None to the General Fund. The rental fee for this event of \$240.00 will be funded by Department of Conservation and Development Land Development Fund. Cost of food served at the event will be covered by voluntary contributions of employees.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: John Kopchik, 925
674-7819

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

By: , Deputy

cc:

BACKGROUND:

The Department of Conservation and Development holds an annual team building event for employees to recognize accomplishments, foster inter-divisional cooperation and build camaraderie within the department. All staff are encouraged to attend but not required to do so. Those who do not attend will continue to perform ordinary work duties under guidance from supervisors.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 10, 2019

Subject: Medical Staff Appointments and Reappointments – August 2019

RECOMMENDATION(S):

APPROVE the medical staff appointments and reappointments, additional privileges, advancements, and voluntary resignations as recommend by the Medical Staff Executive Committee, at their August 19, 2019 meeting, and by the Health Services Director.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member will be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Contra Costa Regional Medical and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with The Joint Commission on Accreditation of Healthcare Organizations.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/10/2019** 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: September 10, 2019

Contact: Jaspreet Benepal,
925-370-5501

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

By: , Deputy

cc: James Ham, Marcy Wilhelm

ATTACHMENTS

Recommendations List

Attachment

A. New Medical Staff Members

Ahmed, Safi, MD
Gibbons, Nora, MD
Massa, Michael, MD
Miglani, Megha, MD
Shah, Madhvi, MD

Psychiatry/Psychology
DFAM
Psychiatry/Psychology
Psychiatry/Psychology
DFAM

B. Application for Teleradiologist Privileges

Greenberg, Harvey, MD

Diagnostic Imaging

C. Request for Additional Privileges

Norton, David, DO
Pirnia, Mana, DO

Department

Psychiatry/Psychology
DFAM

Requesting

Psychiatry/Psychology
OB/GYN-OBG 23

D. Advance to Non-Provisional

Hoffman, Joan, MD
Rayikanti, Ruth, MD
Vance, Ashley, MD
Willman, Susan, MD

DFAM
Psychiatry/Psychology
OB/GYN
OB/GYN

E. Biennial Reappointments

Beach, Courtney, MD	Hospital Medicine	A
Betjemann, John, MD	Internal Medicine	C
Brody, David Azriel, MD	Hospital Medicine	A
Buckley, Robert, MD	Surgery	C
Chun, Kwan, MD	DFAM	A
Cruz, Richelle, MD	DFAM	A
Ding, Ningyaun, MD	Hospital Medicine	A
Dooley, Diane, MD	Pediatrics	C
Flores, Laravic, MD	Hospital Medicine	A
Garcia, Darleen, MD	Dental	A
Hans, Nitu, PHD	Psychiatry/Psychology	C
Hofstadler, Guenter, MD	Pediatrics	A
Holsenbeck, Linton, MD	Psychiatry/Psychology	C
Houston, Marcus, MD	Psychiatry/Psychology	A
Kenley, Eric, MD	Emergency Medicine	C
King, Benjamin, MD	Pediatrics	A
Lehman, Tara, MD	OB/GYN	A
Meisel, Karl, MD	Internal Medicine	C
Nguyen, Michael, MD	DFAM	A
Pandurangi, Maya, MD	DFAM	A
Rael, James, MD	Internal Medicine	A
Sibley, Anjali, MD	Internal Medicine	A
Suchow, David, MD	Emergency Medicine	A
Tzvieli, Ori, MD	DFAM	A
Ubhayakar, Kiran, MD	Internal Medicine	C
Watkins, Melanie, MD	Psychiatry/Psychology	A

E. Teleradiologist (vRad) Reappointments

Hecht, Adam, MD	Diagnostic Imaging
Staib, Neil, MD	Diagnostic Imaging

F. Voluntary Resignations

Cavallaro, Domenic, DDS	Dental
Fuller, Wayne, MD	Detention Facilities
Kalkstein, Stephen, MD	DFAM
Kwan, Diane, MD	Surgery
Ruch, Katy, MD	Pediatrics
Shah, Nishant, MD	DFAM
West, Samuel, DDS	Dental

G. Attachments

Removal of Privilege OBG 40

Removal of OBG 40, Essure Privileges from OB/Gyn packets

OBG	OBG 40	Essure Privileges	D	FP or OB/GYN	Essure Training Course or Equiv.	N/A
			U	FP or OB/GYN	3 cases, Essure Training Course, & OBG 29A	1 case in last 2 years
				FP or OB/GYN	Essure Training Course, & OBG 29B	1 cases in last 2 years



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: Certification of Governance and Leadership Capacity Screening for Early Head Start Child Care Partnership 1

RECOMMENDATION(S):

APPROVE Certification of Governance and Leadership Capacity Screening for Early Head Start Child Care Partnership 1, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

The County, through its Employment and Human Services Department, Community Services Bureau (CSB), is a Head Start grantee from the federal Department of Health and Human Services, Administration for Children and Families (ACF). The grant is currently in year 1 of 5 for Early Head Start (EHS) Child Care Partnership 1 funding Grant No. 09HP000193-01-00. The entire funding cycle is July 1, 2019 through June 30, 2024. Organizations that accept federal funds to operate Head Start/EHS programs must have strong governance systems in place to safeguard federal dollars and provide oversight and direction to Head Start/EHS programs. CSB received the attached Governance, Leadership, and Oversight Capacity Screener from ACF. The screening process was conducted by CSB with certification approved by the Head Start Policy Council on August 7, 2019. It is a requirement of

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

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

Contact: (925)
681-6389

By: , Deputy

cc: Sara Reich, Tracy Lewis, Nasim Eghlima

BACKGROUND: (CONT'D)

year 1 to complete a screening of the governance and leadership capacity plan within 60 days of the project period. This board order is to accept, approve and sign the attached certification of the governance and leadership capacity screening. Approval and signature of the attached certification document will keep the department in compliance with ACF regulations.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Department will not be in compliance with Head Start regulations.

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.

ATTACHMENTS

- Notice of Award
- Governance tool
- Certification form

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: Office of Head Start	2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 09HP000193-01-00	3a. AMEND. NO.: 0
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4. FAIN: 09HP000193

5. TYPE OF AWARD: Service	6. TYPE OF ACTION: New	7. AWARD AUTHORITY: 42 USC 9801 ET SEQ
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8. BUDGET PERIOD: 07/01/2019 THRU 06/30/2020	9. PROJECT PERIOD: 07/01/2019 THRU 06/30/2024	10. CFDA NO.: 93.600 - Head Start
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11. RECIPIENT ORGANIZATION: CONTRA COSTA, COUNTY OF 40 Douglas Dr Martinez, CA 94553-4068 Grantee Authorizing Official: John Gioia , Chair, Contra Costa County Board of Superviso	12. PROJECT / PROGRAM TITLE: Early Head Start CCP
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13. COUNTY: Contra Costa	14. CONGR. DIST.: 05	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Camilla Rand
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16. APPROVED BUDGET:		17. AWARD COMPUTATION:	
Personnel.....	\$ 305,109.00	A. NON-FEDERAL SHARE.....	\$ 284,607.00 20%
Fringe Benefits.....	\$ 212,143.00	B. FEDERAL SHARE.....	\$ 1,138,429.00 80%
Travel.....	\$ 7,000.00	18. FEDERAL SHARE COMPUTATION:	
Equipment.....	\$ 0.00	A. TOTAL FEDERAL SHARE.....	\$ 1,138,429.00
Supplies.....	\$ 24,100.00	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$ 0.00
Contractual.....	\$ 460,020.00	C. FED. SHARE AWARDED THIS BUDGET PERIOD...\$	0.00
Facilities/Construction.....	\$ 0.00	19. AMOUNT AWARDED THIS ACTION:	\$ 1,138,429.00
Other.....	\$ 65,984.00	20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:	\$ 1,138,429.00
Direct Costs.....	\$ 1,074,356.00	21. AUTHORIZED TREATMENT OF PROGRAM INCOME:	
Indirect Costs.....	\$ 64,073.00	Additional Costs	
In Kind Contributions.....	\$ 0.00	22. APPLICANT EIN:	23. PAYEE EIN:
Total Approved Budget.....	\$ 1,138,429.00	946000509	1946000509A1
		24. OBJECT CLASS: 41.51	

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	DUNS UNOBLIG.	NONFED %
	09HP00019301	75-1920-1536	9-G099128	\$1,112,522.00	794080957	
	09HP00019301	75-1920-1536	9-G099121	\$25,907.00		

26. REMARKS: (Continued on separate sheets)

27. SIGNATURE - ACF GRANTS OFFICER Ms. Stefanie Gordon 26 Federal Plaza Room 4114 New York, NY 10278 Phone: (212) 264-2890 x136	ISSUE DATE: 06/21/2019	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY Mr. Omar Barrett 06/17/2019
---	----------------------------------	--

29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) Ms. Jan Y Len - Regional Program Manager, Office of Head Start - Region IX	DATE: 06/21/2019
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**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: Office of Head Start		2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 09HP000193-01-00	3a. AMEND. NO.: 0
4. FAIN: 09HP000193				
5. TYPE OF AWARD: Service		6. TYPE OF ACTION: New		7. AWARD AUTHORITY: 42 USC 9801 ET SEQ
8. BUDGET PERIOD: 07/01/2019 THRU 06/30/2020	9. PROJECT PERIOD: 07/01/2019 THRU 06/30/2024	10. CFDA NO.: 93.600 - Head Start		
11. RECIPIENT ORGANIZATION: CONTRA COSTA, COUNTY OF				

STANDARD TERMS

1. Paid by DHHS Payment Management System (PMS), see attached for payment information. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.

This includes requirements in Parts I and II (available at <http://www.hhs.gov/grants/grants/policies-regulations/index.html>) of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS. This award is subject to requirements or limitations in any applicable Appropriations Act. This award is subject to the requirements of Section 106 (g) of the trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>

This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements. For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>. This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS). For full text go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

The Administration for Children and Families U.S. Department of Health and Human Services Office of Grants Management ATTN: Grants Management Specialist 330 C Street, SW., Switzer Building Corridor 3200 Washington, DC 20201 AND
U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington, DC 20201 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov
Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

This award is subject to the requirements as set forth in 45 CFR Part 87. This award is subject to HHS regulations codified at 45 CFR Chapter XIII, Parts 1301, 1302, 1303, 1304 and 1305. Attached are terms and conditions, reporting requirements, and payment instructions. Initial expenditure of funds by the grantee constitutes acceptance of this award.

AWARD ATTACHMENTS

CONTRA COSTA COUNTY COMMUNITY SERVICES

09HP000193-01-00

1. Remarks

26. REMARKS (Continued from previous page)

Under Section 638 of the Head Start Act, this grant action awards CONTRA COSTA, COUNTY OF a project period of 07/01/2019-06/30/2024 for the operation of a Early Head Start program in the designated service area(s). This grant action awards \$1,112,522 for Early Head Start operations and \$25,907 for training and technical assistance for the initial budget period of 07/01/2019-06/30/2020.

Early Head Start population: 72 infants and toddlers.

Designated Early Head Start service area(s): Contra Costa County, California.

Approved program option(s) for the Early Head Start program: Center-based, Family Child Care.

This grant is subject to the requirements for contribution of the non-federal match and approval of key staff, the limitations on development and administrative costs and employee compensation, and prior written approval for the purchase of equipment and other capital expenditures and the purchase, construction and major renovation of facilities as specified in Attachment 1. This grant is also subject to the conditions specified in Attachment 2.

This grant action awards supplemental funds in Early Head Start for the cost-of living adjustment increase for Fiscal Year 2019.

As per Program Instruction ACF-PI-HS-17-04, the grantee is required to submit one semi-annual SF-425 report, one annual SF-425 report, and one final SF-425 report. For Contra Costa County, SF-425 reports must be received by:

- Semi-Annual Report: 1/30/2020
- Annual Report: 7/30/2020
- Final Report: 10/30/2020

Additionally, the grantee must submit their SF-429 Real Property Status report via the Online Data Collection System, accessible through GrantSolutions. Your SF-429 report is due by the Annual SF-425 due date given above. Please refer to Program Instruction ACF-PI-HS-17-03 for further details.

Attachment 1

Recipient Organization: CONTRA COSTA, COUNTY OF

This grant is subject to Section 640(b) of the Head Start Act and 45 C.F.R. § 1303.4 requiring a non-federal match of 20 percent of the total cost of the program. This grant is also subject to the requirements in Section 644(b) of the Head Start Act and 45 C.F.R. §1303.5 limiting development and administrative costs to a maximum of 15 percent of the total costs of the program, including the non-federal match contribution of such costs. The requirements for a non-federal match of 20 percent and the limitation of 15 percent for development and administrative costs apply to the 07/01/2019-06/30/2020 budget period unless a waiver is approved. Any request for a waiver of the non-federal match, or a portion thereof, that meets the conditions under Section 640(b)(1)-(5) of the Head Start Act and 45 C.F.R. § 1303.4 or a waiver of the limitation on development and administrative costs that meets the conditions under 45 C.F.R. §1303.5 must be submitted in advance of the end of the budget period. Any waiver request submitted after the expiration of the project period will not be considered.

The HHS Uniform Administrative Requirements (see 45 C.F.R. § 75.308(c)(1)(ii)) provide the authority to ACF to approve key staff of Head Start grantees. For the purposes of this grant, key staff is defined as the Head Start Director or person carrying out the duties of the Head Start Director if not under that title and the Chief Executive Officer, Executive Director and/or Chief Fiscal Officer if any of those positions is funded, either directly or through indirect cost recovery, more than 50 percent with Head Start funds.

Section 653 of the Head Start Act prohibits the use of any federal funds, including Head Start grant funds, to pay any portion of the compensation of an individual employed by a Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

Prior written approval must be obtained for the purchase of equipment and other capital expenditures as described in 45 C.F.R. § 75.439(a). Prior written approval must also be obtained under 45 C.F.R. § 75.439(b)(3) and 45 C.F.R. Part 1303 Subpart E – Facilities to use Head Start grant funds for the initial or ongoing purchase, construction and major renovation of facilities. No Head Start grant funds may be used toward the payment of one-time expenses, principal and interest for the acquisition, construction or major renovation of a facility without prior written approval of the Administration for Children and Families.

Attachment 2

Budget Period 01 of the Project Period

Head Start Grantees must comply with the terms and conditions for the project period award in the specified timeframes.

Health and Safety

- Conduct a screening of the health and safety environment of each center and/or family child care home where services are provided according to the following schedule, as applicable:
 - within 45 days of the start of the program or school year;
 - within 45 days of children receiving services in a new center and/or family child care home; and/or
 - within 45 days of the start of the project period when the project period begins during the program or school year.See: <https://eclkc.ohs.acf.hhs.gov/organizational-leadership/publication/health-safety-screener>.
- Complete a certification of compliance with all Office of Head Start (OHS) health and safety requirements within 75 days of the start of the program or school year, or within 75 days of the start of the project period when the project period begins during the program or school year.
- Submit the certification to the OHS in the Head Start Enterprise System (HSES) under the DRS tab, NoA Conditions in the folder titled "Certification of Compliance with Health & Safety Requirements" and notify your Program and Grants Management Specialists of its availability in the Correspondence tab immediately thereafter.

Governance

- Conduct a screening of the organization's governance and leadership capacity within 60 calendar days of the start of the project period. See: <https://eclkc.ohs.acf.hhs.gov/organizational-leadership/article/governing-body-tribal-council-certification>.
- Complete a certification that the governance and leadership capacity screening was conducted and a training plan was developed within 75 days of the start of the project period. See: <https://eclkc.ohs.acf.hhs.gov/organizational-leadership/article/governance-leadership-oversight-capacity-screener-certification>.
- Submit the certification to the OHS in the Head Start Enterprise System (HSES) under the DRS tab, NoA Conditions in the folder titled "Certification of Governance and Leadership Capacity Screening" and notify your Program and Grants Management Specialists of its availability in the Correspondence tab immediately thereafter.

See: <https://eclkc.ohs.acf.hhs.gov/designation-renewal-system>

Governance, Leadership, and Oversight Capacity Screener

Introduction

Organizations that accept federal funds to operate Head Start and/or Early Head Start programs must have strong governance systems in place to safeguard federal dollars and provide oversight and direction to the Head Start program.

This screener organizes the Head Start requirements to help organizations identify where they need to make changes and build capacity to fulfill their Head Start governance responsibilities.

Suggestions for Use

1. Print a copy of this screener.
2. Have your organization's governing body or Tribal Council chair, Policy Council chair, executive director, and Head Start program director work together to review the table beginning on page 3 and to identify (with a check mark or "X") the following items:
 - i. Required Head Start governance practices that your organization currently has in place
 - ii. Required Head Start governance practices that your organization will implement within the first three months of funding
 - iii. Required Head Start governance practices that your organization needs help understanding and implementing
3. On the final page of this document list the governance practices and regulations that your organization needs assistance in understanding and implementing.
4. Enter any questions or concerns you have in the comments section on the final page of this document.
5. Share this screener and your findings with your full governing body or Tribal Council, Policy Council, and Head Start program leadership. Assign people to begin implementation of the governance practices you have identified as not currently in place.
6. You can explore the [Organizational Leadership](#) page on the Early Childhood Learning and Knowledge Center (ECLKC) to access other resources that can assist you as you move your governance system and practices forward.
7. At your next meeting with Regional Office staff, discuss those governance practices and regulations where your organization may benefit from technical assistance.



Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
--	---	--	--

1. The governing body (or Tribal Council) has the required composition.¹ Head Start Act Sec. 642(c)(1)(B) (i-iv)

- At least one member has fiscal/accounting background and expertise
- At least one member has early childhood education and development background and expertise
- At least one member is a licensed attorney
- Members reflect the community served and include parents of children who are currently, or were formerly, enrolled in Head Start programs

2. The Policy Council has the required composition. Head Start Act Sec. 642(c)(2)(B)(i) Sec. 642(c)(2)(B)(ii)(I-II)

- A majority are parents of children who are currently enrolled in the Head Start program (including delegate agencies)
- Other members are representatives at-large of the community served by the program or any delegate agency (may include parents of children formerly enrolled)
- Members are elected by parents of children currently enrolled in the program

¹ If the composition of the governing body does not include individuals with the required qualifications, the governing body must use consultants or other individuals with relevant expertise and qualifications to meet the composition requirements [Head Start Act Sec. 642(c)(1)(B)(vi)].



Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations

Practice/Procedure
is currently in place

Practice/Procedure
will be fully
implemented within first
three months of funding

Our organization
needs assistance in
understanding and
implementing this regulation

3. The Head Start program must ensure that members of the:
Head Start Act Sec. 642(c)(1)(C), 642(c)(2)(C), and
642(c)(3)(B)
Head Start Program Performance Standards 1301.2(a) and
1301.3(b)(2)

- Governing body do not have a conflict of interest
- Policy council, and of the policy committee at the delegate level, do not have a conflict of interest

4. Head Start program has established a parent committee comprised exclusively of parents of currently enrolled children as early in the program year as possible. Head Start Program Performance Standards 1301.4 (a)

- The committee is established at the center level for center-based program and at the local program level for other program options

5. Governing body may establish advisory committees as it deems necessary for effective governance and improvement of the program. Head Start Program Performance Standards 1301.2(c)

- Establish the structure, communication, and oversight in such a way that the governing body continues to maintain its legal and fiscal responsibility
- Notify responsible HHS official of intent to establish an advisory committee



Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations

Practice/Procedure is currently in place

Practice/Procedure will be fully implemented within first three months of funding

Our organization needs assistance in understanding and implementing this regulation

6. Members of the governing body (or Tribal Council) receive effective and ongoing training and technical assistance (T/TA) to ensure that they understand the information they receive and are able to provide effective oversight of, make appropriate decisions for, and participate in programs of the Head Start agency.

Head Start Act Sec. 642(d)(3)

- The agency has a system for identifying the T/TA needs of the governing body (or Tribal Council) and using this information to develop a T/TA plan

7. Members of the Policy Council receive effective and ongoing training and technical assistance (T/TA) to ensure that they understand the information they receive and can provide effective oversight of, make appropriate decisions for, and participate in programs of the Head Start agency.

Head Start Act Sec. 642(d)(3)
Head Start Program Performance Standards 1302.12(m)

- The agency has a system for identifying the T/TA needs of the Policy Council and using this information to develop a T/TA plan
- T/TA or orientations include training on program performance standards and training indicated in 1302.12(m)



Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations

Practice/Procedure is currently in place

Practice/Procedure will be fully implemented within first three months of funding

Our organization needs assistance in understanding and implementing this regulation

8. The governing body (or Tribal Council) exercises the following responsibilities: Head Start Act Sec. 642(c)(1)(E)(iv)(I-III)
Sec. 642(c)(1)(E)(iv)(VI)

- Establishes procedures and criteria for recruiting, selecting, and enrolling children
- Selects delegate agencies, as appropriate
- Develops procedures for selecting Policy Council members
- Reviews applications and amendments to applications for funding

9. The governing body (or Tribal Council) exercises responsibility for the following: Head Start Act Sec. 642(c)(1)(E)(iv)(VII)(aa)-(dd)

- Approval of all major financial expenditures of the agency
- Annual approval of the operating budget of the agency
- The selection (except when a financial auditor is assigned by the state under state law or is assigned under local law) of independent financial auditors to report all critical accounting policies and practices to the governing body (or Tribal Council)



Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations

Practice/Procedure
is currently in place

Practice/Procedure
will be fully
implemented within first
three months of funding

Our organization
needs assistance in
understanding and
implementing this regulation

- The financial audit
- Monitoring of the agency's actions to correct any audit findings and other actions necessary to comply with applicable laws (including regulations) governing financial statement and accounting practices

10. The governing body (or Tribal Council) is engaged in reviewing and approving each of the following:

Head Start Act Sec. 642(c)(1)(E)(iv)(V)(aa-cc)
Sec. 642(c)(1)(E)(iv)(VIII)-(IX)

- The annual self-assessment
- The agency's progress in carrying out the programmatic and fiscal provisions in the agency's grant application, including implementation of corrective actions
- Personnel policies of the agency regarding the hiring, evaluation, termination, and compensation of agency employees
- Results from monitoring conducted under section 641A(c), including appropriate follow-up activities



Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
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11. The program staff ensures the parent committee assumes responsibility for the following:

Head Start Program Performance Standards 1301.4 (b)

- Work with program staff to determine the best methods to engage families using strategies that are most effective in their community
- Advise staff in developing and implementing local program policies, activities, and services to ensure they meet the needs of children and families
- Have a process for communication with the Policy Council and policy committee
- Participate in the recruitment and screening of Early Head Start and Head Start employees

12. The Head Start program works with the governing body (or Tribal Council) and Policy Council to make available to the public a report published at least once each year that discloses the following information from the most recently concluded fiscal year:

Head Start Act Sec. 644 (a)(2)(A-H)

- The total amount of public and private funds received and the amount from each source
- An explanation of budgetary expenditures and proposed budget for the fiscal year



Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations

Practice/Procedure
is currently in place

Practice/Procedure
will be fully
implemented within first
three months of funding

Our organization
needs assistance in
understanding and
implementing this regulation

- The total number of children and families served, the average monthly enrollment (as a percentage of funded enrollment), and the percentage of eligible children served
- The results of the most recent review by the Secretary and the financial audit
- The percentage of enrolled children that received medical and dental exams
- Information about family engagement activities
- The agency's efforts to prepare children for kindergarten
- A summary of a program's most recent community assessment 1302.102(d)(2)
- Any other information required by the Secretary

13. The following reports are received by the governing body and the Policy Council and members find them useful:

Head Start Act Sec. 642(d)(2)(A-1)

Head Start Program Performance Standards 1302.102

Annual reports:

- The financial audit
- The self-assessment, including any findings related to such assessment



Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations

Practice/Procedure
is currently in place

Practice/Procedure
will be fully
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three months of funding

Our organization
needs assistance in
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implementing this regulation

- Program Information Reports (PIRs)

Monthly reports:

- Financial statements, including credit card expenditures (if the program uses credit cards)

- Program information summaries

- Program enrollment reports, including attendance reports for children whose care is partially subsidized by another public agency
- Reports of meals and snacks provided through programs of the U.S. Department of Agriculture (USDA)

Additional reports:

- Community assessment, completed every five years with annual updates



Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
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- Long-term goals for ensuring programs are and remain responsive to community needs, goals for the provision of educational, health, nutritional, and family and community engagement, program services to promote the school readiness of enrolled children, school readiness goals, and short-term measurable programmatic and financial objectives

	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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- Applicable and current updates from the Secretary (e.g., Program Instructions, Information Memorandums, etc.)

	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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- Ongoing monitoring data, data on school readiness goals and other information described in 1302.102

	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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14. Head Start agency's governing body and Policy Council have jointly established written procedures for resolving internal disputes between the governing board and Policy Council in a timely manner that includes impasse procedure. These procedures must:

- Demonstrate that the governing body considers proposed decisions from the Policy Council and that the Policy Council considers proposed decisions from the governing body

	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Head Start Program Performance Standards 1301.6 (a)(1-3) and 1301.6(b)



Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
<ul style="list-style-type: none"> If there is a disagreement, require the governing body and the Policy Council to notify the other in writing why it does not accept a decision 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Describe a decision-making process and a timeline to resolve disputes and reach decisions that are not arbitrary, capricious, or illegal 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Governing body and Policy Council must select a mutually agreeable third-party mediator (as outlined in impasse procedures) 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Governing body and Policy Council are prepared to participate in a formal process of mediation that leads to a resolution of the dispute (as outlined in impasse procedures) 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. If no resolution is reached with a mediator (NOTE: American Indian and Alaska Native Programs skip and move to next section)			
<ul style="list-style-type: none"> Governing body and Policy Council must select a mutually agreeable arbitrator whose decision is final 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
<p>16. The Policy Council approve and submit to the governing body decisions about each of the following activities of program operations:</p>			
<ul style="list-style-type: none"> • Activities to support the active engagement of families in the program 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Program recruitment, selection, and enrollment priorities 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Applications for funding and amendments to applications for funding 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Budget planning for program expenditures, including policies for reimbursement related to participation in Policy Council activities 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Bylaws for the operation of the Policy Council 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Program personnel policies and decisions regarding the employment of program staff, consistent with 642(c)(1)(E)(iv)(IX), including standards of conduct for program staff, contractors, and volunteers and criteria for the employment and dismissal of program staff 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
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17. A program must submit reports, as appropriate, to the HHS official immediately or as soon as practicable: Head Start Program Performance Standards 1302.102 (d) and 1304.12

- Any significant incidents affecting the health and safety of program participants
- Circumstances affecting the financial viability of the program
- Breaches of personally identifiable information
- Program involvement in legal proceedings
- Any matter for which notification or a report to state, tribal or local authorities is required by law:
 - Reports addressing child abuse and neglect or laws governing sex offenders
 - Incidents that require classrooms or centers to be closed for any reason
 - Legal proceedings directly related to program operations
 - All conditions required to be reported under 1304.12 including child and Adult Care Food Program (CACFP)

Head Start Governance, Leadership, and Oversight Capacity Screener

Comments section:

Our organization needs assistance in understanding and implementing the following governance regulations:

Additional comments, questions, or concerns:



ADMINISTRATION FOR
CHILDREN & FAMILIES



NATIONAL CENTER ON
Early Childhood
Program Management and Fiscal Operations

Certification of Governance and Leadership Capacity Screening

Grant Number: 09HP000193

Grantee Name: Contra Costa County Community Services Bureau

The signatures below attest that, consistent with the terms and conditions of the Notice of Award (NOA), our agency completed a screening of the governance and leadership capacity and developed a plan to address identified training needs.

Board Chair/Tribal Chair

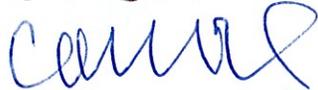
Date



Policy Council Chair

8/7/19

Date



Head Start Director

8.13.19

Date

Head Start Director

Date

Early Head Start Director

Date



ADMINISTRATION FOR
CHILDREN & FAMILIES



NATIONAL CENTER ON
Program Management and Fiscal Operations

Attachment 2

Budget Period 01 of the Project Period

Head Start Grantees must comply with the terms and conditions for the project period award in the specified timeframes.

Health and Safety

- Conduct a screening of the health and safety environment of each center and/or family child care home where services are provided according to the following schedule, as applicable:
 - within 45 days of the start of the program or school year;
 - within 45 days of children receiving services in a new center and/or family child care home; and/or
 - within 45 days of the start of the project period when the project period begins during the program or school year.See: <https://eclkc.ohs.acf.hhs.gov/organizational-leadership/publication/health-safety-screener>.
- Complete a certification of compliance with all Office of Head Start (OHS) health and safety requirements within 75 days of the start of the program or school year, or within 75 days of the start of the project period when the project period begins during the program or school year.
- Submit the certification to the OHS in the Head Start Enterprise System (HSES) under the DRS tab, NoA Conditions in the folder titled "Certification of Compliance with Health & Safety Requirements" and notify your Program and Grants Management Specialists of its availability in the Correspondence tab immediately thereafter.

Governance

- **Conduct a screening** of the organization's governance and leadership capacity within 60 calendar days of the start of the project period. See: <https://eclkc.ohs.acf.hhs.gov/organizational-leadership/article/governing-body-tribal-council-certification>.
- **Complete a certification that the governance and leadership capacity screening was conducted and a training plan was developed within 75 days of the start of the project period.** See: <https://eclkc.ohs.acf.hhs.gov/organizational-leadership/article/governance-leadership-oversight-capacity-screener-certification>.
- Submit the certification to the OHS in the Head Start Enterprise System (HSES) under the DRS tab, NoA Conditions in the folder titled "Certification of Governance and Leadership Capacity Screening" and notify your Program and Grants Management Specialists of its availability in the Correspondence tab immediately thereafter.

See: <https://eclkc.ohs.acf.hhs.gov/designation-renewal-system>



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 10, 2019

Subject: Certification of Health and Safety Screening for Head Start and Early Head Start

RECOMMENDATION(S):

APPROVE Certification of Health and Safety Screening for Head Start and Early Head Start, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Contra Costa County, through the Employment and Human Services Department, Community Services Bureau (CSB), is a Head Start grantee from the federal Department of Health and Human Services, Administration for Children and Families (ACF). The grant is currently in Year 1 of 5 for Head Start funding and Year 1 of Early Head Start Childcare Partnership funding. Organizations that accept federal funds to operate Head Start programs must have strong governance systems in place to safeguard federal dollars and provide oversight and direction to Head Start programs.

CSB received the attached Health and Safety Screening Template from ACF to use to evaluate program compliance with local, state and federal regulations. The screening process was conducted by CSB and was approved by the Head Start Policy

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **09/10/2019** 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: September 10, 2019

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

Contact: (925)
681-6389

By: , Deputy

cc: Nasim Eghlima, Tracy Lewis

BACKGROUND: (CONT'D)

Council on September 4, 2019. It is a requirement to complete the Health and Safety screening within 60 days of the project period.

This board order is to accept and approve the attached certification of health and safety screening for the base Head Start grant (09CH010777) and Early Head Start Childcare Partnership grant (09HP000193). Both certification forms require signature of the Board of Supervisors Chairperson. Approval and signature of the documents will keep the Department in compliance with ACF regulations.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Department will not be in compliance with Head Start regulations.

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.

ATTACHMENTS

Health and Safety report

Certification form 1 to sign

Certification form 2 to sign

Screening template

Health and Safety Screener Results Summary

Grant Number: 09CH010862, 09HP000193

Program: Head Start, Early Head Start, Early Head Start-Child Care Partnership

Overview:

As a condition of the Head Start (HS)/Early Head Start (EHS) and Early Head Start- Child Care Partnership (EHS-CCP) grant funding awards for Fiscal Year 2019, Contra Costa County Community Services Bureau is required to conduct a review of each site serving children through this funding utilizing the health and safety screener checklist. The health and safety screener helps organizations to identify where they need to make changes and build capacity in order to ensure children are healthy and safe while in their care.

The following sites serving children under these grants have been reviewed with the required tool:

Directly Operated Centers	Partner Centers	Family Child Care (FCC)
Balboa	Crossroads	Anel Saavedra-Huerta
Bayo Vista	Baby Yale	Denise Medlock
Contra Costa College	FBHS Lido Square	Gina Jackson
Crescent Park	FBHS Odessa	Glorious Jackson
George Miller Concord	FBHS Fairgrounds	Jeanette Cooper
George Miller III	FBHS East Leland Court	Jeannie Santos
Las Deltas	FBHS Kid's Castle	Michelle Watkins
Lavonia Allen	KinderCare Mahogany	Ruth Watkins
Los Arboles	KinderCare El Sobrante	Shannon Del Prado Evans
Los Nogales	Martinez ECC	Tanya Taylor
Marsh Creek	Tiny Toes	Veronica Munoz
Riverview	YMCA Rodeo	Yolanda Braggs-Evans
Verde	YMCA Richmond CDC	
	YMCA 8th St.	
	YMCA Giant Rd.	

Findings:

Forty-one (40) sites were reviewed utilizing the health and safety screener tool. This tool has a series of twenty-four (24) requirements. Upon completion of the tool, (3) sites were found to have no areas for improvement. The remaining (38) sites had a total of (170) items in need of improvement, as summarized below.

Areas in Need of Improvement:

Directly Operated		
Site	Items in Need of Improvement	Status
Balboa	Children are protected from potential hazards including choking, strangulation, electrical and drowning hazards, contagious diseases, and those presented by windows and glass doors, including falls and breakage; Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area; Garbage is stored in a safe and sanitary manner to prevent contamination; Medication is properly stored and labeled and is not accessible to children; Cleaning supplies and other potentially dangerous materials and toxins are not accessible to children; Emergency supplies, including parent and emergency contact information, first aid kits, and fire safety supplies are readily accessible to staff	<i>In Progress</i>
Bayo Vista	Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area; Child-accessible electrical outlets have covers, are tamper-resistant, or have safety plugs; Cleaning supplies and other potentially dangerous materials and toxins are not accessible to children; Emergency supplies, including parent and emergency contact information, first aid kits, and fire safety supplies are readily accessible to staff; All staff are trained in and implement hygiene practices related to toileting, hand washing, diapering, safe food preparation, and exposure to blood and body fluids;	<i>In progress</i>
Contra Costa College	Children are protected from potential hazards including choking, strangulation, electrical and drowning hazards, contagious diseases, and those presented by windows and glass doors, including falls and breakage; Medication is properly stored and labeled and is not accessible to children; A routine schedule of cleaning, sanitizing, and disinfecting is followed. Infant toys are cleaned and sanitized by staff as needed between each use by individual children.	<i>Corrected</i>
Crescent Park	Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area; Emergency supplies, including parent and emergency contact information, first aid kits, and fire safety supplies are readily accessible to staff.	<i>In progress</i>
George Miller Concord	Smoke, carbon monoxide, and as necessary, radon detectors are installed, properly located, and tested regularly; Children are protected from potential hazards including choking, strangulation, electrical and drowning hazards, contagious diseases, and those presented by windows and glass doors,	<i>In progress</i>

	including falls and breakage; Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area; Garbage is stored in a safe and sanitary manner to prevent contamination; Cleaning supplies and other potentially dangerous materials and toxins are not accessible to children; All staff are trained in and implement hygiene practices related to toileting, hand washing, diapering, safe food preparation, and exposure to blood and body fluids	
George Miller III	Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area.	<i>Corrected</i>
Las Deltas	Fire extinguishers are available, accessible, tested, and serviced regularly; Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area; All staff are trained in and implement hygiene practices related to toileting, hand washing, diapering, safe food preparation, and exposure to blood and body fluids; Garbage is stored in a safe and sanitary manner to prevent contamination; Indoor and outdoor environments are free of mold and pollutants, including smoke, lead, pesticides, and herbicides, as well as soil and water pollutants; Emergency supplies, including parent and emergency contact information, first aid kits, and fire safety supplies are readily accessible to staff	<i>In process</i>
Lavonia Allen	Agency policies and procedures protect children with allergies from known allergens; Children are protected from potential hazards including choking, strangulation, electrical and drowning hazards, contagious diseases, and those presented by windows and glass doors, including falls and breakage.	<i>Corrected</i>
Los Arboles	Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area; Agency policies and procedures protect children with allergies from known allergens; A routine schedule of cleaning, sanitizing, and disinfecting is followed. Infant toys are cleaned and sanitized by staff as needed between each use by individual children	<i>Corrected</i>
Los Nogales	Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area; Cleaning supplies and other potentially dangerous materials and toxins are not accessible to children.	<i>Corrected</i>
Verde	Lighting is sufficient and adequate for all classroom activities; Indoor and outdoor environments are free of mold and pollutants, including smoke, lead, pesticides, and herbicides, as well as soil and water pollutants.	<i>In progress</i>
<i>Partner Centers</i>		

Crossroads	Lighting is sufficient and adequate for all classroom activities; Smoke, carbon monoxide, and as necessary, radon detectors are installed, properly located, and tested regularly; Indoor and outdoor environments are free of mold and pollutants, including smoke, lead, pesticides, and herbicides, as well as soil and water pollutants; Premises are kept free of undesirable and hazardous materials and conditions. Indoor and outdoor premises are inspected prior to each use by children; Direct service staff are trained in first aid, CPR, prevention and control of infection diseases, use of safe sleeping practices, preventing and identifying Shaken Baby Syndrome, abusive head trauma, sun safety and medication administration (including the special needs of children with health issues), and to respond to specific medical emergencies, including asthma and allergies;	<i>In progress</i>
Baby Yale	Lighting is sufficient and adequate for all classroom activities; Toilets and hand washing facilities are clean, in good repair, and easily accessible for children's use. Supplies including toilet paper, hand soap, and towels are available and accessible; Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area; Clean, sanitary drinking water should be readily accessible in indoor and outdoor areas throughout the day; Medication is properly stored and labeled and is not accessible to children; All indoor and outdoor equipment, materials and furnishings meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials, International (ASTM); Emergency supplies, including parent and emergency contact information, first aid kits, and fire safety supplies are readily accessible to staff; Agency has all-hazards emergency management/disaster preparedness and response plans for events including natural and man-made disasters and emergencies, and violence in or near programs; A routine schedule of cleaning, sanitizing, and disinfecting is followed. Infant toys are cleaned and sanitized by staff as needed between each use by individual children; Required staff to child ratios are maintained at all times per local, state, and Head Start regulations, whichever is more stringent; Required group sizes are maintained at all times per local, state, and Head Start regulations, whichever is more stringent; All staff have background checks, sex offender registry checks, criminal history checks including fingerprint checks, and initial health exams; All regular volunteers have been screened for appropriate	<i>In progress</i>

	communicable diseases as required by law, or in absence of a related law, as recommended by the Health Services Advisory Committee; All staff are trained in mandated reporter responsibilities, including recognizing suspected child abuse and neglect and following mandated reporting requirements; Direct service staff are trained in first aid, CPR, prevention and control of infection diseases, use of safe sleeping practices, preventing and identifying Shaken Baby Syndrome, abusive head trauma, sun safety and medication administration (including the special needs of children with health issues), and to respond to specific medical emergencies, including asthma and allergies;	
FBHS Lido Square	Indoor and outdoor environments are free of mold and pollutants, including smoke, lead, pesticides, and herbicides, as well as soil and water pollutants;	<i>In progress</i>
FBHS Odessa	Lighting is sufficient and adequate for all classroom activities; Child-accessible electrical outlets have covers, are tamper-resistant, or have safety plugs.	<i>In progress</i>
FBHS Farigrounds	Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area; All indoor and outdoor equipment, materials and furnishings meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials, International (ASTM); Emergency supplies, including parent and emergency contact information, first aid kits, and fire safety supplies are readily accessible to staff; Procedures are in place to ensure children are safe when they are unexpectedly absent and the parent has not contacted the program; Agency has all-hazards emergency management/disaster preparedness and response plans for events including natural and man-made disasters and emergencies, and violence in or near programs;	<i>Corrected</i>
FBHS East Leland Court	Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area; Child-accessible electrical outlets have covers, are tamper-resistant, or have safety plugs; Cleaning supplies and other potentially dangerous materials and toxins are not accessible to children; All indoor and outdoor equipment, materials and furnishings meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials, International (ASTM); Emergency supplies, including parent and emergency contact information, first aid kits, and fire safety supplies are readily accessible to staff; Procedures are in place to ensure children are safe when they are unexpectedly absent and the parent has not contacted the program; Agency has all-hazards emergency management/disaster preparedness and	<i>Corrected</i>

	response plans for events including natural and man-made disasters and emergencies, and violence in or near programs; Required staff to child ratios are maintained at all times per local, state, and Head Start regulations, whichever is more stringent;	
FBHS Kid's Castle	All areas are safe, clean, and free from pests; Children are protected from potential hazards including choking, strangulation, electrical and drowning hazards, contagious diseases, and those presented by windows and glass doors, including falls and breakage; Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area; Child-accessible electrical outlets have covers, are tamper-resistant, or have safety plugs; Cleaning supplies and other potentially dangerous materials and toxins are not accessible to children; All indoor and outdoor equipment, materials and furnishings meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials, International (ASTM); Procedures are in place to ensure children are safe when they are unexpectedly absent and the parent has not contacted the program; Agency has all-hazards emergency management/disaster preparedness and response plans for events including natural and man-made disasters and emergencies, and violence in or near programs	<i>Corrected</i>
FBSH Lone Tree	Lighting is sufficient and adequate for all classroom activities; Smoke, carbon monoxide, and as necessary, radon detectors are installed, properly located, and tested regularly; Children and staff are protected from potential injuries from heating and cooling systems, including burns from hot water (water should not exceed 120 degrees); Premises are kept free of undesirable and hazardous materials and conditions. Indoor and outdoor premises are inspected prior to each use by children;	<i>In Progress</i>
KinderCare Mahogany	All indoor and outdoor equipment, materials and furnishings meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials, International (ASTM); A sign-in/sign-out system is used to track those who enter and exit the facility; Procedures are in place to ensure children are safe when they are unexpectedly absent and the parent has not contacted the program	<i>In Progress</i>
KinderCare El Sobrante	Procedures are in place to ensure children are safe when they are unexpectedly absent and the parent has not contacted the program.	<i>In Progress</i>
Martinez ECC	A sign-in/sign-out system is used to track those who enter and exit the facility; Procedures are in place to ensure children are safe when they are unexpectedly absent and the parent has not contacted the program; Agency maintains current parent or guardian and emergency	<i>Corrected</i>

	contact list. Staff carry list on field trips and during evacuations	
Tiny Toes	Children are protected from potential hazards including choking, strangulation, electrical and drowning hazards, contagious diseases, and those presented by windows and glass doors, including falls and breakage; Medication is properly stored and labeled and is not accessible to children; Procedures are in place to ensure children are safe when they are unexpectedly absent and the parent has not contacted the program;	<i>Corrected</i>
YMCA Rodeo	All areas are safe, clean, and free from pests; Lighting is sufficient and adequate for all classroom activities; Garbage is stored in a safe and sanitary manner to prevent contamination; Indoor and outdoor environments are free of mold and pollutants, including smoke, lead, pesticides, and herbicides, as well as soil and water pollutants.	<i>In Progress</i>
YMCA Richmond CDC	All areas are safe, clean, and free from pests; Lighting is sufficient and adequate for all classroom activities;	<i>In Progress</i>
YMCA 8 th St.	All staff abide by the program's standards of conduct which must support children's well-being, prevent and address challenging behaviors, and prevent maltreatment of children or endangerment to children's health or safety	<i>In Progress</i>
YMCA Giant Rd.	Lighting is sufficient and adequate for all classroom activities; Emergency lighting is available in case of a power failure.	<i>Corrected</i>
<i>Family Child Care (FCC)</i>		
Denise Medlock	A sign-in/sign-out system is used to track those who enter and exit the facility.	<i>In Process</i>
Gina Jackson	Exits are clearly marked, and emergency evacuation routes and other safety procedures are posted in the classroom and in appropriate locations throughout the site; A sign-in/sign-out system is used to track those who enter and exit the facility.	<i>In Process</i>
Glorious Jackson	Required staff to child ratios are maintained at all times per local, state, and Head Start regulations, whichever is more stringent; Direct service staff are trained in first aid, CPR, prevention and control of infection diseases, use of safe sleeping practices, preventing and identifying Shaken Baby Syndrome, abusive head trauma, sun safety and medication administration (including the special needs of children with health issues), and to respond to specific medical emergencies, including asthma and allergies.	<i>In Process</i>
Jeanette Cooper	Exits are clearly marked, and emergency evacuation routes and other safety procedures are posted in the classroom and in appropriate locations throughout the site; Required staff to child ratios are maintained at all times per local, state, and Head Start regulations, whichever is more stringent.	<i>In Process</i>

Jeannie Santos	Exits are clearly marked, and emergency evacuation routes and other safety procedures are posted in the classroom and in appropriate locations throughout the site; A sign-in/sign-out system is used to track those who enter and exit the facility; Required staff to child ratios are maintained at all times per local, state, and Head Start regulations, whichever is more stringent; Required group sizes are maintained at all times per local, state, and Head Start regulations, whichever is more stringent.	<i>In Progress</i>
Michelle Watkins	Emergency lighting is available in case of a power failure; Current child care, health, fire, and other applicable licenses and inspection certificates are present on site; Emergency supplies, including parent and emergency contact information, first aid kits, and fire safety supplies are readily accessible to staff; Required staff to child ratios are maintained at all times per local, state, and Head Start regulations, whichever is more stringent.	<i>In Progress</i>
Ruth Watkins	Clean, sanitary drinking water should be readily accessible in indoor and outdoor areas throughout the day; A sign-in/sign-out system is used to track those who enter and exit the facility; Premises are kept free of undesirable and hazardous materials and conditions. Indoor and outdoor premises are inspected prior to each use by children; Required staff to child ratios are maintained at all times per local, state, and Head Start regulations, whichever is more stringent.	<i>In Progress</i>
Shannon Del Prado Evans	Cleaning supplies and other potentially dangerous materials and toxins are not accessible to children;	<i>In Progress</i>
Tanya Taylor	Exits are clearly marked, and emergency evacuation routes and other safety procedures are posted in the classroom and in appropriate locations throughout the site; Emergency lighting is available in case of a power failure; A sign-in/sign-out system is used to track those who enter and exit the facility;	<i>In Progress</i>
Veronica Munoz	Required staff to child ratios are maintained at all times per local, state, and Head Start regulations, whichever is more stringent;	<i>Complete</i>
Yolanda Braggs-Evans	Exits are clearly marked, and emergency evacuation routes and other safety procedures are posted in the classroom and in appropriate locations throughout the site' Child-accessible electrical outlets have covers, are tamper-resistant, or have safety plugs; A sign-in/sign-out system is used to track those who enter and exit the facility; Required staff to child ratios are maintained at all times per local, state, and Head Start regulations, whichever is more stringent.	<i>In Progress</i>

Outcomes:

Timely follow-up has been conducted for each item and actions have been taken to ensure child safety, representative of quality standards of Head Start and local regulation. Action plans have been implemented for any outstanding items in need of improvement.



Certification of Health and Safety Screening

Grant Number: 09CH010777

Grantee Name: Contra Costa County Community Services Bureau

The signatures below attest that our agency has completed a health and safety screening of each site where children receive Head Start/Early Head Start services, consistent with the terms and conditions of the Notice of Award (NoA).

Our agency commits to maintaining compliance with local, state, and federal health and safety requirements.

Board Chair/Tribal Chair

Date

Policy Council Chair

Date

Head Start Director

Date

Early Head Start Director

Date



Certification of Health and Safety Screening

Grant Number: 09HP000193

Grantee Name: Contra Costa County Community Services Bureau

The signatures below attest that our agency has completed a health and safety screening of each site where children receive Head Start/Early Head Start services, consistent with the terms and conditions of the Notice of Award (NoA).

Our agency commits to maintaining compliance with local, state, and federal health and safety requirements.

Board Chair/Tribal Chair

Date

Policy Council Chair

Date

Head Start Director

Date

Early Head Start Director

Date



OFFICE OF HEAD START

An Office of the Administration for Children & Families

Health and Safety Screener: Policies and Procedures for Head Start Programs

Introduction

Organizations that serve young children have an obligation to ensure that children in their care are in healthy and safe environments, and that policies and procedures that protect children are in place.

This screener will help organizations to identify where they need to make changes and build capacity in order to ensure children are healthy and safe while in their care. It contains best practices as well as requirements found in the Head Start Program Performance Standards.*

Suggestions for Use

1. Complete a health and safety screening for each site where children receive services.
2. Mark each item in the screening form “yes” or “no.” Provide descriptions for items marked “no.”
3. Determine issues, priorities, and staff responsible for actions and improvements within each site and across the program.
4. Follow up to assure improvements are made in a timely fashion.

** This screener does not include all applicable Head Start Program Performance Standards, nor does it cover every possible health and safety concern or replace each grantee’s responsibility to ensure ongoing compliance with local, state, and federal health and safety requirements. Requirements related to healthy and safe environments can be found throughout the Head Start Program Performance Standards. Programs should also consult [Caring for Our Children Basics](#), for additional information to develop and implement adequate safety policies and practices.*

Date: _____

Completed by: _____

Health/Safety Factors	Yes	No	Description of Conditions
Facilities			
All areas are safe, clean, and free from pests.			
Exits are clearly marked, and emergency evacuation routes and other safety procedures are posted in the classroom and in appropriate locations throughout the site.			
Lighting is sufficient and adequate for all classroom activities.			
Emergency lighting is available in case of a power failure.			
Fire extinguishers are available, accessible, tested, and serviced regularly.			
Smoke, carbon monoxide, and as necessary, radon detectors are installed, properly located, and tested regularly.			
Current child care, health, fire, and other applicable licenses and inspection certificates are present on site.			
All indoor and outdoor spaces meet minimum square footage requirements per local, state, tribal, and Head Start regulations, whichever is more stringent.			
All playground areas are visible to supervising adults.			
Necessary accommodations and modifications are made to ensure the safety, comfort, and full participation of all children including those with disabilities.			
Children are protected from potential hazards including choking, strangulation, electrical and drowning hazards, contagious diseases, and those presented by windows and glass doors, including falls and breakage.			



Health/Safety Factors	Yes	No	Description of Conditions
Toilets and hand washing facilities are clean, in good repair, and easily accessible for children's use. Supplies including toilet paper, hand soap, and towels are available and accessible.			
Toileting and diapering areas are separated from areas used for food preparation, service and eating, and equipped with sanitizing supplies for exclusive use in the area.			
Garbage is stored in a safe and sanitary manner to prevent contamination.			
Children and staff are protected from potential injuries from heating and cooling systems, including burns from hot water (water should not exceed 120 degrees).			
Indoor and outdoor environments are free of mold and pollutants, including smoke, lead, pesticides, and herbicides, as well as soil and water pollutants.			
Child-accessible electrical outlets have covers, are tamper-resistant, or have safety plugs.			
Sleeping arrangements for infants follow safe practices as recommended by the American Academy of Pediatrics (AAP) and are free of soft bedding materials (e.g., soft mattress, crib bumpers, pillows, stuffed animals, fluffy blankets, and comforters). No drop-side cribs are in use.			
Age-appropriate rest and nap opportunities are available for preschool age children if the program operates six hours or longer.			
Children are protected from any hazards posed by classroom or family child care pets.			
Clean, sanitary drinking water should be readily accessible in indoor and outdoor areas throughout the day.			



Health/Safety Factors	Yes	No	Description of Conditions
Equipment and Materials			
Equipment, toys, materials, supplies, and furniture are safe, age, and developmentally appropriate.			
Medication is properly stored and labeled and is not accessible to children.			
Cleaning supplies and other potentially dangerous materials and toxins are not accessible to children.			
All indoor and outdoor equipment, materials and furnishings meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials, International (ASTM).			
Emergency supplies, including parent and emergency contact information, first aid kits, and fire safety supplies are readily accessible to staff.			
No firearms or other weapons are accessible to children.			
Policies and Procedures			
A sign-in/sign-out system is used to track those who enter and exit the facility.			
Policies and procedures ensure children are released only to authorized adults.			
Procedures are in place to ensure children are safe when they are unexpectedly absent and the parent has not contacted the program.			
Agency policies and procedures protect children with allergies from known allergens.			
Agency has all-hazards emergency management/disaster preparedness and response plans for events including natural and man-made disasters and emergencies, and violence in or near programs.			
Agency maintains current parent or guardian and emergency contact list. Staff carry list on field trips and during evacuations.			



Health/Safety Factors	Yes	No	Description of Conditions
Infectious disease policies and procedures are in place and include contacting parents and communicating with the local health department as necessary.			
Staff are trained and implement policies that ensure children are released only to a parent, legal guardian, or other formally designated individual.			
Policies for health emergencies that require rapid response or immediate medical attention are shared with parents.			
Staff notify parents when children are sick or injured.			
Premises are kept free of undesirable and hazardous materials and conditions. Indoor and outdoor premises are inspected prior to each use by children.			
A routine schedule of cleaning, sanitizing, and disinfecting is followed. Infant toys are cleaned and sanitized by staff as needed between each use by individual children.			
Procedures are in place to protect the confidentiality of any personally identifiable information in child records, including references to (a) disclosure with parental consent, (b) disclosure without parental consent but with parental notice and opportunity to refuse, and (C) disclosure without parental consent.			
Active Supervision			
Children, including sleeping children, are supervised by staff at all times and never left alone with volunteers.			
Children in outdoor areas do not have access to unsafe or unsupervised areas (e.g. body of water, roads or parking lots, or other hazards).			



Health/Safety Factors	Yes	No	Description of Conditions
Constant and active supervision is maintained when any child is in or around water.			
Redundant procedures are in place to ensure that no child is left alone, i.e. a second staff person is designated to check classroom, outdoor play areas, sleeping areas, and vehicles during transitions and prior to departure.			
Required staff to child ratios are maintained at all times per local, state, and Head Start regulations, whichever is more stringent.			
Required group sizes are maintained at all times per local, state, and Head Start regulations, whichever is more stringent.			
Human Resources			
All staff abide by the program’s standards of conduct which must support children’s well-being, prevent and address challenging behaviors, and prevent maltreatment of children or endangerment to children’s health or safety.			
All staff have background checks, sex offender registry checks, criminal history checks including fingerprint checks, and initial health exams.			
Complete background checks are conducted for all staff at least once every five years unless there is a more stringent system to ensure child safety; health exams must be periodically completed as recommended and required by state, tribal, or local requirements.			
All regular volunteers have been screened for appropriate communicable diseases as required by law, or in absence of a related law, as recommended by the Health Services Advisory Committee.			
All staff are trained in mandated reporter responsibilities, including recognizing suspected child abuse and neglect and following mandated reporting requirements.			



Health/Safety Factors	Yes	No	Description of Conditions
Direct service staff are trained in first aid, CPR, prevention and control of infection diseases, use of safe sleeping practices, preventing and identifying Shaken Baby Syndrome, abusive head trauma, sun safety and medication administration (including the special needs of children with health issues), and to respond to specific medical emergencies, including asthma and allergies.			
All staff are trained in and implement hygiene practices related to toileting, hand washing, diapering, safe food preparation, and exposure to blood and body fluids.			
Transportation (if applicable)			
Program vehicles are properly equipped (e.g. two-way communication system, labeled and charged fire extinguisher, labeled first aid kit, seat belt cutter, reverse beeper, adaptations for children with disabilities as needed).			
Program carries out systematic preventive maintenance and each driver implements daily pre-trip vehicle inspections to ensure that vehicles used to transport children are in safe operating condition.			
Vehicles used for child transportation are inspected annually by an inspection program licensed or operated by the state.			
All auxiliary seating is built into the vehicle by the manufacturer, maintained, and included in the annual inspection.			
Children are seated using age, height and weight appropriate child passenger safety systems.			
Vehicle aisles and exits remain unobstructed at all times, and items in the passenger compartment are properly stored and secured.			



Health/Safety Factors	Yes	No	Description of Conditions
Drivers receive training prior to transporting any enrolled child, and refresher training each year. Topics include first aid, emergency response, operation of any special equipment, routine maintenance and vehicle safety checks, and recordkeeping.			
Bus monitors participate in annual training including child boarding and exiting procedures, use of child passenger safety systems, emergency response, evacuation procedures, pre- and post-trip vehicle checks, and child pick-up and release procedures.			
Trip routing minimizes the time a child is in transit, prevents vehicles from exceeding maximum passenger capacity, and assures child safety during pick-up and drop-off.			
Bus monitors and drivers have current information about individuals authorized to pick up the children.			
Bus monitors and drivers complete pre- and post-trip vehicle checks, including second or third complete interior inspections to ensure no child is ever left on a vehicle.			
Children receiving transportation services are taught safety procedures and participate in an initial emergency evacuation drill and at least two additional evacuation drills during the program year.			

