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

SUSAN A. BONILLA, *CHAIR*, 4th DISTRICT
JOHN GIOIA, 1st DISTRICT
GAYLE B. UILKEMA, 2nd DISTRICT
MARY N. PIEPHO, 3rd DISTRICT
FEDERAL D. GLOVER, 5th DISTRICT

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

The Board of Supervisors respects your time, and every attempt is made to accurately estimate when an item may be heard by the Board. All times specified for items on the Board of Supervisors agenda are approximate. Items may be heard later than indicated depending on the business of the day. Your patience is appreciated.

SUMMARY
AGENDA
February 24, 2009

PROJECTED
TIME

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

Closed Session Agenda

A. CONFERENCE WITH LABOR NEGOTIATORS

1. Agency Negotiators: Ted Cwiek and Keith Fleming.

Employee Organizations: Contra Costa County Employees' Assn., Local No. 1; Am. Fed., State, County, & Mun. Empl., Locals 512 and 2700; Calif. Nurses Assn.; Service Empl. Int'l Union, Local1021; District Attorney's Investigators Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters, Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Service Empl. Int'l Union United Health Care Workers West; East County Firefighters' Assn.; Contra Costa County Defenders Assn.; Probation Peace Officers Assn. of Contra Costa County; Contra Costa County

Deputy District Attorneys' Assn.; and Prof. & Tech. Engineers, Local 21, AFL-CIO.

2. Agency Negotiators: David Twa and Keith Fleming.

Unrepresented Employees: All unrepresented agency management employees (Resolutions Nos. 2008/715 and 2008/359, including their respective exhibits), and all other unrepresented agency employees.

B. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code, § 54956.9(a))
Bernice Peoples v. County of Contra Costa, U.S.D.C. No. C 07-0051 MHP

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Fire Chief, Contra Costa County Fire Protection District

D. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Gov. Code, § 54956.9(b): Two potential cases.

E. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation pursuant to Gov. Code, § 54956.9(c): One potential case.

Summary: There were no Closed Session Announcements.

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

Inspirational Thought - "*The achievements of an organization are the results of the combined effort of each individual*." ~ Vincent T. Lombardi

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.103 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 this section will be considered with the Short Discussion Items.

PRESENTATIONS

PR.1 PRESENTATION to proclaim February 24, 2009 as national "Spay Day USA 2009" in Contra Costa County and to observe and recognize responsible pet ownership and kindness to animals by encouraging the citizens of the County to have their pets spayed or neutered. (Glenn Howell, Animal Services Director)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

PR.2 PRESENTATION to declare February 23 through March 2, 2009 as "Peace Corps Week in Contra Costa County". (Supervisor Bonilla)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

PR.3 PRESENTATION on the results of the 2008 Contra Costa County Combined Charities Campaign. (Joe Valentine, Director, Employment and Human Services)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

PR.4 PRESENTATION recognizing John Muir Medical Center for superior performance as the Contra Costa County designated Level II Trauma Center. (Art Lathrop, Health Services Department)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

SHORT DISCUSSION ITEMS

SD.1 CONSIDER Consent Items previously removed.

SD.2 PUBLIC COMMENT (3 Minutes/Speaker)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

SD.3 CONSIDER naming the Richmond Courthouse the "George D. Carroll Courthouse". (Supervisor Gioia)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

SD.4 HEARING to consider adoption of Resolution of Necessity for acquisition by eminent domain the real property required for widening of Highway 4 for the State Route 4 East Loveridge Road to Somersville Road Project, Pittsburg area. (Contra Costa Transportation Authority) (Karen A. Laws, Public Works Department and Mark Weaver, Caltrans)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

SD.5 HEARING to consider adoption of Resolution No. 2009/55 accepting tabulation of mail-in ballots, confirming the Engineer's Report and authorizing the levy of street light charges to operate and maintain facilities and services for Minor Subdivision 06-0016, Lafayette area. (County Service Service Area L-100 Funds) (Warren Lai, Public Works Department)

CLOSED the hearing; ADOPTED Resolution No. 2009/55 accepting tabulation of mail-in ballots, confirming the Engineer's Report and authorizing the levy of street light charges to operate and maintain facilities and services for Minor Subdivision 06-0016.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

DELIBERATION ITEMS

D.1 CONSIDER accepting report on the Health Services Department Environmental Health Program describing actions taken to address problems and opportunities for improvement identified in Internal Operations Committee discussions regarding inspections and follow-up processes. (William Walker, M.D., Health Services Director)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

D.2 CONSIDER accepting report regarding the mid-year status of the 2008/09 County Budget, the Department Head Summit, the State Budget, and the Economic Stimulus Package; and DIRECT the Auditor-Controller to suspend transfers to the Workers' Compensation Internal Services Fund for May and June.

County Administrator David Twa presented the item and commented on the importance of updating the County's business models.

Supervisor Piepho said that critical care and public safety are top priorities, yet said they seem to be the hardest hit by the Budget crisis.
Mr. Twa responded that Health and Human Services and Public Safety are the biggest parts of the County's General Fund and so proportionately appear to be the hardest hit. He added that there is also the issue of, Are we going to use County reserves to address this crisis? He said doing so is an easier decision if we think we are dealing with short-term problems, which in this case he said we are not.

Supervisor Piepho said she would appreciate looking for a way to keep the Sheriff's deputies, saying the proposed elimination of 70 deputies is too stark an action to take. She asked if any proposed measures for cost savings could be implemented quickly in order to help offset proposed cuts.

Mr. Twa said that cost-saving measures that could be implemented immediately are being implemented now, but said that overall they will still not be a solution. He added that it will be the long-term solutions that will really make changes.

Supervisor Piepho suggested it would be useful to have a discussion about how to define core services.

Supervisor Uilkema asked about the District Attorney's budget and "unforeseen retirement budget conversions."

Lisa Driscoll, County Administrator's Office, responded that the conversions are those of employees converting years of service from Tier 2 to Tier 3 in the retirement structure, and noted that when and how much employees choose to make this conversion can obligate the County to match dollars accordingly. She added that this is happening countywide, but said that since the D.A.'s office employs attorneys – higher-cost employees – the costs in that

department are higher.

Supervisor Uilkema requested clarification that this report does not address impacts to the County's budget based on current and proposed changes to the State's budget.

Mr. Twa responded that it does not.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

D.3 CONSIDER whether to join litigation filed by Sacramento County, challenging the State's deferral of mandated payments to the County for social service programs. (Silvano B. Marchesi, County Counsel)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

D.4 Board Member Reports of Activities. (All Districts)

Supervisor Bonilla reported hosting a community forum on the budget crisis at the Diablo Valley Democratic Club, which Dr. Walker, Director of Health Services and Joe Valentine, Director of Employment and Human Services also attended; Supervisor Uilkema reported attending a community meeting on co-sponsored Aging and Adult Services on fall prevention; Supervisor Piepho reported attending a Friday Night Live event in San Ramon Valley emphasizing the neighborhood and social impacts of juvenile alcohol consumption.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

CLOSED SESSION

1:00 P.M. HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING

Adjourn in memory of F. Robert Coop of Walnut Creek

CONSENT ITEMS

Road and Transportation

C.1 ADOPT Resolution No. 2009/57 approving and authorizing the Public Works Director, or designee, to partially close a portion of Parker Avenue on March 14, 2009 from 9:00 AM through 10:00 AM for the purpose of Opening Day Parade, Rodeo area.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.2 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Roadway Encroachment Permit with indemnification clause, issued by the County of Alameda Public Works Agency and arrange for the $225 permit fee, as required for the construction of the Vasco Road Overlay Project, Brentwood Area. (100% by Federal Economic Stimulus Bill funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

Engineering Services

C.3 MS 04-00020: ADOPT Resolution No. 2009/59 accepting completion of improvements and widening of Oakgate Drive as a County road, for project being developed by Oak Gate Properties, LLC, as recommended by the Public Works Director, Danville (Blackhawk) area. (No Fiscal Impact)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.4 ADOPT Resolution No. 2009/58 releasing Deficiency Deposit for project being developed by Leonard and Jeanne Steffen, as recommended by the Public Works Director, Alamo area. (No Fiscal Impact)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

Special Districts & County Airports

C.5 APPROVE and AUTHORIZE the Airports Director, or designee, to execute a contract amendment with Barnard Dunkelberg & Company to increase the payment limit by $46,544 to a new payment limit of $1,067,200 and to extend the term from December 31, 2008 to December 31, 2009, to continue to provide consulting services related to the Buchanan Field Master Plan and Federal Aviation Regulation Part 150 Noise Study, Pacheco Area. (88% Federal Aviation Administration grant; 8% Airport Enterprise Fund; 4% CALTrans grant)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.6 APPROVE and AUTHORIZE the Chair, Board of Supervisors, as governing board of the Flood Control and Water Conservation District, to execute a reimbursement agreement with 207 Coggins Drive Associates, LLC, effective February 24, 2009 through February 24, 2019, in an amount not to exceed $214,296 for Drainage Area 44B Improvements, pursuant to the Drainage Area Credit and Reimbursement Policy, as recommended by the Chief Engineer, Pleasant Hill area. (100% Drainage Area 44B Funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.7 ACCEPT the Grant of Easement from Discovery Builders, Inc., a California Corporation in connection with Subdivision 8954 (Prewett Ranch) Drainage Area 30C, Lines A & B and Anderson Lane Extension - Flood Control Access Easements, Brentwood area. (100% Permit Fees)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

Claims, Collections & Litigation

C.8 RECEIVE report concerning the personal property loss of David Adams and authorize payment in the amount of $418, as recommended by the Risk Manager.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.9 DENY claims by Pacific Bell Telephone Company by: Maryanne Candini; Depresha Gordon; Barbara Nielsen, Sucessor Trustee of the William L. Rich; Desiri Moret-Blyden; Laura Tindall, individually and as successor in interest, for wrongful death of William Howard Tindall, Jr. deceased; Erin Tindall, a minor, by Laura Tindall, her mother, for the wrongful death of William Howard Tindall, Jr.; AAA Insurance; Meghan Meehan.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.10 GRANT application to file late claim by Lamos Wayne Sturgis.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.11 RECEIVE report concerning the final settlement of Duane Struntz vs. Contra Costa County and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed $55,000, less permanent disability payments, as recommended by the Risk Manager.

AYE: District I Supervisor John Gioia

District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.12 RECEIVE report concerning the final settlement of Angela Poole vs. Contra Costa County and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in the amount of $50,000 with open lifetime medical, as recommended by the Risk Manager.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

Statutory Actions

C.13 APPROVE minutes, as on file with the Clerk of the Board, for the month of January 2009.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.14 APPROVE Board Member Meeting Reports for the month of January 2009.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

Honors & Proclamations

C.15 ADOPT Resolution No. 2009/82 honoring the Caring Hands Volunteer Caregivers Program on the occasion of its 10th Anniversary, as recommended by Supervisor Piepho.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema

District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.16 ADOPT Resolution No. 2009/62 to declare February 23 through March 2, 2009 as "Peace Corps Week in Contra Costa County". (See PR.2)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.17 ADOPT Resolution No. 2009/79 honoring Walter Pedretti for being named the San Pablo Chamber of Commerce Citizen of the Year, as recommended by Supervisor Gioia.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.18 ADOPT Resolution No. 2009/80 recognizing Doctors Medical Center Regional Cancer Center for being named the San Pablo Chamber of Commerce Business of the Year, as recommended by Supervisor Gioia.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.19 ADOPT Resolution No. 2009/63 proclaiming February 24, 2009 as National "Spay Day USA 2009", as recommended by the Animal Services Director. (See PR.1)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.20 ADOPT Resolution No. 2009/81 honoring El Cerrito Police Commander Gary E. Priebe on the occasion of his retirement, as recommended by Supervisor Gioia.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.21 ADOPT Resolution No. 2009/67 recognizing John Muir Medical Center, Walnut Creek Campus for its superior performance as the Contra Costa County designated Level II Trauma Center, as recommended by the Health Services Director. (See PR.4)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.22 ADOPT Resolution No. 2009/64 on the results of the 2008 Contra Costa County Combined Charities Campaign, as recommended by the Employment and Human Services Director. (See PR.3)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

Appointments & Resignations

C.23 DECLARE vacant the Member-at-Large Seat 9 on the Advisory Council on Aging; and DIRECT the Clerk of the Board to post the vacancy, as recommended by Employment and Human Services Director.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.24 RE-APPOINT Bruce Weisenbach to the District IV Seat on the Fish & Wildlife Committee, as recommended by Supervisor Bonilla.

AYE: District I Supervisor John Gioia

District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.25 APPOINT Michael Murray as the County Planning Commision representative on TRANSPAC, the regional transportation planning committee for Central County, as recommended by the County Planning Commission.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.26 RE-APPOINT Caryln Suzanne Obringer to the Contra Costa Commission for Women, as recommended by Supervisor Bonilla.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.27 RE-APPOINT Thomas R. Weber to the District IV seat on the Aviation Advisory Committee, as recommended by Supervisor Bonilla.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.28 DECLARE vacant the Appointee 3 Seat on the Crockett-Carquinez Fire Protection District's Fire Advisory Commissioners; and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Uilkema.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.29 APPOINT Florence Weiss to the District IV Public Sector on the Economic Opportunity Council, as recommended by Supervisor Bonilla.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.30 DECLARE vacant the District II Family Member #2 Seat on the Contra Costa County Mental Health Commission; and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Uilkema.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.31 RE-APPOINT Daniel Pellegrini to the District II Seat on the Fish and Wildlife Committee, as recommended by Supervisor Uilkema.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.32 RE-APPOINT Dr. Maureen Powers to the San Pablo Member Seat of the Western Contra Costa County Transit Authority Board, as recommended by Supervisor Uilkema.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.33 RE-APPOINT Suzanne Board to the Appointee 4 seat and Josephine Orozco Appointee 7 seat on the County Service Area R-10 Citizens Advisory Committee, as recommended by Supervisor Uilkema.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.34 RE-APPOINT Connie Batchelder to the Appointee 2 and Mary Tabor to the Appointee 4 seats on the County Service Area R-10 Citizens Advisory Committee, as recommended by Supervisor Uilkema.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.35 DECLARE vacant the C6 Air Medical Transportation Provider seat and the C2 Alternate seat on the Emergency Medical Care Committee; and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Health Services Director.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.36 RE-APPOINT Silvano B. Marchesi to be County Counsel of Contra Costa County, as recommended by Supervisor Bonilla.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

Appropriation Adjustments

C.37 Cooperative Extension (0630): APPROVE Appropriations and Revenue Adjustment No. 5060 authorizing new revenue in the Cooperative Extension program in the amount of $14,960 from a grant with University of California at Davis, Sea Grant Program, and appropriating it for the salaries and wages. (No County match)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

Personnel Actions

C.38 ADOPT Resolution No. 2009/26 which supersedes Resolution No. 2008/715 (Management Resolution) regarding compensation and benefits for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented Employees to reflect changes, as recommended by the Assistant County Administrator-Director of Human Resources. (Included in Departmental Budgets)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.39 INCREASE hours for one (1) Board of Supervisors Assistant - Specialist from part time (32/40) to full time (40/40); and ADD one (1) Board of Supervisors Assistant - General Secretary part time position (24/40). (100% Transient Occupancy Tax Funding)

AYE: District I Supervisor John Gioia
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover
NO: District II Supervisor Gayle B. Uilkema

C.40 Acting as the Governing Body of the In-Home Supportive Services Public Authority ADOPT attached Resolution No. 2009/65 regarding compensation and benefits for employees of the In-Home Supportive Services Public Authority (IHSS PA).

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.41 Acting as the Governing Body for the In-Home Support Services Public Authority (IHSS PA) ADOPT Resolution No. 2009/56 which implements personnel rules to be used by the IHSS PA, as recommended by the County Administrator.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho

District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.42 ADOPT Position Adjustment Resolution No. 20656 to cancel one part time (20/40) Librarian position (represented) and increase one Librarian position from part time (20/40) to full time (40/40) (represented) in the Library. (2008/09 Library budget) (Cost Savings)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.43 ADOPT Position Adjustment Resolution No. 20646 to increase hours of one Driver Clerk position (represented) from permanent intermittent to permanent part-time 20/40 in the Library. (2008/09 Library budget)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.44 ADOPT Position Adjustment Resolution No. 20648 to add one permanent part-time (20/40) Driver Clerk position (represented) in the Library. (2008/09 Library budget)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.45 ADOPT Position Adjustment Resolution No. 20663 to reduce the hours of one Deputy District Attorney Basic Level position from full-time to part-time (20/40) (represented) and add one Deputy District Attorney Basic Level position (20/40) (represented), as recommended by the Assistant County Administrator-Human Resources Director. (Salary Savings) (All Districts)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.46 INCREASE the hours of one (1) Board of Supervisors Assistant - Specialist position from part time (20/40) to full time (40/40). (100% Keller Canyon Mitigation Funding)

AYE: District I Supervisor John Gioia
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover
NO: District II Supervisor Gayle B. Uilkema

Grants & Contracts

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

C.47 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the State Department of Alcohol and Drug Programs, effective July 1, 2008, to amend to reflect an increase by the State, Federal Block Grant and Federal Drug Medi-Cal funding in an amount not to exceed $93,833 for Fiscal Year 2008/09 with a new payment limit of $11,608,332, and with no change in the original term of July 1, 2007 through June 30, 2010. (22% State, 78% Federal)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.48 APPROVE and AUTHORIZE the Librarian, or designee, to partner with the City of Lafayette to accept a grant in the amount of $50,350 from the International City Management Association to provide technology and resources for emergency preparedness education and response in the new Lafayette Library and Learning Center. (no matching funds required)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.49 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the Department of Food and Agriculture to reimburse the County up to $1,013,056 for County costs for providing pest detection services from July 1, 2008 through June 30, 2010.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.50 APPROVE and AUTHORIZE the General Services Director, or designee, to EXECUTE a Transportation Fund for Clean Air (TFCA) funding agreement with the Bay Area Air Quality Management District in the amounty of $12,000 from March 1, 2009 through February 28, 2010. (TFCA Project No. 08R85) (82% matching Road Funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.51 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute the 2008/09 Housing Rehabilitation Services Agreement with the City of Antioch in an amount not to exceed $108,000, providing for the County to operate City's Housing Rehabilitation Loan Program for fiscal year 2008/09. (100% City of Antioch reimbursement)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.52 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute the 2008/09 Housing Rehabilitation Services Agreement with the City of Walnut Creek in an amount not to exceed $46,980, providing for the County to operate the City's Housing Rehabilitation Loan Program. (100% City of Walnut Creek reimbursement)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla

District V Supervisor Federal D. Glover

C.53 APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute a contract amendment with the California Department of Education to increase the payment limit to the County by $4,735 for a new payment limit not to exceed $296,045, for full-day Pre-Kindergarten Family Literacy program services with no change to the term July 1, 2008 through June 30, 2009. (No County match)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.54 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an Interagency Agreement with Lafayette School District to pay the County an amount not to exceed $1,600 for the Public Health Clinic Services Scoliosis Screening Project for 7th and 8th grade students for the period February 1, 2009 through January 31, 2010. (No County match)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.55 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Standard Agreement (amendment) with the California Department of Health Services, Office of Oral Health, effective July 1, 2008, to decrease the amount payable to the County by $37,182, to a new total of $520,533 and to make technical adjustments to the scope of work for the Children's Dental Disease Prevention Program, with no change in the original term of July 1, 2007 through June 30, 2010. (No County match is required)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.56 APPROVE and AUTHORIZE the General Services Director, or designee, to execute a Transportation Fund for Clean Air funding agreement with the Bay Area Air Quality Management District in the amount of $70,000 from March 1, 2009 through February 28, 2010. (Sheriff match 13% General Fund)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.57 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an contract amendment with the County of Alameda, effective March 1, 2008, to increase payment to the County by $21,796 to a new payment limit of $1,246,796 for additional coordination of essential services to Contra Costa County residents with HIV Disease and their families and to make technical adjustments to the agreement, with no change in the original term of March 1, 2008 through February 28, 2009. (No County match)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.58 APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County, Grant Award for the California Endowment to pay the County an amount not to exceed $225,000 for the Community Action to fight Asthma/Contra Costa Asthma Coalition Project, for the period July 1, 2008 through February 28, 2010. (No County match)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.59 APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County, a Grant Award Agreement from the California Integrated Waste Management Board to pay the County an amount not to exceed $25,830 for the continuation of the Local Enforcement Agency assistance funds for the Department's Environmental Health Division (Solid Waste Program) for the period July 1, 2008 through June 30, 2009, including agreeing to indemnify and hold harmless the Grantor from any claims arising out of the performance of this Agreement. (No County match)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla

District V Supervisor Federal D. Glover

C.60 APPROVE and AUTHORIZE the Health Services Director, or designee, to accept notice of Grant Award from the California Health Care Safety Net Institute to pay the County an amount not to exceed $200,000 for the Safe and Efficient Electronic Prescribing Practices for the Underserved and Uninsured in California Public Hospital Clinics Project for the period from October 15, 2008 through January 31, 2010. (No County match)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.61 APPROVE and AUTHORIZE the Health Services Director, or designee, to accept Grant Award from the California Healthcare Foundation to pay the County an amount not to exceed $40,000 for the Enabling Chronic Disease Registries Project, a Multi-Condition Chronic Disease Management System (CDMS) for the period from May 1, 2008 through February 28, 2009. (No County match)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.62 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the State of California, Managed Risk Medical Insurance Board, effective December 31, 2008, to increase the amount payable to County by $1,161 to a new total of not to exceed $6,148 to continue State supported services in the Healthy Families Program and to make technical and administrative adjustments to the agreement, with no change in the original term of July 1, 2005 through January 31, 2009. (No County match)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.63 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County an agreement with the State Department of Mental Health to pay the County an amount not to exceed $3,668,800 for Fiscal Years 2008/09 through 2011/12 for Contra Costa County's specific Prevention and Early Intervention (PEI) Planning Estimate, and to sign an Assignment Agreement to assign Contra Costa County's PEI Statewide Project Planning Estimate to the California Department of Mental Health (DMH) for the following PEI Statewide Projects: 1) Suicide Prevention; 2) Student Mental Health Initiative; and 3) Stigma and Discrimination Reduction. (No County match required)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

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

C.64 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Ramon Berguer, M.D., effective September 1, 2008, to modify the payment provisions to add educational expense reimbursement with no change to the original payment limit of $910,000 and no change in the original term from January 1, 2007 through December 31, 2009. (100% Enterprise Fund I)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.65 APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract with Buck Consultants in an amount not to exceed $200,000 for consultation and coordination of the County's Benefit Task Force Committee for the period July 1, 2008 through June 30, 2009. (Charges to Operating Departments)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.66 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Youth Homes Inc., effective February 1, 2009, to increase the payment limit by $300,000 to a new payment limit of $1,250,000 to provide therapeutic behavioral services to additional clients, with no change in the original term of July 1, 2008 through June 30, 2009, and to increase the automatic extension payment limit by $150,000 to a new payment limit of $625,000. (50% Federal Medi-Cal, 45% State Early and Periodic Screening, Diagnosis, and Treatment, 5% Mental Health Realignment)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.67 APPROVE and AUTHORIZE the Purchasing Agent to execute an increase to Purchase Order #23497 with Kent Oil Service Inc. on behalf of the Department of Public Works, in the amount of $397,212 to purchase asphaltic emulsion PMCRS-2H as specified for the 2009 Chip Seal Program. (100% Road Funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.68 APPROVE and AUTHORIZE the Purchasing Agent to execute on behalf of the Department of Public Works, an increase to Purchase Order with Cooper Trucking in the amount of $250,950 for truck transport services for the 2009 Chip Seal Program. (100% Road Funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.69 APPROVE and AUTHORIZE the Purchasing Agent to execute on behalf of the Department of Public Works, an increase to Purchase Order with George Reed Table Mountain Quarry in the amount of $225,000 to purchase aggregate for the 2009 Chip Seal Program. (100% Road Funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho

District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.70 APPROVE and AUTHORIZE the Purchasing Agent to execute on behalf of the Department of Public Works, an increase to Purchase Order with Contract Sweeping Service in the amount of $146,985 for street sweeping required for the 2009 Chip Seal Program. (100% Road funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.71 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to issue a Request for Proposal for mandated Child Welfare Drug Testing Services in an amount not to exceed $300,000. (Budgeted: 30% County; 70% State Child Welfare Allocation)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.72 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Windrix Transcription, Inc., effective January 1, 2009, to increase the payment limit by $90,000 to a new payment limit of $165,000 to provide additional medical transcription services for Mental Health Divisions Outpatient Psychiatric services, with no change in the original term of July 1, 2008 through June 30, 2009. (100% Mental Health Realignment Funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.73 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Gloria H. Bentinck, M.D., in an amount not to exceed $235,000 to provide outpatient psychiatric services at the Adult Mental Health Outpatient Clinic for the period February 1, 2009 through January 31, 2010. (100% Mental Health Realignment)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema

District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.74 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Environmental Science Associates to extend the term from March 1 through November 1, 2009, with no change to the payment limit $284,659, to continue to provide services on the Bayview Residential Project Environmental Impact Report, and to amend the name Community Development Department to the Department of Conservation and Development. (100% Applicant fees)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.75 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Lori Salinas, MFT, effective February 1, 2009, to increase the payment by $44,000 to a new payment limit of $80,000 to provide additional Medi-Cal mental health specialty services, with no change in the original term July 1, 2008 through June 30, 2010. (100% Medi-Cal Funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.76 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Ombudsman Services of Contra Costa, effective February 1, 2009, increasing the contract by $16,827 from $126,060 to a new payment limit of $142,887, with no change in the contract term of July 1, 2008 through June 30, 2009 to provide Long Term Care Ombudsman Services to Seniors. (100% Federal)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.77 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Elizabeth A. Odumakinde, M.D., in an amount not to exceed $140,000 to provide professional hematology/oncology services for Contra Costa Health Plan members for the period February 1, 2009 through January 31, 2011. (100% Member Premiums)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.78 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Psychotherapy Institute of Individual, Family and Community Development, a corporation, effective February 1, 2009, to increase the payment limit by $17,636 to a new payment limit not to exceed $77,636 with no change in the term of March 1, 2008 through February 28, 2010, to provide additional court ordered Mental Health Services to Children and Family Services (CFS) clients who do not qualify for Medi-Cal Services. (100% County Funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.79 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Seneca Residential and Day Treatment Center for Children in an amount not to exceed $2,035,047 to provide school and community based mental health services for seriously emotionally disturbed students in the Mt. Diablo Unified School District, for the period July 1, 2008 through June 30, 2009, with a six-month automatic extension through December 31, 2009, in an amount not to exceed $1,017,523. (25% Federal Medi-Cal, 24% State Early and Periodic Screening, Diagnosis and Treatment, 25% Individuals with Disabilities Education Act, 26% Mount Diablo Unified School District)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.80 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Aspira Technologies, Inc., in an amount not to exceed $500,000 to provide temporary Programmer/Analysts for the Department's Information Systems Unit for the period April 1, 2009 through March 31, 2010. (100% Enterprise I Fund)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.81 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Meals on Wheels\Family and Community Services of Contra Costa (dba Senior Outreach Services), effective March 1, 2009, to increase the payment limit by $19,285 to a new payment limit of $292,457 to provide additional home-delivered meals for the Senior Nutrition Program, with no change in the original term of July 1, 2008 through June 30, 2009, and no change in the automatic extension through September 30, 2009 in an amount not to exceed $68,293. (100% Title III C (2) of the Older Americans Act of 1965)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.82 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Toyon Associates, Inc., effective January 1, 2009, to increase the payment limit by $40,000 to a new payment limit of $790,000 and to extend the term from June 30, 2009 through June 30, 2011 to provide additional consultation and technical assistance with regard to Medicare Prospective Payment System appeals. (Paid from Enterprise I Funds Commission)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.83 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Amy E. Baba, DPM, effective January 1, 2009, to increase the payment limit by $11,000 to a new total of $206,000 to provide additional podiatry services at Contra Costa Regional Medical Center and Health Centers, with no change in the original term of March 1, 2006 through February 28, 2009. (Enterprise I Funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.84 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Preferred Staffing, Inc., effective July 1, 2008, to increase the payment limit by $6,623 to a new total of $56,623 for additional temporary nursing services at Contra Costa Regional Medical and Health Centers, with no change in the original term of August 1, 2007 through July 31, 2008. (Enterprise I Funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.85 AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to purchase computer equipment and servers from Philips Medical Systems for the Contra Costa Regional Medical Center Emergency Department in the amount of $144,999. (100% Enterprise I Fund)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.86 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Michael Sherman, M.D., Ph.D., (dba Contra Costa Oncology), in an amount not to exceed $140,000, to provide professional oncology services for Contra Costa Health Plan members for the period February 1, 2009 through January 31, 2011. (100% Enterprise II Fund)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema

District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.87 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Louis Klein, M.D., Inc., in an amount not to exceed $340,000 to provide professional OB/GYN services for Contra Costa Health Plan members for the period February 1, 2009 through January 31, 2011. (100% Enterprise II Fund)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.88 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Noel T.D. Chiu, M.D., in an amount not to exceed $120,000 to provide professional dermatology services for Contra Costa Health Plan members for the period February 1, 2009 through January 31, 2011. (100% Enterpirse II Fund)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.89 APPROVE and AUTHORIZE the Sheriff-Coroner to execute a contract with Michael G. Ross in an amount not to exceed $87,000 to provide administrative consulting services for the period January 1 through December 31, 2009. (100% County General Fund; Budgeted)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.90 APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract with Cost Control Associates Inc. (CCA) in an amount not to exceed $200,000 to provide cost recovery and reduction service for telephone (local, long distance and internet) and water services for the period of February 1, 2009 through January 31, 2013. (100% cost recovery)

AYE: District I Supervisor John Gioia

District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.91 APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment/extension with Nielsen, Merksamer, Parrinello, Mueller and Naylor to extend the term from January 1, 2009 to June 30, 2009 with no increase in the payment limit for advice and legal representation on Indian Gaming issues, as recommended by the Legislation Committee.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

Other Actions

C.92 ADOPT Resolution 2009/66 approving and authorizing the Conservation and Development Director, or designee, to submit a Transportation Planning grant application to Caltrans for funds up to $300,000 for Fiscal Year 2009/10 for the purpose of developing the Knightsen-Byron Area Transportation Study, as recommended by the Transportation Water and Infrastructure Committee. (No impact to general fund; 20% required match will come from gas tax or Measure C funds and in-kind services/staff time)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.93 ACCEPT 2008 Annual Report submitted by the Contra Costa County Public Law Library, as recommended by the County Administrator.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.94 ADOPT Resolution No. 2009/85 approving a Fifth Amendment to Master Pledge and Assignment Agreement related to the County's issuance of 2005 Multifamily Housing Revenue Bonds to finance the Giant Road Family Apartments, San Pablo (No impact to General Fund).

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.95 APPROVE and ACCEPT the recommendation of the Lien Committee to reduce the County's medical lien to $5,000 for medical care rendered to the minor child of Edward Castillo for treatment of injuries resulting from an automobile accident on May 26, 2007, as recommended by the County Administrator. (50% County General Fund, 50% State funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.96 REFER to the Internal Operations Committee for its July 2009 meeting the matter of updating the January 2006 Contra Costa Emergency Operations Plan for review, update, and recommendations, as recommended by Supervisor Uilkema.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.97 ACCEPT recommendation of the Fish and Wildlife Committee regarding the awarding of grants from the Fish and Wildlife Propagation Fund to the following organizations: (a) $1,163.40 to the Department of Conservation and Development for laboratory analysis associated with the Volunteer Creek Monitoring Program; and (b) $18,705 to the Urban Creeks Council for the Rheem Creek Restoration and Watershed Education Project at Contra Costa College in San Pablo. (No impact to general fund)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla

District V Supervisor Federal D. Glover

C.98 ADOPT Resolution 2009/48 authorizing, on behalf of Pittsburg Unified School District, the sale and issuance of General Obligation Bonds, Election of 2006, Series B, in a principal amount not to exceed $35,000,000, as recommended by the County Administrator. (No fiscal impact to the County)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.99 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Allen Packaging Company in the amount of $125,000 to provide three-compartment trays for Seal-A-Meal food to be used at the West County, Martinez, and Marsh Creek Detention Facilities. (100% General Fund; Budgeted)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.100 CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.101 APPROVE the allocation of Keller Canyon mitigation funds in the amount of $1,000 to conduct a Grant Writing Seminar for the benefit of Keller Canyon applicants and other not-for-profit agencies serving East County, as recommended by Supervisor Glover.

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

Redevelopment Agency

C.102 APPROVE and AUTHORIZE the Redevelopment Director to execute the Purchase and Sale Agreement Between Contra Costa County Redevelopment Agency and Richard B. Berrett and Geri L. Berrett, for property rights for Parcel 094-013-002 and AUTHORIZE payment in the amount of $390,000 in connection with the Orbisonia Heights Redevelopment Project, Bay Point Area. (100% Redevelopment funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

C.103 APPROVE and AUTHORIZE the Redevelopment Director to execute the Purchase and Sale Agreement between Contra Costa County Redevelopment Agency and The Esther Stoneking Living Trust Dated December 18, 1989, Mary J. Dziedzic, Trustee, ACCEPT the Grant same, and authorize payment for property rights for Parcels 094-013-010 and 094-013-011 and AUTHORIZE payment in the amount of $500,000 in connection with the Orbisonia Heights Redevelopment Project, Bay Point Area. (100% Redevelopment funds)

AYE: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

GENERAL INFORMATION

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and 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.

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; or via the County's web page: www.co.contra-costa.ca.us, by clicking "Submit Public Comment" (the last bullet point in the left column under the title "Board of Supervisors.")

Requests for reconsideration of a land use (planning) decision must be submitted in writing to the Clerk of the Board of Supervisors within 10 days of the Board's decision, and must identify the new information which was not before the Board of Supervisors when the decision was made.

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 taped 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.

Applications for personal subscriptions to the weekly Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The weekly agenda may also be viewed on the County's Internet Web Page:

www.co.contra-costa.ca.us

The Closed Session agenda is available each week upon request from the Office of the Clerk of the Board, 651 Pine Street, Room 106, Martinez, California, and may also be viewed on the County's Web Page.

STANDING COMMITTEES

The Airport Committee (Supervisors Mary N. Piepho and Susan A. Bonilla) meets on the first Monday of the month at 9:00 a.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

The Family and Human Services Committee (Supervisors Federal D. Glover and Gayle B. Uilkema) meets on the third Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Finance Committee (Supervisors John Gioia and Susan A. Bonilla) meets on the first Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Internal Operations Committee (Supervisors Gayle B. Uilkema and Mary N. Piepho) meets on the third Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Legislation Committee (Supervisors Susan A. Bonilla and Mary N. Piepho) meets on the first Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Public Protection Committee (Supervisors Federal D. Glover and John Gioia) meets on the first Monday of the month at 2:30 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Transportation, Water & Infrastructure Committee (Supervisors Mary N. Piepho and Federal D. Glover) meets on the third Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

Airport Committee	March 2, 2009	9:00 a.m.	See above
Family and Human Services Committee	March 16,2009	1:00 p.m.	See above
Finance Committee	March 2, 2009	1:00 p.m.	See above
Internal Operations Committee	March 11,2009	10:30 a.m.	See above
Legislation Committee	March 2, 2009	10:30 a.m.	See above
Public Protection Committee Transportation Water & Infrastructure	March 2, 2009 March 30,2009	2:30 p.m. 10:30 p.m.	See above See above

AD HOC COMMITTEES

Ad Hoc committees of the Board of Supervisors meet on an as-needed basis at the direction of the committee chair. Please contact the offices of the committee chairs for meeting times and information.

Municipal Advisory Council Review Committee

PERSONS WHO WISH TO ADDRESS THE BOARD MAY BE LIMITED TO THREE (3) MINUTES

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

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

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

AB Assembly Bill
ABAG Association of Bay Area Governments
ACA Assembly Constitutional Amendment
ADA Americans with Disabilities Act of 1990
AFSCME American Federation of State County and Municipal Employees
AICP American Institute of Certified Planners
AIDS Acquired Immunodeficiency Syndrome

ALUC Airport Land Use Commission
AOD Alcohol and Other Drugs
BAAQMD Bay Area Air Quality Management District
BART Bay Area Rapid Transit District
BCDC Bay Conservation & Development Commission
BGO Better Government Ordinance
BOS Board of Supervisors
CALTRANS California Department of Transportation
CalWIN California Works Information Network
CalWORKS California Work Opportunity and Responsibility to Kids
CAER Community Awareness Emergency Response
CAO County Administrative Officer or Office
CCCPFD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
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 (CCCPFD) 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
EBMUD East Bay Municipal Utility District
ECCFPD East Contra Costa Fire Protection District
ECCRPC East Contra Costa Regional Planning Commission
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 Department of Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Syndrome

HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
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
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
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
SRVRPC San Ramon Valley Regional Planning Commission
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
VA Department of Veterans Affairs
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCTAC West Contra Costa Transportation Advisory Committee

Contra Costa County

To: Board of Supervisors

From: Joe Valentine, Employment & Human Services Director

Date: February 24, 2009

Subject: 2008 Contra Costa County Combined Charities Campaign Report

RECOMMENDATION(S):
ACCEPT report on the results of the 2008 Countywide Combined Charities Campaign from Campaign Chair Joe Valentine, Employment and Human Services Department Director, and Silvano Marchesi, County Counsel.

FISCAL IMPACT:
None.

BACKGROUND:
The 2008 Contra Costa County Combined Charities Campaign ran from October 1 through October 31, 2008. A total of 1,297 county employees participated in this year's campaign, and their donations total $329,933.00. This is an increase over last year's donations of $326,797, which is especially noteworthy given this very difficult financial situation the country found itself during the time of the charity campaign.

The participating charity federations associated with the campaign included Community Health Charities of California (the lead organization), Bay Are Black United Fund, Local Independent Charities, Earth Share of California, and United Way of the Bay Area. Substantial donations were

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: 3-1676

cc:

BACKGROUND: (CONT'D)

also accepted for several non-profit agencies managed by County departments and agencies that support activities and services for County residents. The attached tables reflect Disbursements of Campaign Donations, the Top Five Donor Departments, the Top Five Donor Departments Per Number of Employees, and the 2008 Department Campaign Coordinators.

ATTACHMENTS

Charity Campaign Tables

Disbursements to Charitable Organizations of Campaign Donations					
Community Health Charities of California	**Bay Area Black United Fund**	**Local Independent Charities**	**Earth Share of California**	**United Way of the Bay Area**	**Donor Choice**
$39,502.00	$15,464.00	$69,948.00	$17,188.00	$63,538.00	$123,153.00

Top Five Donor Departments	
Health Services	$72,655
Employment & Human Services	$67,223
Public Works	$27,276
Sheriff-Coroner	$21,606
Child Support Services	$13,576

Top Five Donor Departments Per Employee Donating	
Human Resource	$621
County Administrator	$462
Clerk-Recorder	$389
Child Support Services	$377
Risk Management	$333

2008 Department Campaign Coordinators

Name	Department
Patrick Bowen	Agriculture
Jan Millar	Animal Services
Pat Smyers	Assessor
Nancy Tourigny	Auditor-Controller
Patti Hofherr	Building Inspection
Louise Britton	Child Support Services
Jane Pennington	Clerk of the Board of Supervisors
Elaine Baird	Clerk-Recorder's Office
Barbara Melton	Conservation and Development
Camille Wilkinson	Cooperative Extension
Nancy Yee	County Administrator's Office
Noël Plummer	County Counsel
Dan Cabral	District Attorney's Office/Public Administrator
Kathy Duhaime	DoIT
Maria Velez	Employment & Human Services
Dan Yaworsky	Fire Protection District
Sara Holman	General Services
Jackie Peterson	Health Services
Joseph Villarreal	Housing Authority
Robbie White	Human Resources
Kate Sibley	LAFCO
Naomi Little	Law Library
Cia Court	Library Administration
Christine Pokorny	Moraga-Orinda Fire Protection District
Gene Williams	Office of Revenue Collections
Ed Benton/Jim Morphy	Probation Department
Donna Broussard	Public Defender's Office
Kevin Emigh	Public Works Department
Kevin Molander	Retirement Office
Penny Bailey	Risk Management
Jim Bickert	Sheriff-Coroner's Office
Suzette Madrid	Supervisor Bonilla's Office
Lynn Reichard	Supervisor Glover's Office
Terrance Cheung	Supervisor John Gioia's Office
Amy Prentice	Supervisor Piepho's Office
Stephen Dexter	Supervisor Uilkema's Office
Meredith Boeger	Treasurer-Tax Collector
Luinda Dayak	Veterans Services

Contra Costa County

To: Board of Supervisors

From: Susan A. Bonilla, District IV Supervisor

Date: February 24, 2009

Subject: Declaring February 23 through March 2, 2009 as Peace Corps Week

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☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE:
John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Laura Case 521-7100

cc:

ATTACHMENTS

Signed Resolution

Resolution No.
2009/60

The Board of Supervisors of Contra Costa County, California

In the matter of: **Resolution No. 2009/60**

Declaring February 23 through March 2, 2009 as Peace Corps Week in Contra Costa County

Whereas, the Peace Corps has become an enduring symbol of our nation's commitment to encourage progress, create opportunity, and expand development at the grass-roots level in the developing world; and

Whereas, more than 195,00 Americans have served as Peace Corps Volunteers in 139 countries since 1961; and

Whereas, over the past 48 years, 26,249 men and women from the State of California have responded to our nation's call to serve by joining the Peace Corps; and

Whereas, Peace Corps Volunteers have made significant and lasting contributions around the work in agriculture, business development, information technology, education, health and HIV/AIDS, and the environment, and have improved the lives of individuals and communities around the world; and

Whereas, Peace Corps Volunteers have strengthened the ties of friendship and understanding between the people of the United States and those of other countries; and

Whereas, Peace Corps Volunteers, enriched by their experiences overseas, have brought their communities throughout the United States a deeper understanding of other cultures and traditions, thereby bringing a domestic dividend to our nation; and

Whereas, it is indeed fitting to recognize the achievements of the Peace Corps and honor its Volunteers, past and present, and reaffirm our country's commitment to helping people help themselves throughout the world.

that the Contra Costa Board of Supervisors does hereby proclaim February 23 through March 2, 2009, Peace Corps Week in Contra Costa County

SUSAN A. BONILLA
Chair,
District IV Supervisor

JOHN GIOIA
District I Supervisor

GAYLE B. UILKEMA
District II Supervisor

MARY N. PIEPHO
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: February 24, 2009

David J. Twa,

By: _____, Deputy

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: John Muir Medical Center National Trauma Report Card

RECOMMENDATION(S):
Adopt resolution commending John Muir Medical Center – Walnut Creek Campus for its outstanding performance in the Survival Measurement and Reporting Trial for Trauma study as evidenced by its high rating on the National Trauma Report Card issued by the American College of Surgeons.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The Agency for Healthcare Research and Quality, the nation's lead federal agency for research on health care quality, costs, outcomes, and patient safety, recently issued its report on "Survival Measurement and Reporting Trial for Trauma (SMARTT) putting John Muir Medical Center – Walnut Creek Campus among the top trauma centers in the country based on risk-adjusted patient outcome. The SMARTT study was based on trauma outcome data submitted by trauma

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Art Lathrop 646-4690

cc: Jacqueline Pigg, Barbara Borbon

BACKGROUND: (CONT'D)

centers throughout the country to the American College of Surgeons' National Trauma Databank and resulted in establishing a National Trauma Report Card rating trauma center performance.

ATTACHMENTS

Signed Resolution

Resolution No. 2009/67

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2009/67

National Trauma Report Card issued to JOHN MUIR MEDICAL CENTER - WALNUT CREEK CAMPUS AS THE COUNTY'S LEVEL II TRAUMA CENTER

WHEREAS, the Contra Costa County Board of Supervisors in 1986 established a comprehensive Trauma System and, following a competitive selection process and review, designated John Muir Medical Center - Walnut Creek Campus as the Level II Trauma Center for the County; and

WHEREAS, John Muir Medical Center – Walnut Creek Campus continuously served as the County's sole adult trauma center for the past twenty-three years; and

WHEREAS, the commitment of John Muir Medical Center – Walnut Creek Campus including its physician, nursing and support staffs at its Walnut Creek campus to providing high quality trauma care to critically injured patients has been widely recognized throughout the community and by this Board; and

WHEREAS, the quality of trauma care services provided by John Muir Medical Center – Walnut Creek Campus has recognized by the American College of Surgeons following recent audit undertaken at the request of John Muir Medical Center; and

WHEREAS, John Muir Medical Center – Walnut Creek Campus has consistently submitted high quality trauma outcome data to the National Trauma Databank; and

WHEREAS, John Muir Medical Center – Walnut Creek Campus was one of approximately 125 Level I and Level II trauma centers selected for inclusion in the Survival Measurement and Reporting Trial for Trauma (SMARTT) funded by the federal Agency for Healthcare Research and Policy for the purposes of developing a National Trauma Report Card to benchmark trauma center quality on a risk-adjusted basis; and

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Art Lathrop 646-4690

cc: Jacqueline Pigg, Barbara Borbon

WHEREAS, the Report Card issued by the American College of Surgeons based on this study showed John Muir Medical Center – Walnut Creek Campus as a "very-high quality hospital," the highest ranking issued, in overall score and well above average in all areas of ranking;

That the Board of Supervisors of Contra Costa County commends the efforts of the physicians, nurses, support staff and administration at John Muir Medical Center - Walnut Creek Campus whose commitment, contribution, professionalism, expertise and tireless participation, has resulted in the superior level of trauma care as recognized by the National Trauma Report Card.

PASSED by a unanimous vote of the Board of Supervisors members present this 24th day of February 2009.

Contra Costa County

To: Board of Supervisors

From: Glenn E. Howell, Animal Services Director

Date: February 24, 2009

Subject: Proclaiming February 24, 2009, as "Spay Day USA 2009"

RECOMMENDATION(S):
ADOPT attached Resolution 2009/ 1 proclaiming February 24, 2009, national "Spay Day USA 2009" in Contra Costa County and to observe and recognize responsible pet ownership and kindness to animals by encouraging the citizens of the County to have their pets spayed or neutered.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
"Spay Day USA" was organized by the Doris Day Animal Foundation in February 1995 to offer solutions for pet overpopulation. "Spay Day USA" takes place each year on the last Tuesday of February.

"Spay Day USA" is America's first and only national day of action to promote the spaying or neutering of pets. During "Spay Day USA," veterinarians and their staff, animal welfare professionals, business owners, and citizens join forces nationwide to provide spay/neuter services and to promote spay/neuter as an essential component of good pet health care, as well as an effective and humane means of decreasing the euthanasia of homeless animals in shelters.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Jan Millar (925) 335-8370

cc:

ATTACHMENTS

Signed Resolution

Resolution No.
2009/1

The Board of Supervisors of Contra Costa County, California

In the matter of: **Resolution No. 2009/1**

Proclaiming February 24, 2009 as "Spay Day USA 2009"

WHEREAS, dogs and cats give companionship to and share the homes of over 71 million individuals in the United States; and
WHEREAS, two unaltered cats and their offspring can produce 420,000 more cats in seven years and two unaltered dogs and their offspring can produce 67,000 more dogs in six years; and
WHEREAS, humane societies and shelters euthanize an estimated four million dogs and cats each year, although many of them are healthy and adoptable, due to a lack of critical resources such as money, space, and good adoptive homes; and
WHEREAS, the problem of companion animal overpopulation costs the taxpayers of this county millions of dollars annually through animal control programs aimed at coping with the millions of unwanted dogs and cats; and
WHEREAS, spaying and neutering cats and dogs has been shown to drastically reduce cat and dog overpopulation; and
WHEREAS, veterinarians, humane societies, national and local animal protection organizations, and private citizens have joined together again to advocate the spaying and neutering of companion animals on "Spay Day USA 2009."

NOW, THEREFORE, BE IT RESOLVED THAT the members of the Board of Supervisors of the County of Contra Costa PROCLAIM and PRONOUNCE February 24, 2009 to be designated "Spay Day USA 2009."

SUSAN A. BONILLA
Chair,
District IV Supervisor

JOHN GIOIA
District I Supervisor

GAYLE B. UILKEMA
District II Supervisor

MARY N. PIEPHO
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: February 24, 2009

David J. Twa,

By: _____, Deputy

Contra
Costa
County

To: Board of Supervisors

From: COB

Date: February 24, 2009

Subject: CONSIDER

RECOMMENDATION(S):

FISCAL IMPACT:

BACKGROUND:

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

☐ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 24, 2009

, County Administrator and Clerk of the Board of Supervisors

Contact:

By: , Deputy

cc:

Contra
Costa
County

To: Board of Supervisors

From: COB

Date: February 24, 2009

Subject: Public Comment

RECOMMENDATION(S):

FISCAL IMPACT:

BACKGROUND:

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

☐ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes: Matter of Record. No Action Taken.

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact:

cc:

SD. 2
from
IAN OVERTON

LYNDON LaROUCHE
POLITICAL ACTION COMMITTEE

LaRouchePAC Issues Updated Version of Homeowners and Bank Protection Act of 2007

February 5, 2009 (LPAC)--*LaRouche PAC today issued an updated version of Lyndon LaRouche's Homeowners and Bank Protection Act of 2007, first issued by economist LaRouche in his July 25, 2007 webcast. The full text, formatted for memorialization by local governmental bodies, is included below:*

Homeowners and Bank Protection Act of 2007

Whereas, the failure of the leadership of the United States Congress to pass the Homeowner and Bank Protection Act of 2007 proposed by Lyndon LaRouche in his July 25, 2007 webcast, has transformed a dire situation from one that could have remained manageable through the Autumn of 2007, into a breakdown crisis of not only the U.S. economy, but of the world economy;

Whereas, the Congressional leadership instead chose a course of insulting treatment of state and local legislative and associated bodies within the states, who clamored for the Congress to enact the HBPA, as shown in the HBPA's passage by five state legislatures, and more than 150 city councils across the United States, in addition to hundreds of endorsements by trade union and other constituency leaders individually;

Whereas, the repeated attempts approved by Congress to bail out financial institutions with cumulative trillions of taxpayers' and Federal Reserve money, have utterly failed;

Whereas, forcing the leadership of the U.S. Congress into more responsible behavior on the HBPA now, is perhaps the only chance to begin to move things in a direction which could lead to saving the United States of America itself from the deepest physical depression in its history;

THEREFORE, be it resolved, that

the City/State of_____

hereby endorses the Homeowners and Bank Protection Act of 2007, as initiated by economist Lyndon H. LaRouche, Jr. This Act includes the following provisions:

1. Congress must establish a Federal agency to place the Federal and state chartered banks under protection, freezing all existing home mortgages for a period of

however many months or years are required to adjust the values to fair prices, and restructure existing mortgages at appropriate interest rates. Further, this action would also write off all of the speculative debt obligations of mortgage-backed securities, derivatives, and other forms of Ponzi schemes that have plunged the banking system into bankruptcy.

2. During the transitional period, all foreclosures shall be frozen, allowing American families to retain their homes. Monthly payments, the equivalent of rental payments, shall be made to designated banks, which can use the funds as collateral for normal banking practices, thus recapitalizing the banking systems. These affordable monthly payments will be factored into new mortgages, reflecting the deflating of the housing bubble and the establishment of appropriate property valuations, and reduced fixed mortgage interest rates. This shakeout will take several years to achieve. In the interim period no homeowner shall be evicted from his or her property, and the Federal and state chartered banks shall be protected, so they can resume their traditional functions, serving local communities, and facilitating credit for investment in productive industries, agriculture, infrastructure, etc.
3. State governors shall assume the administrative responsibilities for implementing the program, including the rental assessments to designated banks, with the Federal government providing the necessary credits and guarantees to assure the successful transition. And therefore,

Be it Further Resolved, that a copy of this resolution shall be forwarded to members of Congress from the state, and also be delivered to the President of the United States, for immediate implementation.

Paid for by the Lyndon LaRouche Political Action Committee
P.O. Box 6157, Leesburg, VA 20178, www.larouchepac.com
and Not Authorized by Any Candidate or Candidate's Committee

RESOLUTION NO. 22,564

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE HOMEOWNERS AND BANK PROTECTION ACT OF 2007

WHEREAS, the onrushing financial crisis engulfing home mortgages, debt instruments of all types, and the banking system of the United States threatens to set off an economic depression worse than the 1930s; and

WHEREAS, millions of American citizens are threatened with foreclosure and loss of their homes over the upcoming months according to studies released by Realty Trac and Moddy's Economy.com; and

WHEREAS, this financial crisis is now threatening the integrity of both state and federally chartered banks, as typified by the run on deposits of Countrywide Financial in California during the month of August; and such a banking collapse would wipe out the life savings of American citizens, and drastically undermine the economic stability of our states and cities; and

WHEREAS, in a similar financial crisis in the 1930s, President Franklin D. Roosevelt intervened to protect banks and homeowners when in April 1933, he introduced legislation as a declaration of national policy that the broad interests of the Nation require that special safeguards should protect home ownership as a guarantee of social and economic stability; and

WHEREAS, this crisis is such that it requires emergency action that only the United States Congress has the capability to enact, requiring swift resolve to keep people in their homes and avert social chaos.

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

SECTION 1. That the City of Compton endorses the Homeowners and Bank Protection Act of 2007, as initiated by economist Lyndon H. LaRouche, Jr.

SECTION 2. That Congress establish a Federal agency to place the Federal and state chartered banks under protection, freezing all existing home mortgages for a period necessary for fair prices and the restructuring of existing mortgages at appropriate interest rates. Further, this action would also write off all of the speculative debt obligations of mortgage-backed securities and derivatives that have brought the banking system to the point of bankruptcy.

SECTION 3. That State governors shall assume the administrative responsibilities for implementing the program, including the rental assessments to designated banks, with the Federal government providing the necessary credits and guarantees to assure the successful transition.

SECTION 4. That copies of this Resolution shall be filed in the Offices of the City Clerk, City Manager and City Attorney.

SECTION 5. That the City Clerk forward copies of this resolution to the members of Congress from the state of California and to the President of the United States for immediate implementation.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this 22nd day of April, 2008.

Eric J. Penodin

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. 22,564
PAGE TWO

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the 22nd day of April, 2008.

That said resolution was adopted by the following vote, to wit:

AYES:	COUNCIL MEMBER – Calhoun, Dobson, Hahn, Perrodin
NOES:	COUNCIL MEMBER – None
ABSENT:	COUNCIL MEMBER – Arceneaux
ABSTAINS:	COUNCIL MEMBER – None

CITY CLERK OF THE CITY OF COMPTON

LaRouche's HBPA Introduced in States Across the U.S.

February 13, 2009 (LPAC)--Lyndon LaRouche's Homeowners and Bank Protection Act has been introduced into a number of new state legislatures and city councils across the country in the past few days. It is the only policy able to deal with the deepest financial disintegration-collapse in centuries, and clear the way for rebuilding the U.S. economy and a new credit agreement among major nations.

* The HBPA was introduced into the West Virginia Senate today as SCR 3. The resolution is being co-sponsored by three committee chairmen.

*In South Carolina today, the House added at least half a dozen co-sponsors to the HBPA as it was circulated for support on the floor of the House. It has been referred to the Committee on Resolutions for further consideration.

* The updated version of the HBPA of 2007 has six sponsors in the South Dakota House and Senate, after a day of organizing by a four-person LaRouche PAC team in Pierre today. It is slated to receive a bill number as a concurrent resolution of both houses on Feb. 13, and will be introduced on the floor early next week.

In 2008, when the legislature was out of session, the LaRouche PAC petition in support of the HPPA was circulated to South Dakota legislators. So, many of them were already familiar with the legislation. Ten legislators and two Tribal Chairman signed the petition at that time.

* The HBPA has also been introduced in the Kentucky House, with two sponsors. The HBPA passed the Kentucky Senate last year. A team of organizers lobbied the legislators today, and there will be more lobbying led by Carol Smith Feb. 13. The HBPA has been assigned to the Banking Committee--a good development. The Kentucky resolution, as well as those in West Virginia and South Carolina, were drafted before the updated version blaming the Pelosi-Frank leadership for insulting the needs and calls of state and city elected officials, was drafted.

The HBPA has also been introduced in the Toledo City Council, and referred to Committee, where there will be hearings.

Regenerate the U.S. and World Economy "Top Down"

February 19, 2009 (LPAC)--Lyndon LaRouche emphasized in discussions today that we have to correct the mistakes the Obama Administration is making with its stimulus plan. The machine tool part of the former auto sector is the crucial factor in this development. With the collapse of the auto sector now in Europe as well as in the U.S., we have to have the same policy in Europe as in the U.S. We need an international policy, not merely a national policy. We also have to get the Russians in on the same policy. Then you have it. Take the machine tool capacity of the former auto sector as the crucial factor. Save it. Save the employees of the former auto industry. Forget automobiles. Use the machine tool part of the former auto sector as the driver for recovery.

The only way to revive the expiring U.S. and world economies is to take a "top-down, physical science" approach in emergency measures to regenerate basic infrastructure, essential functions, and agro-industrial capacity. The `stimulus' plan must be revised on this principle. Lyndon LaRouche has discussed this in detail in three webcasts since mid-January. In his Jan. 16 webcast, he recounted the history of how the U.S. successfully built river management systems, rail systems, and accomplished other feats of production such as

mass aircraft assembly in World War II. He said, "We did it on the top-down approach. We start from *science* at the top level, physical science! You go down from physical science to machine-tool design, as a by-product of science for production design, of production of the essential components which go into anything..."

The following list reviews in brief, indicative parameters of what is needed in three sectors of the U.S. economy. At present, at least 21 million persons--13 percent, of the total U.S. workforce--are out of work, or very under-employed. Multi-millions of new jobs will be created in the course of carrying out a real, science-based development program.

I. High Speed Rail and Maglev

Today's U.S. rail grid (about 99,250 miles of Class I track) is nearly 60 percent less than in 1929, with freight and passenger services almost non-existent for most parts of the country. The place to start to modernize and expand, is with electrifying 26,000 route-miles of the rail system. In the second stage, another 16,000 route-miles should be electrified, bringing the total up to 42,000 route-miles. This would cover all key passenger and freight rail corridors that transport more than 60 percent of all U.S. rail traffic. Maglev lines can run along strategic continental routes.

The requirements for this are worked out, including for building nuclear power plants, transmission lines, step-up and step-down transformers, and for what is "saved" in eliminated petroleum fuels. The impact would be tremendous in increasing manufacturing and economy-wide productivity.

This program will be re-published in the EIR online Feb. 24, from a 2005 article by Hal Cooper and Richard Freeman (June 10, 2005, Vol. 32, No. 23, "Congress's Mission for Bankrupt Auto: Build USA Electrified Rail Network.")

II. Nuclear Power

The threat and incidence of black-outs and brown-outs in the U.S. electricity system are now a constant feature. Whereas per capita electricity generation grew at a rate of 7 percent a year from FDR's 1930s until the late 1970s, then came the decline to where over the 1995 to 2000 period, overall U.S. capacity grew only 1.5 percent, and thus, it went negative per capita.

What is required is to resume an all-out nuclear power development program, along the lines originally planned for "2000 by 2000" U.S. nuclear plants for the 21st century. Worldwide, there are only some 400 nuclear plants in operation today.

In the U.S., applications have been filed for 28 new power plants, to be constructed on the "brownfield sites" where a generating plant or two may exist, but the full complex of several plants was never completed. This is a start. But additional sites need to be selected, in order to fill out the national "economic map" for the future, where new generation centers are in place to power intended industrial, agriculture, transportation and residential purposes. Accordingly, the transmission grid must be expanded, and employ such technologies as superconducting cable.

There are "off the shelf" designs for power plants, including the Westinghouse AP-600 and AP-1,000; the General Electric Advanced Boiling Water Reactor (ABWR); and others. In addition, "fourth generation" nuclear plant designs can be readied for mass production. These are advanced, high-temperature gas-cooled reactors.

To go nuclear, requires reconstituting the U.S. capacity for heavy industrial output, to produce the required components, especially pressure vessels; this is in line with the renewed manufacturing capacity needed for refurbishing the entire infrastructure base of the nation.

Some rough parameters of job creation: "Approximately 4,000 workers are needed at each site at the peak of construction, and each new plant requires 400-700 employees. To build about 35 new reactors, about 38,000 jobs will be created in the nuclear manufacturing industry." In addition, another 20,000 are needed over the next five years, to take the place of the estimated 35 percent of the current nuclear workforce who are retiring over this period. (From EIR, Feb. 13, 2009, Vol. 36, No. 6, by Marsha Freeman, "Do You Want to Stimulate the Economy? Then Build New Nuclear Power Plants").

III. Waterways and Ports

Much of the 12,000 mile U.S. waterway system, of inland and coastal channels, is long overdue for improvements in its critical infrastructure of 240 locks and dams, and flood control structures and related. "The average age of all federally owned or operated locks is nearly 60 years, well past their life planned design of 50 years," stated the report released Jan. 28 by the American Society of Civil Engineers. There are locks and dams on the Monongahela/Ohio System that are over 80 years old.

Of the 27 locks and dams on the Upper Mississippi, including the Illinois River, 26 need renovation/repair, due to age. Seven of these rehab projects were approved in the 2007 Water Resources and Development Act, but the just-passed "stimulus" bill *excluded these projects from funding*, because of a provision inserted by the House and Senate Appropriations Committees to prohibit allocations of funding for so-called "new starts," that is, projects that had not previously received construction monies!

What is required is the go-ahead for the across-the-board restoration of the 12,000 mile navigation system. The January ASCA "report card" stated, "The cost to replace the present system of locks is estimated at more than $125 billion."

Technologies exist that can expedite both renovation and new-starts of needed waterway infrastructure. E.g. "Hollow" dam walls can be built off-site and "floated" into place. These kinds of components required for locks, dams, gates, weirs, levees, port infrastructure (traffic tunnels, piers, breakwaters), plus dredging equipment and vessels, creates the necessity for re-establishing heavy industrial capacity to feed the supply lines.

A rough parameter of job-creation is that 35,000 jobs result from every $1 billion of funding for navigation projects, according to the Department of Transportation.

Paid for by the Lyndon LaRouche Political Action Committee
P.O. Box 6157, Leesburg, VA 20178, www.larouchepac.com
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'Pelosi Needs to be Stopped'

February 23, 2009 (LPAC)--The Iowa newspaper, the *Fort Dodge Messenger* devoted its lead editorial today to the national necessity of dumping the Speaker of the House of Representative, Nancy Pelosi. Headlined "Pelosi Must Be Opposed," it says:

"Much of the reporting of debate over the so-called "stimulus" package in Congress tended to paint disagreements in partisan terms," observed the editorial. "At times it seems Democrats and Republicans are in nearly solid blocs in opposition to each other.

"But such is not the case. On one important concern - open debate of the issues - a large group of Democrats opposes liberal leaders of their own party.

"House Speaker Nancy Pelosi, D-Calif., recently received a letter from nearly 70 Democrat lawmakers, complaining about tactics used to advance the "stimulus" bill. Members of the Blue Dogs, who are fiscally conservative Democrats, and the centrist New Democrats wrote an open letter to Pelosi. In it, they complained about tactics used by the speaker to limit debate and committee consideration of the bill.

Those who signed the letter urged that, "we must engender an atmosphere that allows partisan games to cease and collaboration to succeed." They added that they want to ensure that "our legislative tactics enable rather than impede progress."

"That isn't Pelosi's agenda. She intends to push liberal legislation through the House no matter what it takes - and that includes alienating some members of her own party.

"Pelosi needs to be stopped.

"If that requires a coalition of Republicans with moderate Democrats, so be it. That may be just the remedy for Pelosi's brand of ultra-liberalism."

Fort Dodge, the county seat of Webster County north of Des Moines in north central Iowa, lost more than 4% of its population between 1990 and 2000. Its economy gained a momentary spike during the doomed ethanol craze. Its Congressman, GOP'er Tom Latham, voted against the Recovery and Reinvestment Act.

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LYNDON LaROUCHE
POLITICAL ACTION COMMITTEE

LaRouche: Only Enemies of the U.S.A. Oppose Bankruptcy Reorganization

February 15, 2009 (LPAC)--Lyndon LaRouche today reiterated his call for President Barack Obama to immediately declare a national and international financial emergency, and announce a bankruptcy reorganization of the entire Federal Reserve banking system. In his Feb. 11 international webcast, LaRouche had explained that nothing short of a top-down bankruptcy reorganization of the entire, hopelessly-bankrupt financial system, could stop the plunge into a global dark age, worse than the 14th century collapse of Europe.

LaRouche today added that "the people who are responsible for this catastrophe are now the main opponents of my proposal for a top-down bankruptcy reorganization." LaRouche called on them to "learn their lesson and come along, or just shut up."

"We are in a breakdown crisis," LaRouche continued. "My focus is on the urgent measures that must be adopted immediately, to save nations and economies from total ruin. The present post-Bretton Woods system is hopelessly bankrupt and cannot be saved. But that is not a problem. You can always create a new financial system, following a bankruptcy reorganization of the old, dead system. The simple fact is: Many bankers are going to have to eat the losses, especially those financiers who built up the approximately $1.4 quadrillion dollar derivatives bubble.

"There are people who are trying to save the derivatives swindlers, at the expense of current and future generations of American taxpayers," LaRouche charged. "In my view, these people are thieves, who gambled criminally with other peoples' money. They lost, and nobody in their right mind can justify bailing them out, on the backs of working American families. But isn't that exactly what Hank Paulson proposed? Isn't that what Nancy Pelosi, Chris Dodd and Barney Frank are still proposing?

"I am very concerned that enemies of the United States, including some people who are trying to mis-advise President Obama, are blocking the urgently needed bankruptcy reorganization, that I first spelled out in my July 25, 2007 international webcast, and then issued in legislative form in the Homeowners and Banks Protection Act (HBPA).

"There is no alternative to the HBPA, if the United States and the world are to avoid a plunge into a dark age collapse," LaRouche concluded.

Paid for by the Lyndon LaRouche Political Action Committee
P.O. Box 6157, Leesburg, VA 20178, www.larouchepac.com
and Not Authorized by Any Candidate or Candidate's Committee

Contra Costa County

To: Board of Supervisors

From: John Gioia, District I Supervisor

Date: February 24, 2009

Subject: Naming the Richmond Courthouse as the "George D. Carroll Courthouse"

RECOMMENDATION(S):
APPROVE the naming of the Richmond Courthouse at 100 - 37th, Richmond, the "George D. Carroll Courthouse" and AUTHORIZE a joint County-Superior Court dedication of this renaming at the Richmond Courthouse at an appropriate time this year.

FISCAL IMPACT:
No Fiscal Impacts

BACKGROUND:
Several Courthouses in the County are named after individuals, both living and deceased. The State of California recently decided to name the new East County Courthouse (funded and constructed by the State) the Richard E. Arnason Justice Center.

Other county courthouses named after former judges, both living and deceased, are the Wakefield Taylor Courthouse, Spinetta Family Law Center, and the A.F. Bray Building.

George D. Carroll was

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: 510-374-3231

cc:

BACKGROUND: (CONT'D)

born in Brooklyn, New York, in 1923 and is a veteran of World War II. He started his legal career in the District Attorneys' Office in Kings County (Brooklyn), New York. He moved to Contra Costa County in 1954 and continues to be a resident of Richmond to this day.

Judge Carroll has provided outstanding and exemplary service to the people of Contra Costa County, and Western Contra Costa County in particular, over a long and distinguished career. Judge Carroll held prominent public positions from 1961 to 1985 and is a pioneer in advocating legal and political representation for persons of color in Contra Costa County.

Judge Carroll achieved many "firsts" in his career. He was the first African-American to practice law in the City of Richmond. He was the first African-American elected to the Richmond City Council (serving from 1961 to 1965) and to be elected Mayor of Richmond (in 1964). He was also the first African-American mayor of a large American city.

In 1965, he became the first African-American judge in Contra Costa County. Judge Carroll served on the bench of the Richmond Municipal Court from 1965 to 1977 and on the Bay Municipal Court from 1977 to his retirement in 1985. He served six terms as the Presiding Judge of the Bay Municipal Court.

Judge Carroll was also a founding member of the Judicial Council of the National Bar Association (The nation's oldest and largest national association of predominately African American lawyers and judges) and a member of the Charles Houston Bar Association, California Judges Association, American Bar Association, American Judicature Society, World Association of Judges of the World Peace Through Law Center, Board of Governors of the United Bay Area Crusade, Richmond Boys' Club, and the Neighborhood House of North Richmond.

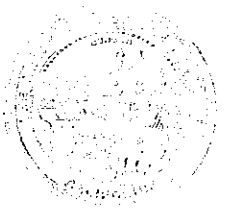
There are letters of support in favor of naming the Richmond Courthouse after Judge George Carroll from the following individuals and organizations:

State Senator Mark DeSaulnier
State Senator Loni Hancock
Mary Ann O'Malley, Presiding Judge of the Contra Costa Superior Court
David Coleman, Contra Costa Public Defender
Robert Kochly, Contra Costa District Attorney
National Association for the Advancement of Colored People (NAACP) – Contra Costa
Joshua Genser, former President of the Richmond Chamber of Commerce and lawyer in private practice in Richmond
Richmond City Council unanimous resolution
Black American Political Action Committee of Contra Costa Coumnty

ATTACHMENTS

Carroll Letters of Support

Superior Court of California
COUNTY OF CONTRA COSTA
725 COURT STREET
P.O. BOX 911
MARTINEZ, CA 94553-0091



To the Board of Supervisors,

Over the decades, our court has been blessed with many wonderful judges and commissioners. They have served our county with distinction and dedication. They have made this a better place to live. If we could, we would name a building for each of them.

Normally, judges labor in semi-obscurity. So, the court is very pleased to see the interest that the public has taken in deciding which judge to honor by giving his name to the Richmond Courthouse. It is a difficult decision, for many judges have served there with great distinction.

There is no doubt, however, that Judge George Carroll is one of those. He practiced law in Richmond from 1953 to 1965. He was elected to the Richmond City Council July 1, 1961. He became Mayor of Richmond in July 1964, the first African – American to hold such a position in a major city in the United States. He was appointed to the Richmond Municipal Court in May, 1965 as the first African-American member of our bench. The Richmond Court then merged into the Bay Municipal Court in 1977. Judge Carroll was the Presiding Judge six times during his twenty two years on the Bench.

For all these reasons, Judge Carroll's name would be on the short list of anyone considering an appropriate name for the courthouse. Therefore, as Presiding Judge, I agree that it is fitting that the Richmond Courthouse bear his name. It is a great tribute to a great man.

I only wish that we had more buildings so we could honor even more of our great public servants.

Sincerely,

Mary Ann O'Malley

Mary Ann O'Malley
Presiding Judge
Contra Costa Superior Court

RESOLUTION OF THE RICHMOND NAACP

WHEREAS, retired Judge George D. Carroll was born on January 6, 1923 in Brooklyn, New York and served in the U.S. Army during World War II and was stationed overseas in Italy;

WHEREAS, Judge Carroll moved to Berkeley, California in 1952 and moved to Richmond in 1954 and has been a Richmond resident since that time;

WHEREAS, Judge Carroll graduated from Brooklyn College in 1943 and Brooklyn Law School in 1950 having been a member of the honor society and was admitted to the New York Bar in 1950;

WHEREAS, Judge Carroll worked in the Office of the District Attorney of Kings County (Brooklyn) from 1946 to 1951 and was an attorney in private practice in New York from 1951 to 1952, and was the first African American lawyer to practice law in Richmond when he opened his office in 1953 and served in private practice until 1965;

WHEREAS, Judge Carroll was elected to the Richmond City Council in 1961 and served until 1965, and served as mayor of the City of Richmond from July 1964 until his appointment as a Judge in May 1965 earning him the distinction of being the first African American to become mayor of a major U.S. city;

WHEREAS, Governor Edmund G. ("Pat") Brown appointed Judge Carroll to the Contra Costa Municipal Court in May 1965 making Judge Carroll the first African American Judge to be appointed in Contra Costa County where he served until his retirement in 1985 after having been re-elected without opposition in 1970, 1976 and 1982;

WHEREAS, Judge Carroll served six times as the Presiding Judge of the Bay Municipal Court and turned down an opportunity to be appointed a Superior Court Judge by Governor Edmund G. ("Jerry") Brown, Jr. in order to continue serving as a judge in Richmond and not move to the bench in Martinez;

WHEREAS, Judge Carroll is a founding member of the Judicial Council of the National Bar Association which is the nation's oldest and largest national association of predominately African American lawyers and judges, and is a former member of the Charles Houston Bar Association, California Judges Association, American Bar Association, American Judicature Society, World Association of Judges of the World Peace Through Law Center, Board of Governors of the United Bay Area Crusade, Richmond Boys' Club, and the Neighborhood House of North Richmond;

WHEREAS, Judge Carroll is a life members of the National Association for the Advancement of Colored People (NAACP) and the Sigma Pi Phi and Omega Phi Fraternities and was named Man of the Year in 1964 by the Omega Psi Phi Fraternity and the San Francisco Sun Reporter newspaper which was the first African American owned newspaper in the Bay Area;

WHEREAS, Judge Carroll has been a well-respected community, political, legal and judicial leader in the Richmond and Contra Costa County communities since the 1950's and is considered a trailblazer for African Americans and people of color in the political, legal and judicial communities in West Contra Costa County;

WHEREAS, the Richmond Courthouse (located at 100-37th Street, Richmond, CA) is the major symbol of the judicial system in West County and is a major public community building where West County residents go to serve on juries, handle traffic, parking and small claims matters, visit the County District Attorneys' and Veterans' Services offices, and is adjacent to the County's Health Center;

NOW, THEREFORE, BE IT RESOLVED, that the Executive Committee and Members of the National Association of Colored People (NAACP) of Richmond, California hereby honors and acknowledges Judge George D. Carroll (retired) for his decades of political and judicial leadership in Richmond and Contra Costa County and support naming the Richmond Courthouse as the Judge George D. Carroll Courthouse.

Ken Nelson, President
NAACP Richmond Branch
February 18, 2009

NAACP

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

East Contra Costa County Branch

RESOLUTION

In Honor of

Judge George D. Carroll (Ret.)

WHEREAS, retired Judge George D. Carroll was born on January 6, 1923 in Brooklyn, New York and served in the U.S. Army during World War II and was stationed overseas in Italy;

WHEREAS, Judge Carroll moved to Berkeley, California in 1952 and moved to Richmond in 1954 and has been a Richmond resident since that time;

WHEREAS, Judge Carroll graduated from Brooklyn College in 1943 and Brooklyn Law School in 1950 having been a member of the honor society and was admitted to the New York Bar in 1950;

WHEREAS, Judge Carroll worked in the Office of the District Attorney of Kings County (Brooklyn) from 1946 to 1951 and was an attorney in private practice in New York from 1951 to 1952, and was the first African-American lawyer to practice law in Richmond when he opened his office in 1953 and served in private practice until 1965;

WHEREAS, Judge Carroll was elected to the Richmond City Council in 1961 and served until 1965, and served as Mayor of the City of Richmond from July 1964 until his appointment as a Judge in May 1965 earning him the distinction of being the first African-American to become mayor of a major U.S. city;

WHEREAS, Governor Edmund G. ("Pat") Brown appointed Judge Carroll to the Contra Costa Municipal Court in May 1965 making Judge Carroll the first African-American Judge to be appointed in Contra Costa County where he served until his retirement in 1985 after having been re-elected without opposition in 1970, 1976 and 1982;

WHEREAS, Judge Carroll served six times as the Presiding Judge of the Bay Municipal Court and turned down an opportunity to be appointed a Superior Court Judge by Governor Edmund G. ("Jerry") Brown, Jr. in order to continue serving as a judge in Richmond and not move to the bench in Martinez;

301 West 10th Street, Antioch, CA 94509 • Phone: (925) 753-5089
www.naacp-ec.org

STATE CAPITOL
SACRAMENTO, CA 95814
(916) 651-4007

California State Senate

SENATOR
MARK DESAULNIER
SEVENTH SENATE DISTRICT

RECEIVED
JAN 26 2008

January 22, 2009

The Honorable John Gioia
Supervisor, District One
Contra Costa County Board of Supervisors
11780 San Pablo Ave., Suite D
El Cerrito, CA 94530

RE: JUDGE GEORGE D. CARROLL

Dear Supervisor Gioia:

I write to you in support of naming the Richmond Courthouse in honor of retired Richmond Municipal Court Judge George D. Carroll.

As a Richmond resident since 1954, Judge Carroll has been a remarkable member of the community, spanning decades of public service as a respected attorney, an elected official, and judge. Having grown up on the East Coast and served in the United States Army during World War II, he graduated cum laude from Brooklyn Law School in 1950 and was admitted to the New York Bar. He began his distinguished legal career in Brooklyn with the Office of the District Attorney of Kings County before entering private practice. Several years later, he moved his private practice to Richmond, California.

Judge Carroll became politically active in his new community and was elected to the Richmond City Council in 1961, serving as mayor from July 1964 until his appointment to the bench. He had the distinction of being the first African-American to become mayor of a major United States city.

In 1965, he was appointed to the Richmond Municipal Court by Governor Edmund G. Brown, Sr., becoming the first African-American appointed to the bench in Contra Costa County. Judge Carroll served on the Richmond Municipal Court (which merged in 1977 into the Bay Municipal Court) until his retirement in 1985, after having been re-elected without opposition in 1970, 1976 and 1982. The respect he enjoyed from his colleagues is evidenced by his being selected six times to serve as the Presiding Judge of the Bay Municipal Court.

Loni Hancock SENATOR, NINTH DISTRICT

January 13, 2009

John Gioia
Supervisor, District One
Contra Costa County Board of Supervisors
11780 San Pablo Ave., Suite D
El Cerrito, CA 94530

RE: JUDGE GEORGE D. CARROLL

Dear Supervisor Gioia:

It is with great pleasure that I write to you in support of naming the Richmond Courthouse in honor of retired Richmond Municipal Court Judge George D. Carroll.

As a Richmond resident since 1954, Judge Carroll has been a remarkable member of the community, spanning decades of public service as a respected attorney, an elected official, and judge. Having grown up on the East Coast and serving in the United States Army during World War II, he graduated cum laude from Brooklyn Law School in 1950 and was admitted to the New York Bar. He began his distinguished legal career in Brooklyn with the Office of the District Attorney of Kings County before entering private practice. Several years later, he moved his private practice to Richmond, California.

Here, Judge Carroll became politically active in his community and was elected to the Richmond City Council in 1961 and served as mayor from July 1964 until his appointment to the Bench. He had the distinction of being the first African-American to become mayor of a major United States city.

In 1965, he was appointed to the Richmond Municipal Court by Governor Edmund G. Brown, Sr., becoming the first African-American appointed to the Bench in Contra Costa County. Judge Carroll served on the Richmond Municipal Court (which merged in 1977 into the Bay Municipal Court) until his retirement in 1985, after having been re-elected without opposition in 1970, 1976 and 1982. The respect he enjoyed from his colleagues is evidenced by his being selected six times to serve as the Presiding Judge of the Bay Municipal Court. His dedication to the people of Richmond led him to turn down an opportunity to be appointed Superior Court Judge by Governor Edmund G. Brown, Jr. in order to continue serving as a Municipal Judge.

Judge Carroll has many other distinctions. He is a founding member of the Judicial Council of the National Bar Association, the nation's oldest and largest national association of predominately African American lawyers and judges. He has been a member of the Charles Houston Bar Association, California Judges Association, American Bar Association, American Judicature Society, World Association of Judges of the World Peace Through Law Center, Board of Governors of the United Bay Area Crusade, Richmond Boys' Club, and the Neighborhood House of North Richmond.

DISTRICT OFFICE • 1515 CLAY STREET, #2202 • OAKLAND, CA 94612 • (510) 286-1333 • FAX (510) 286-3885

Additionally, he is Life Member of the N.A.A.C.P. and the Sigma Pi Phi and Omega Psi Phi Fraternities and was named Man of the Year in 1964 by the San Francisco Sun Reporter (the first African-American owned newspaper in the Bay Area).

It is for these, and many other reasons, that I believe it is appropriate to name the Richmond Municipal Court in honor of Judge George D. Carroll, who has given so much to the City of Richmond. We now have an opportunity to show our appreciation for his decades of pubic service to this community.

Sincerely,

Loni Hancock

LONI HANCOCK
Senator

LH:tw

Genser & Watkins LLP
Attorneys at Law

JAN 17 2008

January 16, 2009

Honorable John Gioia
Supervisor, District 1
Contra Costa County
11780 San Pablo Avenue, Suite D
El Cerrito, CA 94530

Re: West Contra Costa County Courthouse

Dear John:

I understand that the Board of Supervisors is considering naming the West County Courthouse. If so, I urge you very strongly to name it after the Honorable George Carroll.

The symbolism of naming West County's Courthouse after the first African-American Judge in Contra Costa County is obvious, but nevertheless compelling. West County has a large African-American population and one that is highly sensitive to race and proud, justifiably so, of its record in electing African-American public servants. Judge Carroll was not only the first African-American Judge in the County, but the first African-American Mayor of Richmond, and one of the first in the country since Reconstruction.

Judge Carroll deserves the honor for much more than symbolism, however. Judge Carroll was (and still is) a wise man and a kind soul. His accomplishments were earned and well-deserved. He mentored many a young attorney, and was an example for all, regardless of ethnicity.

Please encourage your colleagues to vote to name the West County Courthouse for Judge George Carroll.

Very truly yours,

Joshua Genser

125 Park Place, Suite 210, Point Richmond, California 94801 tel: (510) 237-6916 fax: (510) 236-9851
www.genserandwatkins.com

One small way in which Judge Carroll touched my life might illustrate. A few months after my first trial, Judge Carroll asked if I wanted to attend a weekly Rotary Club luncheon at the service chapter of which he was a member. I agreed and accompanied him to a noon meeting. He introduced me to other members of the club that day as a young man working in the county's public defender office, and suggested that I should join someday. Virtually all of the members of that club were Caucasian businessmen. But it was not lost on anyone at the meeting that the first African American judge in the county had brought me, a young African American lawyer working for Contra Costa County, to their meeting for a reason: Judge Carroll was teaching by example a "young man" (as he called me) about the importance of commitment to the community as a part of public service.

I did not join the Club. But, I shared the story for this reason. The term "role model" has been bandied about in many contexts. For African American professionals in Northern California and for me as a public defender in this county, no one has played a greater role as a "model" than has Judge Carroll. In my view, a new generation of lawyers of color, like President-elect Obama, benefited from the road paved decades ago by courageous, humble and resilient people of service to their community like Judge Carroll.

Mine, however, is only one story among thousands. Judge Carroll has served in so many "roles" for so many years. As a Mayor, a distinguished jurist, and as a member of many organizations rooted in under-resourced and underserved communities like Richmond in West County, Judge Carroll always worked to bring fairness and equality before the law to people in the community -- and to see those values applied to, or supplied by, the government that serves them.

In conclusion, I cannot emphasize enough how much it would be a great source of pride and recognition for everyone who shares roots as deep as Judge Carroll's in west Contra Costa County to see his name on the community's courthouse. I can envision no more deserved honor for the man. And I can envision no more fitting symbol for the court that would bear that name.

Sincerely yours,

David Coleman
Contra Costa County
Public Defender

cc: David Twa, County Administrator

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND

WHEREAS, retired Judge George D. Carroll was born on January 6, 1923 in Brooklyn, New York and served in the U.S. Army during World War II and was stationed overseas in Italy;

WHEREAS, Judge Carroll moved to Berkeley, California in 1952 and moved to Richmond in 1954 and has been a Richmond resident since that time;

WHEREAS, Judge Carroll graduated from Brooklyn College in 1943 and Brooklyn Law School in 1950 having been a member of the honor society and was admitted to the New York Bar in 1950;

WHEREAS, Judge Carroll worked in the Office of the District Attorney of Kings County (Brooklyn) from 1946 to 1951 and was an attorney in private practice in New York from 1951 to 1952, and was the first African-American lawyer to practice law in Richmond when he opened his office in 1953 and served in private practice until 1965;

WHEREAS, Judge Carroll was elected to the Richmond City Council in 1961 and served until 1965, and served as Mayor of the City of Richmond from July 1964 until his appointment as a Judge in May 1965 earning him the distinction of being the first African-American to become mayor of a major U.S. city;

WHEREAS, Governor Edmund G. ("Pat") Brown appointed Judge Carroll to the Contra Costa Municipal Court in May 1965 making Judge Carroll the first African-American Judge to be appointed in Contra Costa County where he served until his retirement in 1985 after having been re-elected without opposition in 1970, 1976 and 1982;

WHEREAS, Judge Carroll served six times as the Presiding Judge of the Bay Municipal Court and turned down an opportunity to be appointed a Superior Court Judge by Governor Edmund G. ("Jerry") Brown, Jr. in order to continue serving as a judge in Richmond and not move to the bench in Martinez;

WHEREAS, Judge Carroll is a founding member of the Judicial Council of the National Bar Association which is the nation's oldest and largest national association of predominately African-American lawyers and judges, and is a former member of the Charles Houston Bar Association, California Judges Association, American Bar Association, American Judicature Society, World Association of Judges of the World Peace Through Law Center, Board of Governors of the United Bay Area Crusade, Richmond Boys' Club, and the Neighborhood House of North Richmond;

WHEREAS, Judge Carroll is a life member of the NAACP and the Sigma Pi Phi and Omega Phi Fraternities and was named Man of the Year in 1964 by the Omega Psi Phi Fraternity and the San Francisco Sun Reporter newspaper which was the first African-American owned newspaper in the Bay Area;

WHEREAS, Judge Carroll has been a well-respected community, political, legal and judicial leader in the Richmond and Contra Costa County community since the 1950's and is considered a trailblazer for people of color in the political, legal and judicial communities in West Contra Costa County;

WHEREAS, the Richmond Courthouse (located at 100-37th St., Richmond) is the major symbol of the judicial system in West County and is a major public community building where West County residents go to serve on juries, handle traffic, parking and small claims matters, visit the County District Attorneys' and Veterans' Services offices, and is adjacent to the County's Health Center;

NOW, THEREFORE, BE IT RESOLVED, that the Richmond City Council hereby honors and acknowledges Judge George D. Carroll (retired) for his decades of political and judicial leadership in Richmond and Contra Costa County and supports naming the Richmond Courthouse as the Judge George D. Carroll Courthouse.

Sponsored by Councilmembers Nat Bates, Jim Rogers and Maria Viramontes.

BAPAC ("bay Pack") CCC

BLACK AMERICAN POLITICAL ACTION COMMITTEE OF CONTRA COSTA COUNTY

PAC # 990118

180 BROADWAY, SUITE A • RICHMOND, CALIFORNIA 94805

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January 11, 2009

Supervisor John Gioia
11780 San Pablo Ave.
Suite D
El Cerrito, California 94530

Dear John:

We are very supportive of your efforts to name the new County Court Building in honor of retired Judge George Carroll. He served as a judge in Richmond for 25 years. Judge Carroll was the first African American to serve as a member of the Contra Costa County judiciary.

There have been only three African American judges in the history of our county. We urge you to fight for this important recognition.

Sincerely,

Joe L. Fisher

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: February 24, 2009

Subject: Condemnation of property for widening of State Route 4 from Loveridge Road to Somersville Road, Pittsburg area. (District V) Project No. 4660-6X4184

RECOMMENDATION(S):

OPEN the public hearing and ask if any notified property owners wish to be heard on the four items specified in Section II below. CLOSE public hearing.

Following close of hearing, MAKE the findings and determinations required by Code of Civil Procedure section 1240.030 described in Section II below.

FIND that acquisition of the subject property under Streets and Highways Code Section 760 will promote the interests of Contra Costa County (County) and that acquisition has been recommended in writing by State of California, Department of Transportation (Caltrans).

ADOPT the attached Resolution of Necessity No. 2009/75 to acquire property by eminent domain.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Karen Laws, 313-2228

cc:

FISCAL IMPACT:

In eminent domain actions, the judgment will be the price paid for the property and may include court costs. Under the terms of a previously approved Cooperative Agreement among the County, Caltrans, and the Contra Costa Transportation Authority (CCTA), the County will have no responsibility to pay any of the costs or expenses related to acquisition of the property. These costs will be paid by and have been or will be allocated between Caltrans and CCTA.

BACKGROUND:

State Route 4 (SR4) East is a vital east-west transportation corridor that provides direct access from East Contra Costa County west to the greater Bay Area and east to San Joaquin County. In 1985, Caltrans suggested widening SR4 to eight lanes to improve capacity and reduce congestion. In 1988, County voters passed a local sales tax measure to fund transportation projects of this type within the County. CCTA has been implementing a roadway widening program in stages, widening SR4 East to eight lanes from the Concord area to the proposed project area.

The segment of the widening project that is the subject of this hearing consists of the widening and improving of SR4 East from west of Loveridge Road to west of Somersville Road, reconstruction of the Loveridge Road interchange, and replacement of the Century Boulevard over crossing. On June 27, 2006, the County approved the proposed project and adopted the certified Environmental Impact Report.

Caltrans has been trying to acquire land from the affected property owners by negotiation for more than a year. Some properties have been acquired through negotiation. However, Caltrans has been unable to acquire all parcels needed for the project through negotiation, and now it is time to begin relocating utilities. The purpose of this hearing is to consider the necessity of acquiring six parcels along the entire project area. The land interest to be acquired includes fee title and easements. If the Resolution of Necessity is adopted, Caltrans may proceed to acquire these parcels through the use of eminent domain.

Historically, acquisitions of real property for County road projects funded by CCTA have been handled by the Real Property Division of the County's Public Works Department. However, in 2004, Caltrans advised CCTA that it would like to participate in the acquisition process. In response to this request, CCTA agreed to have Caltrans assume responsibility for acquisition of the parcels involved in the Loveridge to Somersville project. Due to the cumbersome and time-consuming Caltrans procedures involved in adopting a Resolution of Necessity for Caltrans projects, Caltrans asked the County to consider entering into a Cooperative Agreement to allow Caltrans and the County to jointly exercise their powers of eminent domain pursuant to Code of Civil Procedure section 1240.140 and Streets and Highways Code section 760.

Code of Civil Procedure section 1240.140 allows two or more public agencies to enter into an agreement for the joint exercise of their powers of eminent domain. The Streets and Highways code section 760 provides that if a county Board of Supervisors determines by a four-fifths vote that acquisition under the statute will promote the interests of the county and the acquisition is recommended in writing by Caltrans, the Board of Supervisors, by a four-fifths vote may acquire property needed for State highway purposes. The statute allows the title to the property to be taken in the name of Caltrans. The only action required of the Board of Supervisors under the statute is to determine whether to adopt the Resolution of Necessity and make the required findings. After that is done, Caltrans may proceed to condemn the subject real property.

By Cooperative Agreement dated August 1, 2006, the County agreed to consider adoption of one or more Resolutions of Necessity on behalf of Caltrans. The Cooperative Agreement requires Caltrans representatives to appear at the Resolution of Necessity hearings and present the proposed resolutions to the board. The Cooperative Agreement requires Caltrans and CCTA to use project funds to defend, indemnify, save, protect and hold harmless the County from loss damage or liability resulting from the County's actions under the agreement. On August 5, 2008, the County adopted Resolution of Necessity No. 2008/564 with respect to thirty-three parcels and on December 16, 2008, the County adopted Resolution of Necessity No. 2008/792 with respect to seventeen parcels on behalf of Caltrans. The proposed Resolution of Necessity will allow Caltrans to acquire six additional parcels within the project area, pursuant to the Cooperative Agreement and Streets and Highways Code Section 760, which are necessary for the project.

Caltrans has represented to County staff that the following information is true and correct.

I. Notice - Code of Civil Procedure section 1245.235 provides that the governing body of the public entity may adopt a Resolution of Necessity only after each person whose property is to be acquired by eminent domain, and whose name and address appears in the last equalized County Assessment Roll notice a reasonable opportunity to appear and be heard on the matters referred to in Code of Civil Procedure section 1240.030. Caltrans represents that on October 27, 2008, Caltrans sent by first-class mail the required notice of the Board's intent to adopt a Resolution of Necessity on December 16, 2008, at 9:30 a.m. in the Board of Supervisors' chambers and notice of the opportunity to appear and be heard on the matters referred to in Code of Civil Procedure section 1240.030.

II. Scope of Hearing Pursuant to Code Of Civil Procedure Section 1240.030

A. Public interest and necessity require the proposed project.

SR4 is the only east-west transportation corridor in this area that provides direct access from Pittsburg, Antioch, and Brentwood to the greater Bay Area to the west and a link between Contra Costa County and San Joaquin County to the east. Traffic volume on the existing roadways is beyond system capacity due to development in East County. This has resulted in severe congestion and increased travel times. Further increases in traffic volume will result in gridlock not only in the freeway system, but also in the alternative local street network located near the congested freeway.

B. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

The project was designed to have as little impact as possible to the residential sites situated mainly to the south of SR4. This required the balance of the acquisition to be applied to the businesses to the north of SR4. No households will require relocation; however, there will be temporary impacts for the length of the project.

C. The properties sought to be acquired are necessary for the project.

All of the properties that are the subject of this Resolution of Necessity are directly related to the widening of SR4.

D. The offer of compensation required by section 7267.2 of the Government Code has been made to the owner or owners of record.

Caltrans made offers of compensation required by Government Code section 7267.2, based on appraisals of fair market value prepared by or on behalf of Caltrans in accordance with standard Caltrans practices, and approved by Caltrans's Deputy District Director, Right of Way, District 4.

CONSEQUENCE OF NEGATIVE ACTION:

CalTrans will not be able to acquire the property righs necessary for the project.

ATTACHMENTS

Resolution No. 2009/75

Official Resolution

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2009/75

See attached Resolution that was a specific requirement form from the State.

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Karen Laws, 313-2228

cc:

CONTRA COSTA COUNTY BOARD OF SUPERVISORS
RESOLUTION OF NECESSITY
TO ACQUIRE CERTAIN REAL PROPERTY
OR INTEREST IN REAL PROPERTY BY EMINENT DOMAIN
HIGHWAY 04-CC-4-PM 39.1 to 40.2

The Board of Supervisors of Contra Costa County, California, by vote of four-fifths or more of its members, RESOLVES that:

This resolution is adopted pursuant to Code of Civil Procedure Section 1240.140 and Streets and Highway Code Section 760. County is adopting resolution to allow the State of California to construct a road reconstruction project, a public improvement, consisting of the widening and improving of State Route 4 from Loveridge Road to Somersville Road, reconstruction of the Loveridge Road interchange and replacement of Century Boulevard overcrossing, in the vicinity of the City of Pittsburg and, in connection therewith, acquire interests in certain real property.

The property to be acquired consists of six parcels from two property owners and is generally located in the Pittsburg area. The said properties are more particularly described in Appendix "A", attached hereto and incorporated herein by this reference.

On January 9, 2009, notice of the County's intention to adopt a resolution of necessity for acquisition by eminent domain of the real property described in Appendix "A" was sent to persons whose names appear on the last equalized County Assessment Roll as owners of said property. The notice specified February 24, 2009, at 9:30

a.m. in the Board of Supervisors Chambers in the Administration Building, 651 Pine Street, Martinez, California as the time and place for the hearing hereon.

The hearing was held at that time and place and all interested parties were given an opportunity to be heard and based upon the evidence presented to it, this Board finds, determines and hereby declares the following:

1. The public interest and necessity required the proposed project; and
2. The proposed project is planned and located in the manner, which will be most compatible with the greatest public good and the least private injury; and
3. The property described herein is necessary for the proposed project; and
4. The offer required by Section 7267.2 of the Government Code was made to the owner or owners of record.
5. Insofar as any of the property described in this resolution has heretofore been dedicated to a public use, the acquisition and use of such property by the State for the purposes identified herein is for a more necessary public use than the use to which the property has already been appropriated or for a compatible public use. This determination and finding is made and this resolution is adopted pursuant to Code of Civil Procedures 1240.510 and 1240.610.

Through the joint exercise of their power of eminent domain, the County is adopting a resolution of necessity to allow the State to acquire property in Contra Costa County for State highway purposes. The County finds that the acquisition under Streets and Highways Code section 760 will promote the interest of the County and that the acquisition has been recommended in writing by the Department of Transportation.

RESOLVED by this Board that the State of California Department of Transportation is hereby authorized and empowered:
To acquire, in the State's name, by condemnation, the titles, easements and rights of way hereinafter described in and to said real property or interest(s) therein in accordance with the provisions for eminent domain in the Code of Civil Procedure and the Constitution of the California:
Fee: 60071-1, 60076-1.
Permanent Easement: 60071-3, 60071-4, 60076-3.
Temporary Construction Easement: 60071-2.

To prepare and prosecute in the State's name such proceedings in the proper court as are necessary for such acquisition;

To deposit the probable amount of compensation, based on an appraisal, and to apply to said court for an order permitting the State to take immediate possession and use of said real property for said public uses and purposes.

PASSED and ADOPTED on _____ by the following vote:

AYES:

NOES:

ABSENT:

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the vote of four fifths or more of the Board of Supervisors of Contra Costa County, California, at a meeting of said Board of Directors on the date indicated above.

Date: _____

APPENDIX "A"

Land Descriptions for Fee and/or easement from two landowners in the City of Pittsburg, Contra Costa County, State of California are attached hereto and labeled:

60071 (CALIFORNIA NORTH S9)

60071-1 (FEE TITLE)
60071-2 (TEMPORARY CONSTRUCTION EASEMENT)
60071-3 (PUBLIC UTILITY EASEMENT)
60071-4 (MSE WALL FOOTING EASEMENT)

60076 (FUND VIII PITTSBURG, LLC)

60076-1 (FEE TITLE)
60076-3 (MSE WALL EASEMENT)

APPENDIX "A"

Those certain parcels of land situated in the City of Pittsburg, County of Contra Costa, State of California, described as follows:

PARCEL 60071-1 (California North S9):

A portion of Parcel "A", as said Parcel "A" is shown on the Parcel Map, filed on July 10, 1979, in Book 78 of Parcel Maps, Page 36, in the Office of the County Recorder of said County, and more particularly described as follows:

Beginning at the most northerly corner of said Parcel "A"; thence South 17°43'29" West, along the easterly line of said Parcel "A", 10.472 meters; thence North 78°06'15" West 49.824 meters to the general northerly line of said Parcel "A"; thence along said general northerly line, the course and curvature thereof as follows:

North 86°42'55" East 13.883 meters to the beginning of a curve; and, easterly, on said curve to the right, and having a radius of 221.881 meters, a central angle of 9°51'00", an arc length of 38.145 meters to the Point of Beginning.

Containing 303.1 square meters, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

PARCEL 60071-3 (California North S9):

An easement for public utility purposes and incidents thereto, over, upon, across and under a portion of Parcel "A", as said Parcel "A" is shown on the Parcel Map, filed on July 10, 1979, in Book 78 of Parcel Maps, Page 36, in the Office of the County Recorder of said County, and more particularly described as follows:

Commencing at the most northerly corner of said Parcel "A"; thence South 17°43′29″ West, along the easterly line of said Parcel "A", 11.880 meters to the True Point of Beginning of the parcel of land herein to be described; thence North 78°06′15″ West 15.518 meters; thence South 11°53′45″ West 4.716 meters to the beginning of a non-tangent curve, a radial line to said beginning of said curve bears North 11°03′41″ East; thence easterly, along said curve to the right, and having a radius of 1359.628 meters, a central angle of 00°38′03″, an arc length of 15.051 meters to said easterly line; thence North 17°43′29″ East, along said easterly line, 4.604 meters to the True Point of Beginning.

Containing 70.8 square meters, more or less.

PARCEL 60071-4 (California North S9):

An easement for retaining wall footing purposes and incidents thereto, under, along, upon and across a portion of Parcel "A", as said Parcel "A" is shown on the Parcel Map, filed on July 10, 1979, in Book 78 of Parcel Maps, Page 36, in the Office of the County Recorder of said County, and more particularly described as follows:

Commencing at the most northerly corner of said Parcel "A"; thence South 17°43′29″ West, along the easterly line of said Parcel "A", 10.472 meters to the True Point of Beginning of the parcel of land herein to be described; thence continuing South 17°43′29″ West, along said easterly line, 1.408 meters to a point, that is, distant thereon South 17°43′29″ West 11.880 meters from said northerly corner; thence North 78°06′15″ West, leaving said easterly line, 54.841 meters to the general northerly line of said Parcel "A"; thence North 86°42′55″ East, along said general northerly line, 5.346 meters to a line that bears North 78°06′15″ West from said True Point of Beginning; thence South 78°06′15″ East, along last said line, 49.824 meters to the True Point of Beginning.

Containing 73.3 square meters, more or less.

PARCEL 60071-2 (California North S9):

A temporary easement (for a period of six [6] consecutive months expiring no later than March 31, 2010) for construction purposes and incidents thereto, upon, over, along and across a portion of Parcel "A", as said Parcel "A" is shown on the Parcel Map, filed on July 10, 1979, in Book 78 of Parcel Maps, Page 36, in the Office of the County Recorder of said County, and more particularly described as follows:

Commencing at the most northerly corner of said Parcel "A"; thence South 17°43′29″ West, along the easterly line of said Parcel "A", 11.880 meters; thence North 78°06′15″ West 15.518 meters to the True Point of Beginning of the parcel of land herein to be described; thence continuing North 78°06′15″ West, 39.323 meters to the general northerly line of said Parcel "A"; thence South 86°42′55″ West, along said general northerly line, 11.456 meters to the prolongation of a line, that is, parallel with and distant, 3.000 meters, southerly, measured at right angles from the hereinabove described course having a length of "39.323 meters"; thence South 78°06′15″ East, along said prolongation and said parallel line, 50.380 meters to a line that bears South 11°53′45″ West from said True Point of Beginning; thence North 11°53′45″ East, along last said line, 3.000 meters to the True Point of Beginning.

Containing 134.6 square meters, more or less.

The Grantor has full use of the encumbered area in the hereinabove described 134.6-square meter parcel of land, except for the six-month period.

The bearings and distances used in the above description are on the California Coordinate System of 1983, Zone 3. Multiply the above distances by 1.0000632 to obtain ground level distances.

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

Signature _____
Licensed Land Surveyor

Date 1/7/2009

APPENDIX "A"

"CONTINUED"

Those certain parcels of land situated in the City of Pittsburg, County of Contra Costa, State of California, being those portions of the parcel of land described in deed from Franklin Pheasant Ridge Associates to Fund VIII PR Pittsburg, L.L.C., recorded October 12, 2005, as Document No. 2005-0389754-00, Records of Contra Costa County, State of California, described as follows:

PARCEL 60076-1 (Fund VIII PR Pittsburg, LLC):

Beginning at a point on the westerly line of said parcel of land, that is, distant thereon, South 26°34'34" West 1.584 meters from the most northerly corner of said parcel of land; thence easterly, on a non-tangent curve to the right, from a radial line that bears North 17°07'13" East to said point, having a radius of 5,988.005 meters, through an angle of 0°53'41", an arc distance of 93.517 meters to a point on the northerly line of said parcel of land; thence westerly, along said northerly line, on a non-tangent curve to the left, from a radial line that bears North 18°49'20" East to last said point, having a radius of 9,115.705 meters, through an angle 0°35'11", an arc distance of 93.282 meters to said northerly corner; thence South 26°34'34" West, along said westerly line of said parcel of land, 1.584 meters to the Point of Beginning.

Containing 69.2 square meters, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

PARCEL 60076-3 (Fund VIII PR Pittsburg, LLC):

An easement for the purposes of maintenance and construction of a Mechanically Stabilized Earth Wall(M.S.E. Wall) and incidents thereto, over, under, along, and across a portion of said parcel of land hereinabove described in said deed recorded October 12, 2005, and more particularly described as follows:

Beginning at a point on the westerly line of said parcel of land, that is, distant thereon, South 26°34'34" West 1.584 meters from the most northerly corner of said parcel of land; thence easterly, on a non-tangent curve to the right, from a radial line that bears North 17°07'13" East to said point, having a radius of 5,988.005 meters, through an angle of 0°53'41", an arc distance of 93.517 meters to a point on the northerly line of said parcel of land; thence easterly, along said northerly line, on a non-tangent curve to the right, from a radial line that bears North 18°49'20" East to last said point, having a radius of 9,115.705 meters, through an angle of 0°18'26", an arc distance of 48.862 meters to the most easterly corner of said parcel of land; thence South 17°35'15" West, along the easterly line of said parcel of land, 3.001 meters to a point on the continuation of a curve, that is, concentric with and distant 3.000 meters, southerly, measured radially from said northerly line; thence westerly, along said continuation and last said curve, from a radial line that bears North 19°07'47" East to last said point, having a radius of 9,112.705 meters, through an angle 0°18'27", an arc distance of 48.906 meters to a point on a curve, that is, concentric with and distant 3.000 meters, southerly, measured radially from the hereinabove described curve having a radius of "5,988.005 meters"; thence westerly, along last said concentric curve and its continuation, on a non-tangent curve to the left, from a radial line that bears North 18°00'54" East to last said point, having a radius of 5,985.005 meters, through an angle of 0°53'58", an arc distance of 93.949 meters to said westerly line of said parcel of land; thence North 26°34'34" East, along said westerly line, 3.041 meters to the Point of Beginning.

Containing 427.9 square meters, more or less.

Excepting from the hereinabove described 427.9-square meter parcel of land, those portions of land described in EXCEPTION ONE and EXCEPTION TWO, as follows:

EXCEPTION ONE:

Commencing at the southwesterly corner of the hereinabove described 427.9-square meter parcel of land; thence easterly, along the southerly line of said 427.9-square meter parcel of land, on a non-tangent curve to the right, from a radial line that bears North 17°06'56" East to said corner, having a radius of 5,985.005 meters, through an angle of 0°02'06", an arc distance of 3.649 meters to the True Point of Beginning of the parcel of land herein to be described; thence continuing

easterly, along said southerly line, on said curve to the right, through an angle of 0°03′57″, an arc distance of 6.882 meters; thence North 41°47′01″ West, leaving said southerly line, 5.239 meters; thence North 72°49′48″ West 0.730 of a meter; thence South 48°48′46″ West 3.172 meters to the True Point of Beginning.

Containing 10.3 square meters, more or less.

EXCEPTION TWO:

Commencing at the southeasterly corner of the hereinabove described 427.9-square meter parcel of land; thence westerly, along the southerly line of said 427.9-square meter parcel of land, on a non-tangent curve to the left, from a radial line that bears North 19°07′47″ East to said corner, having a radius of 9,112.705 meters, through an angle of 0°02′14″, an arc distance of 5.927 meters to the True Point of Beginning of the parcel of land herein to be described; thence continuing westerly, along said southerly line, on said curve to the left, through an angle of 0°01′12″, an arc distance of 3.195 meters; thence North 70°01′47″ East, leaving said southerly line, 2.481 meters; thence South 19°57′47″ East 2.013 meters to the True Point of Beginning.

Containing 2.5 square meters, more or less.

The hereinabove described PARCEL 60076-3 contains a net area of 415.1 square meters, more or less.

Together with the right of ingress to and egress from the above described 415.1 square meter parcel of land, by way of such roads or passageways as may now or hereafter exist to sufficiently accommodate Grantee's maintenance and or construction equipment, to include, but not limited to its maintenance vehicle, over, along and across Grantor's remaining property; provided, however, that Grantee shall not unreasonably interfere with grantor's use of such roads or passageways.

Grantor, hereby reserves the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor, its successors or assigns shall not erect, place or construct any permanent building or other structures, construct any fence, or plant or install anything that will interfere with the rights herein granted to Grantee within said easement area.

The bearings and distances used in the above description are on the California Coordinate System of 1983, Zone 3. Multiply the above distances by 1.0000632 to obtain ground level distances.

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

Signature _____
Licensed Land Surveyor

Date 1/8/2009

LICENSED LAND SURVEYOR
THOMAS TAYLOR
EXP. 12/31/09
No. 7512
STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION
DIVISION OF RIGHT OF WAY
111 GRAND AVENUE
P. O. BOX 23440, MS-11A
OAKLAND, CA 94623-0440
PHONE (510) 286-5400
FAX (510) 286-5379
TTY (800) 735-2929

EXHIBIT "B"

Flex your power!
Be energy efficient!

January 9, 2009

4-CC-4
EA 228592

From: The State of California, Department of Transportation, District 4, Oakland, CA

To: Contra Costa County Board of Supervisors, 651 Pine Street, Martinez, CA 94553-1275

RE: HIGHWAY CONSTRUCTION PROJECT FOR THE WIDENING OF STATE ROUTE 4 FROM LOVERIDGE ROAD TO SOMERSVILLE ROAD IN THE CITY OF PITTSBURG

In accordance with Code of Civil Procedure Section 760 and Cooperative Agreement #4-2055/CCTA #90.14.15 executed on August 1, 2006, the State of California through its Department of Transportation hereby recommends to the Board of Supervisors for Contra Costa County that it approve the adoption of the attached resolution of necessity to acquire the property herein described as necessary for the planned widening of State Highway Four from Loveridge Road to Somersville Road in the City of Pittsburg.

R.A. MACPHERSON
Deputy District Director
State of California, Department of Transportation
District 4/Right of Way

EXHIBIT "C"

Caltrans #4-2055

CCTA #90.14.15

COOPERATIVE AGREEMENT

AMONG
COUNTY OF CONTRA COSTA,
THE STATE OF CALIFORNIA,
AND THE CONTRA COSTA TRANSPORTATION AUTHORITY

FOR THE ACQUISITION OF REAL PROPERTY NECESSARY FOR THE STATE ROUTE 4 (E) WIDENING – LOVERIDGE TO SOMERSVILLE PROJECT

THIS AGREEMENT is effective the 1st day of August, 2006 among the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (referred to herein as COUNTY), the STATE OF CALIFORNIA, acting by and through its Department of Transportation (referred to herein as STATE), and the CONTRA COSTA TRANSPORTATION AUTHORITY, a public entity (referred to herein as AUTHORITY) pursuant to the provisions of California Streets and Highways Code section 130. COUNTY, STATE and AUTHORITY are collectively referred to herein as the Parties.

RECITALS

A. The project that is the subject of this Agreement consists of the widening and improving of State Highway Route 4 from west of Loveridge Road to west of Somersville Road, reconstruction of the Loveridge Road interchange, and the replacement of the Century Blvd. overcrossing, together with the acquisition of land necessary for said project (hereinafter collectively referred to as "Project").

B. STATE and COUNTY intend by this Agreement to jointly exercise their powers of eminent domain pursuant to Code of Civil Procedure section 1240.140 and Streets and Highways Code section 760. The purpose of this Agreement is to allocate responsibilities as between AUTHORITY, STATE and COUNTY for the acquisition of property necessary or convenient for the Project including, but not limited to, the exercise of the power of eminent domain. This Agreement does not constitute the creation of an agency or entity which is separate from the Parties.

C. The property or interests therein to be acquired pursuant to this Agreement are listed in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Property").

D. On July 21, 2005, STATE approved the proposed Project and adopted an Environmental Impact Report pertaining to this Project that was certified on July 21, 2005. On June 27, 2006, COUNTY approved the proposed Project and adopted the certified Environmental Impact Report pertaining to this Project. On October 19, 2005, AUTHORITY approved the proposed Project and adopted the certified Environmental Impact Report pertaining to this Project. The certified Environmental Impact Report authorizes the acquisition of the properties necessary for the Project.

AGREEMENT

1. Term. The term of this Agreement shall be from the effective date until the Property described in this Agreement is acquired by STATE and all related right-of-way activities for the Project are completed by STATE or June 30, 2012, whichever shall first occur.

2. STATE's Obligations. STATE will be responsible for acquiring the Property necessary for the Project. STATE will exercise the necessary powers relating to property acquisition for the Project,

with the exception of holding resolution of necessity hearings. With that exception, STATE will have the power to take whatever steps are necessary to initiate and conduct to a conclusion such eminent domain proceedings as are necessary to obtain title to any and all of the Property and, in connection therewith, to perform or enter into one or more contracts to obtain performance of all required legal, engineering, appraisal, right-of-way, relocation assistance and related services.

a. If STATE is unable to acquire some or all of the Property by negotiation, STATE may request in writing that COUNTY hold one or more hearing(s) pursuant to Streets and Highways Code Section 760 and Code of Civil Procedure section 1245.235 for purpose of considering the adoption of one or more resolution(s) of necessity to acquire some or all of the Property necessary for the Project. Each hearing request shall be submitted to the COUNTY's Principal Real Property Agent in the COUNTY's Public Works Department at least forty-five (45) days before the date requested for hearing on the applicable resolution of necessity and shall contain, in a complete and organized package, the documents and information described below, as well as any other information deemed necessary or helpful by COUNTY's Public Works Department. COUNTY's Public Works Department will advise STATE whether further information is needed no later than twenty-five (25) days after receipt of STATE's timely hearing request.

(1) The name(s), address(es) and telephone number(s) of the STATE representatives making the request; the name(s), address(es) and telephone number(s) of the STATE representatives who will be appearing at the hearing on the resolution of necessity and the name(s), address(es) and telephone number(s) of the attorney(s) representing STATE in any proposed eminent domain action.

(2) The name, address and telephone number of each person whose property interest is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll.

(3) A legal description (metes and bounds) and plat map (drawn to scale) of the property proposed to be condemned.

(4) Copies of the Government Code section 7267.2 offers made to property owners, evidence that the offers were received and copies of any counter-offers.

(5) A statement describing compliance with the Relocation Assistance Act. A copy of any environmental impact report addenda, supplemental reports, or other applicable environmental documents that have not previously been provided to COUNTY. STATE will undertake all activities in compliance with applicable laws and Department policy.

(6) STATE will allow COUNTY Real Property staff to review the market value appraisal or appraisals for the subject Properties. STATE's allowing such review by specified COUNTY staff is not and shall not be construed to be a waiver of the confidentiality

of said appraisals and any COUNTY staff reviewing the appraisals shall maintain the confidentiality thereof.

(7) A draft resolution of necessity that complies with Code of Civil Procedure section 1245.230 and Streets and Highways Code section 760 in hard-copy and electronic format.

(8) A draft Contra Costa County Board Order which details all of the facts and evidence that support the findings required by Code of Civil Procedure section 1245.230(c) and Streets and Highways Code section 760, in hard-copy and electronic format.

(9) STATE will prepare and send out notices of the hearing on the resolution of necessity that comply with the alternate procedure adopted by COUNTY under Code of Civil Procedure section 1245.235, and provide copies to COUNTY's Public Works Department.

b. STATE representatives will appear at resolution of necessity hearings, will present the proposed resolution(s) to COUNTY's governing body, will be prepared to answer the questions of COUNTY's governing body, and will introduce evidence and testimony sufficient to support adoption of the proposed resolution of necessity and the findings contained therein.

c. If COUNTY adopts a resolution of necessity, upon receipt of a certified copy of the resolution of necessity, STATE shall file any legal action in the name of STATE and shall handle all legal proceedings necessary to obtain possession and title to the Property. STATE will file any legal actions necessary to acquire the Property no later than six (6) months following the date of adoption of the resolution of necessity. All Property acquired by negotiation, settlement condemnation award or otherwise shall be acquired in the name of STATE.

3. COUNTY's Obligations. COUNTY will conduct one or more public hearing(s) at which COUNTY Board of Supervisors will consider the adoption of one or more resolution(s) of necessity. Upon receipt of a complete and timely request from STATE and satisfaction of all noticing requirements, COUNTY will hold a hearing pursuant to Streets and Highways Code Section 760 and Code of Civil Procedure section 1245.235 for purposes of considering the adoption of a resolution of necessity to acquire some or all of the Property by eminent domain. If a resolution of necessity is adopted, COUNTY will forward a certified copy of the resolution of necessity to STATE at the address shown below within five (5) working days.

4. AUTHORITY's Obligations. AUTHORITY will administer this Agreement and will pay all costs and expenses associated with COUNTY's participation in the matters covered by this Agreement including, but not limited to, costs associated with County Counsel and Public Works Department staff. Through September 30, 2006, all services rendered by County Counsel's Office attorney staff will be charged to AUTHORITY at the rate of $170.00 per hour. Through September 30, 2006, services rendered by County Counsel's Office legal clerical staff will be charged to AUTHORITY at the rate of $50.00 per hour. Commencing October 1, 2006, County Counsel's billing rates may be

adjusted annually upon thirty (30) days prior written notice to AUTHORITY. Billing statements will be submitted on no less than a quarterly basis. All services rendered by Public Works Department staff shall be paid at the rates shown on Contract 181, as amended, previously entered into between AUTHORITY and COUNTY, and as it may be amended from time to time. Said rates may be adjusted in accordance with the usual practice between the Public Works Department and AUTHORITY, and billing statements shall be submitted in accordance with usual practices between the Public Works Department and AUTHORITY. Reasonable expenses will be billed at the actual cost incurred. Compensation payable by AUTHORITY to COUNTY under this Section 4 shall not exceed $25,000 without further written agreement of COUNTY and AUTHORITY.

5. Costs and Expenses of Property Acquisition. COUNTY will have no responsibility to pay any of the costs or expenses related to acquisition of the Property. These costs will be paid by, and have been or will be allocated between, STATE and AUTHORITY by separate agreement. These costs and expenses include, but are not necessarily limited to the following:

   a. The deposit necessary to obtain immediate possession of the Property.

   b. The purchase price or compensation for the Property, whether determined through settlement, judgment or otherwise.

   c. The cost of relocation assistance and related services, including relocation benefits, if any.

   d. Compensation for loss of business goodwill, if any.

   e. The cost of preparing environmental documents and performing environmental review necessary to comply with the provision of the California Environmental Quality Act.

   f. Legal, engineering, appraisal, attorneys' and witness fees, costs of suit, and other litigation expenses, whether incurred prior to trial, at trial or on appeal.

   g. Costs payable upon abandonment of the condemnation proceedings.

   h. Costs awarded upon a finding of no or insufficient public use or necessity.

   i. All other costs for right-of-way activities.

6. Indemnification. To the fullest extent permitted by California law, STATE and AUTHORITY agree to use Project funds to defend, indemnify, save, protect, and hold harmless COUNTY, its governing body, officers, and employees from and against any and all loss, damage, liability, expense, claims or demands of whatever character, direct or consequential, including but not limited to attorneys fees and court costs, challenging the legality of any aspect of this Agreement or otherwise arising from or connected with any action taken by COUNTY, its agents, employees, departments, officers or officials pursuant to this Agreement. COUNTY's right to be defended, indemnified, saved, protected and held harmless hereunder shall be unaffected by the concurrent, active or passive negligence or wrongful conduct of COUNTY or any other person or entity. This provision applies to, but is not

limited to, any inverse condemnation actions brought as a result of STATE's failure to commence an eminent domain action for the subject Property within six (6) months after the date of the adoption of any resolution of necessity by COUNTY's governing body. The Parties' rights and obligations under this section shall survive termination of this Agreement.

7. Entire Agreement; Amendments. Except as provided in Section 8 hereinbelow, the Parties have herein set forth the whole of their agreement. All prior understandings or agreements, oral or written, of whatsoever nature regarding this matter are superseded and terminated by this Agreement and are hereby abrogated and nullified. This Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

8. Other Agreements. There are other agreements among the Parties which pertain to this Project. Except as specifically provided herein, this Agreement is not intended to alter or supercede those agreements. The terms of this Agreement shall take precedence only over any conflicting terms in any of the other agreements as they relate to the Property acquisition issues specifically addressed in this Agreement. If there is a dispute as to whether another agreement has been superceded by or conflicts with this Agreement, the Parties will meet and confer in good faith to resolve the issue.

9. Notices. Any notice required under this Agreement will be in writing and personally delivered, or sent by first-class mail, overnight delivery, or facsimile, to the following:

COUNTY:
County of Contra Costa
Public Works Department
Attn: Karen A. Laws
Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553
Facsimile: (925) 646-0288

Copy to:
County of Contra Costa
Office of County Counsel
Attn: Chief Assistant County Counsel
651 Pine Street, 9th Floor
Martinez, CA 94553
Facsimile: (925) 646-1078

[Remainder of page left intentionally blank.]

AUTHORITY: Paul Maxwell
Chief Deputy Executive Director, Projects
Susan H. Miller
Director, Projects
Contra Costa Transportation Authority
3478 Buskirk Avenue, Suite 100
Pleasant Hill, CA 94523
Facimile (925)407-0128

STATE: Laurie Lau
California Department of Transportation
Regional Project Panager
111 Grand Avenue
P.O. Box 23660
Oakland, CA 94623
Facsimile (510)286-5136

10. State/Authority Cooperative Agreement. No action will be taken under this Agreement by COUNTY or STATE until STATE and AUTHORITY have entered into a separate cooperative agreement providing for the funding of these activites and STATE and AUTHORITY have provided a copy of the separate agreement to COUNTY.

11. Counterparts. This Agreement may be signed in counterparts and shall become effective upon its execution by the Parties hereto, each copy having the same force and effect as an original.

[*Remainder of page left intentionally blank.*]

12. Severability. Should any provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement.

CONTRA COSTA COUNTY

By:_____
Designee, Maurice Shiu
Public Works Director

Date:

APPROVED AS TO FORM:

By:_____
Sharon L. Anderson
Chief Assistant County Counsel

CONTRA COSTA TRANSPORTATION AUTHORITY

By::_____
Donald P. Freitas, Chair

Date:

ATTEST:

By::_____
Robert K. McCleary
Executive Director

Date:

APPROVED AS TO FORM:

By::_____
Stanley Taylor
Authority Legal Counsel

STATE OF CALIFORNIA:
Department of Transportation

Will Kempton, Director

By: : Judy Chen
for Deputy Director, Design

Date:

APPROVED AS TO FORM AND PROCEDURE:

By: :_____
Attorney, Department of Transportation

CERTIFIED AS TO FUNDS:

By: :_____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: :_____
Accounting Administrator

SLA:la

12. Severability. Should any provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement.

CONTRA COSTA COUNTY

By: _____
Designee, Maurice Shiu
Public Works Director

Date:

APPROVED AS TO FORM:

By: _____
Sharon L. Anderson
Chief Assistant County Counsel

CONTRA COSTA TRANSPORTATION AUTHORITY

By: _____
Donald P. Freitas, Chair

Date:

ATTEST:

By:: _____
Robert K. McCleary
Executive Director

Date:

APPROVED AS TO FORM:

By:: _____
Stanley Taylor
Authority Legal Counsel

STATE OF CALIFORNIA:
Department of Transportation

Will Kempton, Director

By: : _____
Deputy Director

Date:

APPROVED AS TO FORM AND PROCEDURE:

By: : _____
Attorney, Department of Transportation

CERTIFIED AS TO FUNDS:

By: : _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: : _____
Accounting Administrator

SLA:la

SR4 (EAST) WIDENING Project - Between Loveridge and Somersville
List of Affected Parcels
23-Jun-05

URS Map Parcel ID NO.	Caltrans Parcel NO.	APN	Parcel Type	Owner	Site Address	Mailing Address	Partial Takes (M2)	Full Takes (M2)	Temp. Easemen (M2)	Expand Exist Joint (M2)	Utility Easement (M2)
1A	60128	88-240-74	vacant land	Contra Costa County	Martin Way Pittsburg	255 Glacier Dr Martinez CA 94553	1124.5				
1B	60129	88-540-15	vacant land	Albert D Seeno Construction Co	2153 Martin Way Pittsburg	P O Box 4113 Concord CA 94524	2040.7				
1C	TBD	88-540-09	vacant land	Albert D Seeno Construction Co	2103 Kelly Court	P O Box 4113 Concord CA 94524	429.3				
1	60066	88-240-38	vacant land	Pittsburg City of	Pittsburg	2020 Railroad Pittsburg CA 94565	772.3				
2	60067	88-240-57	mmercial improv	Pittsburg Storage Partners	2100 2104 Loveridge Pittsburg	P O Box 25025 Glendale CA 91201		13318.6			
3	60068	88-240-54	mmercial improv	Pittsburg Storage Partners	2106 Loveridge Pittsburg	P O Box 25025 Glendale CA 91201		5011.3			
4	60070	88-240-68	mmercial improv	P E O Hair	2112 Loveridge Pittsburg	12500 Jefferson Newport News VA 23602	43.5		152.7		
5	60069	Local Govt	Loveridge Rd ...ion				2001.0				
6	60071	88-152-26	mmercial improv	California North S	2101 Loveridge Pittsburg	P O Box 117508 Carrollton TX 75011	344.1		127.9		80.1
7	60072	88-570-12	mmercial improv	DSI Reality Income Fund VII	1437 Bobo Pittsburg	18552 Mac Arthur Irvine CA 92715	1684.4				601.4
8	60073	88-152-28	vacant land	A-S Pipelines Co Inc.	2025 Leland E Pittsburg	2025 Leland Pittsburg CA 94565	945.0				744.4
9	60074	88-152-30	vacant land	Albert D Seeno Construction	Commerce Pittsburg	P O Box 4113 Concord CA 94524	848.1				338.9
10	60075	88-152-31	vacant land	Albert D Seeno Construction	Commerce Pittsburg	P O Box 4113 Concord CA 94524	876.8				352.5
11	60076	88-152-10	ulti-family improv	Franklin Los Medanos Assn	2205 2253 Leland E Pittsburg	P O Box 4900 Dept 101 Scottsdale AZ 8526	69.2		427.8		
12	60077	88-152-09	vacant land	Martin Lawrence E and Ralph H	2555 Leland E Pittsburg	805 Fletcher Hayward CA 94541			176.5		
13	60098	88-152-33	ulti-family improv	Oakmont Properties II	1271 Lakeview Pittsburg	712 Sansome San Francisco CA 94111	108.8				
14	60078	88-152-17	mmercial improv	Christiansen Laurence C & Judith M Tr	2685 Leland E Pittsburg	4008 Eagleridge Antioch CA 94509			137.1		
15	60079	88-152-01	mmercial improv	McCauley Sean	2691 2695 Leland E Pittsburg	2695 Leland Pittsburg CA 94565			431.6		
16	60080	74-080-28	vacant land	Antioch City of	Delta Fair Antioch	P O Box 5007 Antioch CA 94531	285.7				
17	60099	74-112-27	gle family impro	Mention Michael C	4116 Belle Antioch	4116 Belle Antioch CA 94509			55.3		
18	60100	74-112-28	gle family impro	Pirili Ricardo H	4112 Belle Antioch	4112 Belle Antioch CA 94509			60.4		
19	60101	74-112-01	gle family impro	Burns Jack J & Peggy Sue	4108 Belle Antioch	4108 Belle Antioch CA 94509			74.4		
20	60102	74-112-02	gle family impro	Ortega Steve & Peggy	4100 Belle Antioch	1142 Medanos Antioch CA 94509			74.5		
21	60175	ntra Costa Co	rainage channe	U. S. Bruea of Reclamation					80.4		
22	60081	74-122-23	mmercial improv	Delta Square Associates	3600 3698 Delta Fair Antioch	P.O. Box 177 Lafayette CA 94549			121.2		
23		NOT USED									
24	60084	74-460-29	vacant land	Century Plaza Dev Corp.	Century Blvd Pittsburg	4021 Port Chicago Hwy Concord CA 94520	2366.2				
25	60085	ntra Costa Co	rainage channe	U. S. Bruea of Reclamation			64.4				
26A	60171	74-090-28	mmercial improv	Century Plaza Dev Corp.	Century CT Pittsburg	4021 Port Chicago Hwy Concord CA 94520	1601.1				
26B	60172	74-090-24	mmercial improv	Winter Rose C	3750 Century CT Pittsburg	2101 Railroad Ave Pittsburg CA 94565	368.4				489.1
26C	60173	74-090-22	mmercial improv	Winter Rose C	3850 Century CT Pittsburg	2101 Railroad Ave Pittsburg CA 94565	338.1				326.4
26D	60174	74-090-21	vacant land	Century Plaza Dev Corp.	Century CT Pittsburg	4021 Port Chicago Hwy Concord CA 94520	1954.5				
27	60087	88-151-08	dustrial improve	Robert C Markstein Lmtd Pt	2700 California Pittsburg	85 Oak Danville CA 94526	268.4		449.8		
28	60088	88-151-34	mmercial improv	ACG Pittsburg Investors LLC	2400 Northpark Pittsburg	115 Lacumbre Santa Barbara CA 93105	226.2		93.8		
29	60089	88-151-26	mmercial improv	Gifford Duane e & Marilyn Tre	Northpark Pittsburg	3675 Stevens Creek Santa Clara CA 9505	.377.2				
30	60090	88-151-25	mmercial improv	Gifford Duane e & Marilyn Tre	2150 Northpark Pittsburg	3675 Stevens Creek Santa Clara CA 9505	635.4				
31		NOT USED									
32	60092	88-151-31	mmercial improv	Gifford Duane e & Marilyn Tre	Nortpark Pittsburg	3675 Stevens Creek Santa Clara CA 9505	523.5				
33	60093	88-151-30	vacant land	Sierra Pacific Properties	Northpark Pittsburg	3890 Railroad Pittsburg CA 94565	257.5			34.3	143.9
34	60094	88-151-32	vacant land	Sierra Pacific Properties	Northpark Pittsburg	4021 Port Chicago Concord CA 94520	4541.8			237.7	
35	60130	88-151-28	mmercial improv	Deplaro Varuni d & barbara s	Northpark Pittsburg	40 Carroll Pittsburg CA 94565				16.1	
36	60131	88-151-20	vacant land	Sierra Pacific Properties Inc	1800 Northpark Pittsburg	4021 Port Chicago Concord CA 94520				915.5	
37	60096	73-190-003	mmercial improv	Union Carbide Ind Gases In	2000 Loveridge Pittsburg	39 Old Ridgebury Danbury CT 6810	170.0		869.8		279.3
38	60180	Local Govt	Loveridge Rd ...n				13115.2				
39	60065	73-150-01	vacant land	Pittsburg Unified School D	950 El Pueblo Pittsburg	2000 Railroad Pittsburg CA 94565			151.8		

ORIGINAL

CONTRA COSTA TRANSPORTATION AUTHORITY

Resolution #03-02-P

RE: **Authorization for the Chair of the Authority to Execute Cooperative Agreements, Contribution Agreements and Joint Exercise of Powers Agreements with Caltrans**

WHEREAS, the Contra Costa Transportation Authority is actively involved, in partnership with Caltrans, in all aspects of project development on state highways including preliminary engineering, environmental clearance and construction; and

WHEREAS, from time to time such partnerships require the execution of formal agreements between the Authority and the State; and

WHEREAS, Caltrans procedures require a formal action by resolution of the Authority authorizing the responsible person to execute each agreement on behalf of the Authority;

NOW THEREFORE BE IT RESOLVED, that the Authority Chair is authorized to execute on behalf of the Authority, each and every project-related Cooperative Agreement, Contribution Agreement or Joint Exercise of Powers Agreement with Caltrans; and

THEREFORE BE IT FURTHER RESOLVED, that nothing in this resolution shall supercede any prior delegations of authority to the Executive Director in the execution of any agreements with Caltrans.

Julie Pierce

Julie Pierce, Chair

This RESOLUTION was entered into at a meeting of the Contra Costa Transportation Authority held February 19, 2003 in Pleasant Hill, California

Attest: Robert K. McCleary

Robert K. McCleary, Executive Director

APPROVED BY THE
CONTRA COSTA
TRANSPORTATION AUTHORITY

17 July 2006

CERTIFIED BY

Robert K. McCleary

EXECUTIVE DIRECTOR

C. 22

Contra Costa County

TO: BOARD OF SUPERVISORS

FROM: MAURICE SHIU, PUBLIC WORKS DIRECTOR

DATE: AUGUST 1, 2006

SUBJECT: APPROVAL OF COOPERATIVE AGREEMENT AMONG COUNTY CALTRANS, AND THE CONTRA COSTA TRANSPORTATION AUTHORITY TO JOINTLY EXERCISE POWERS TO ACQUIRE PROPERTY FOR STATEROUTE 4 EAST WIDENING, LOVERIDGE TO SOMMERSVILLE PROJECT.

SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION

RECOMMENDATION

APPROVE and AUTHORIZE Public Works Director or designee to execute a Cooperative Agreement among Contra Costa County, the State of California (Caltrans) and the Contra Costa Transportation Authority for the acquisition of real property for the State Route 4 East Widening, Loveridge to Sommersville Project.

FIND that the actions taken under the Cooperative Agreement will promote the interests of the County.

FISCAL IMPACT

The Contra Costa Transportation Authority (CCTA) will pay all costs and expenses associated with the County's participation in the matters covered by the Cooperative Agreement, including but not limited to County Counsel and Public Works staff time. All costs of property acquisition will be allocated between Caltrans and (CCTA).

CONTINUED ON ATTACHMENT: Yes

Robert Bartolo
SIGNATURE

✓ RECOMMENDATION OF COUNTY ADMINISTRATOR

___ RECOMMENDATION OF BOARD COMMITTEE

✓ APPROVE ___ OTHER

SIGNATURE(S): Julie Enea

ACTION OF BOARD ON 08/01/06 APPROVED AS RECOMMENDED X OTHER ___

VOTE OF SUPERVISORS

X UNANIMOUS (ABSENT Ø)
AYES: ___ NOES: ___
ABSENT: ___ ABSTAIN: ___

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MINUTES OF THE BOARD OF SUPERVISORS ON THE DATE SHOWN.

Contact Person: Karen A. Laws, 313-2228
CC: Public Works, Real Prop. Div.
County Counsel
CCTA (via Real Property)
Caltrans (Via Real Property)

ATTESTED 08/01/06
John Cullen, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR

BY ___ DEPUTY

REASONS FOR RECOMMENDATION/BACKGROUND

The project that is the subject of the Cooperative Agreement consists of the widening and improving of State Highway Route 4 from west of Loveridge Road to west of Somersville Road, reconstruction of the Loveridge Road interchange, and the replacement of the Century Blvd. overcrossing, together with the acquisition of land necessary for said project. On June 27, 2006, the County approved the proposed project and adopted the certified Environmental Impact Report .

Historically, acquisitions of real property for County road projects funded by CCTA have been handled by the Real Property Division of the County's Public Works Department. However, recently Caltrans has asked to participate in the acquisition process. In response to this request, CCTA has agreed to have Caltrans assume responsibility for acquisition of the parcels involved in the Loveridge to Sommersville Project.

Due to the cumbersome and time-consuming State procedures involved in adopting a resolution of necessity for State projects, the State has asked the County to consider entering into this Cooperative Agreement, which would allow Caltrans and the County to jointly exercise their powers of eminent domain pursuant to Code of Civil Procedure section 1240.140 and Streets and Highways Code section 760.

Code of Civil Procedure section 1240.140 allows two or more public agencies to enter into an agreement for the joint exercise of their powers of eminent domain. Streets and Highways Code section 760 provides that if a county board of supervisors determines by a four-fifths vote that acquisition under this statute will promote the interests of the county and the acquisition is recommended in writing by Caltrans the board of supervisors, by a four-fifths vote may acquire property needed for State highway purposes. The statute allows the title to the property to be taken in the name of the State. The only action required of the board of supervisors under this statute is to determine whether to adopt the resolution of necessity and make the required findings. After that is done, the State may proceed to condemn the subject real property.

The purpose of the Cooperative Agreement is to allocate responsibilities among CCTA, Caltrans and the County for the acquisition of property for the project including, but not limited to, the exercise of the power of eminent domain. The Cooperative Agreement does not constitute the creation of an agency or entity which is separate from the parties. A list of property or interests to be acquired pursuant to the Cooperative Agreement is attached as Exhibit A.

Under the terms of the Cooperative Agreement if Caltrans is unable to acquire some or all of the property by negotiation, Caltrans may request in writing that the County hold one or more hearings for purposes of adopting one or more resolutions of necessity. Each hearing request will be submitted to the Real Property Division of the Public Works Department, along with sufficient information to enable the Real Property Division to determine whether it is appropriate to ask the Board to consider adoption of a resolution of necessity. Caltrans representatives will appear of the resolution of necessity hearings and will present the proposed resolutions to the Board. The Cooperative Agreement requires the State and CCTA to use project funds to defend, indemnify, save, protect and hold harmless the County from loss damage or liability resulting from the County's actions under the agreement.

The Cooperative Agreement has been approved and executed by representatives of CCTA and Caltrans. If the County approves the Cooperative Agreement, it will become immediately effective on the date of Board approval. However, no action will be taken under the Cooperative Agreement until Caltrans and CCTA have entered into a separate agreement providing for the funding of the activities of CCTA and Caltrans and have provided a copy of the agreement to County.

CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve this agreement and CCTA still elects to have Caltrans acquire the subject properties, acquisition of the subject properties and completion of the project is likely to take more time.

Attachment: Exhibit A – List of Properties to be Acquired

CaltransCoopAgtBoardOrder8-1-06.doc

C-23

SR4 (EAST) WIDENING Project - Between Loveridge and Somersville
List of Affected Parcels
23-Jun-05

URS Map Parcel ID NO.	Caltrans Parcel NO.	APN	Parcel Type	Owner	Site Address	Mailing Address	Partial Takes (M2)	Full Takes (M2)	Temp. Easemen (M2)	Expand Exist Joint (M2)	Utility Easement (M2)
1A	60128	88-240-74	vacant land	Contra Costa County	Martin Way Pittsburg	255 Glacier Dr Martinez CA 94553	1124.5				
1B	60129	88-540-15	vacant land	Albert D Seeno Construction Co	2153 Martin Way Pittsburg	P O Box 4113 Concord CA 94524	2040.7				
1C	TBD	88-540-09	vacant land	Albert D Seeno Construction Co	2103 Kelly Court	P O Box 4113 Concord CA 94524	429.3				
1	60066	88-240-38	vacant land	Pittsburg City of	Pittsburg	2020 Railroad Pittsburg CA 94565	772.3				
2	60067	88-240-57	mmercial Improv	Pittsburg Storage Partners	2100 2104 Loveridge Pittsburg	P O Box 25025 Glendale CA 91201		13318.6			
3	60068	88-240-54	mmercial Improv	Pittsburg Storage Partners	2108 Loveridge Pittsburg	P O Box 25025 Glendale CA 91201		5011.3			
4	60070	88-240-68	mmercial Improv	P E O Hair	2112 Loveridge Pittsburg	12500 Jefferson Newport News VA 23602	43.5		152.7		
5	60069	Local Govt	Loveridge Rd				2001.0				
6	60071	88-152-20	mmercial Improv	California North 5	2101 Loveridge Pittsburg	P O Box 117608 Carrollton TX 75011	344.1		127.9		80.1
7	60072	88-570-12	mmercial Improv	DSI Reality Income Fund VII	1437 Bobo Pittsburg	18552 Mac Arthur Irvine CA 92715	1684.4				601.4
8	60073	88-152-28	vacant land	A-S Pipelines Co Inc.	2025 Leland E Pittsburg	2025 Leland Pittsburg CA 94565	945.0				744.4
9	60074	88-152-30	vacant land	Albert D Seeno Construction	Commerce Pittsburg	P O Box 4113 Concord CA 94524	848.1				338.9
10	60075	88-152-31	vacant land	Albert D Seeno Construction	Commerce Pittsburg	P O Box 4113 Concord CA 94524	878.8				352.5
11	60076	88-152-10	ulti-family Improv	Franklin Los Medanos Assn	2205 2253 Leland E Pittsburg	P O Box 4900 Dept 101 Scottsdale AZ 8526	89.2		427.8		
12	60077	88-152-09	vacant land	Martin Lawrence E and Ralph H	2555 Leland E Pittsburg	805 Fletcher Hayward CA 94541			176.5		
13	60098	88-152-33	ulti-family Improv	Oakmont Properties II	1271 Lakeview Pittsburg	712 Sansome San Francisco CA 94111	108.8				
14.	60078	88-152-17	mmercial Improv	Christianson Laurence C & Judith M Tr	2885 Leland E Pittsburg	4008 Eagleridge Antioch CA 94509			137.1		
15	60079	88-152-01	mmercial Improv	McCauley Sean	2691 2695 Leland E Pittsburg	2695 Leland Pittsburg CA 94565			431.6		
16	60080	74-080-28	vacant land	Antioch City of	Delta Fair Antioch	P O Box 5007 Antioch CA 94531	285.7				
17	60099	74-112-27	gle family Improv	Montion Michael C	4116 Belle Antioch	4116 Belle Antioch CA 94509			55.3		
18	60100	74-112-28	gle family Improv	Pinill Ricardo H	4112 Belle Antioch	4112 Belle Antioch CA 94509			60.4		
19	60101	74-112-01	gle family Improv	Burns Jack J & Peggy Sue	4108 Belle Antioch	4108 Belle Antioch CA 94509			74.4		
20	60102	74-112-02	gle family Improv	Ortega Steve & Peggy	4100 Belle Antioch	1142 Medanos Antioch CA 94509			74.5		
21	60175	ntra Costa Co	Drainage channe	U. S. Bruce of Reclamation					80.4		
22	60081	74-122-23	mmercial Improv	Delta Square Associates	3600 3698 Delta Fair Antioch	P.O. Box 177 Lafayette CA 94549			121.2		
23		NOT USED									
24	60084	74-460-29	vacant land	Century Plaza Dev Corp.	Century Blvd Pittsburg	4021 Port Chicago Hwy Concord CA 94520	2368.2				
25	60085	ntra Costa Co	Drainage channe	U. S. Bruce of Reclamation			64.4				
26A	60171	74-090-26	mmercial Improv	Century Plaza Dev Corp.	Century CT Pittsburg	4021 Port Chicago Hwy Concord CA 94520	1601.1				
26B	60172	74-090-24	mmercial Improv	Winter Rose C	3750 Century CT Pittsburg	2101 Railroad Ave Pittsburg CA 94565	368.4				489.1
26C	60173	74-090-22	mmercial Improv	Winter Rose C	3850 Century CT Pittsburg	2101 Railroad Ave Pittsburg CA 94565	338.1				326.4
26D	60174	74-090-21	vacant land	Century Plaza Dev Corp.	Century CT Pittsburg	4021 Port Chicago Hwy Concord CA 94520	1954.5				
27	60087	88-151-08	dustrial Improve	Robert C Markstein Lmtd Pt	2700 California Pittsburg	85 Oak Danville CA 94526	268.4		449.8		
28	60088	88-151-34	mmercial Improv	ACG Pittsburg Investors LLC	2400 Northpark Pittsburg	115 Lecumbre Santa Barbara CA 93105	226.2		93.8		
29	60089	88-151-28	mmercial Improv	Gifford Duane a & Marilyn Tre	Northpark Pittsburg	3675 Stevens Creek Santa Clara CA 9505	377.2				
30	60090	88-151-25	mmercial Improv	Gifford Duane a & Marilyn Tre	2150 Northpark Pittsburg	3675 Stevens Creek Santa Clara CA 9505	835.4				
31		NOT USED									
32	60092	88-151-31	mmercial Improv	Gifford Duane a & Marilyn Tre	Northpark Pittsburg	3675 Stevens Creek Santa Clara CA 9505	523.5				
33	60093	88-151-30	vacant land	Sierra Pacific Properties	Northpark Pittsburg	3890 Railroad Pittsburg CA 94565	257.5			34.3	143.9
34	60094	88-151-32	vacant land	Sierra Pacific Properties	Northpark Pittsburg	4021 Port Chicago Concord CA 94520	4541.8			237.7	
35	60130	88-151-28	mmercial Improv	Deplero Vanni d & barbara a	Northpark Pittsburg	40 Carroll Pittsburg CA 94565				16.1	
36	60131	88-151-20	vacant land	Sierra Pacific Properties Inc	1800 Northpark Pittsburg	4021 Port Chicago Concord CA 94520				815.5	
37	60096	73-190-003	mmercial Improv	Union Carbide Ind Gases In	2000 Loveridge Pittsburg	39 Old Ridgebury Danbury CT 6810	170.0		869.8		279.3
38	60160	Local Govt	Loveridge Rd				13115.2				
39	60065	73-150-01	vacant land	Pittsburg Unified School D	950 El Pueblo Pittsburg	2000 Railroad Pittsburg CA 94565			161.8		

INTENTIONALLY BLANK

Contra Costa County

To: Board of Supervisors

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

Date: February 24, 2009

Subject: HEARING to adopt Resolution No. 2009/55 accepting tabulation of mail-in ballots for Minor Subdivision 06-0016

RECOMMENDATION(S):
HEARING to adopt Resolution No. 2009/55 accepting tabulation of mail-in ballots, confirming the Engineer's Report and authorizing the levy of street light charges to operate and maintain facilities and services for Minor Subdivision 06-0016.

FISCAL IMPACT:
There is no impact to the County General Fund. All cost will be covered with revenue from County Service Area (CSA) L-100 (100%).

BACKGROUND:
CSA L-100 was formed pursuant to the County Service Area Law to ensure the proper flow of funds for the ongoing operation, maintenance and servicing of street lighting in the public right-of-way throughout unincorporated Contra Costa County. Each year thereafter an annual Engineer's Report has been prepared and approved, an annual assessment has been levied on the parcels within CSA L-100, and as a condition of approval as properties develop, they have been required to annex into CSA L-100.

In order to annex property into CSA L-100, property owners must vote to approve the annexation. Article

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Michelle Parella, 313-2286

cc:

BACKGROUND: (CONT'D)

XIIID of the California Constitution (Proposition 218) provides that any new assessment may not be approved if it is opposed by a majority of the property owners voting on the proposed assessment. The Board Order and Resolution comply with the requirements for new assessments under Proposition 218.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors' approval, this project will not be in compliance with the Conditions of Approval for Minor Subdivision 06-0016 and an alternative means to finance street lighting within the public right of way would have to be found.

CLERK'S ADDENDUM

CLOSED the hearing; ADOPTED Resolution No. 2009/55 accepting tabulation of mail-in ballots, confirming the Engineer's Report and authorizing the levy of street light charges to operate and maintain facilities and services for Minor Subdivision 06-0016.

ATTACHMENTS

Ballot

Resolution No. 2009/55

Proposed Annexation MS 06-0016

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES: Gioia, Uilkema, Piepho, Glover & Bonilla
NOES: None
ABSENT: None
ABSTAIN: None

Resolution No. 2009/55

In The Matter Of:

HEARING to ADOPT Resolution No. 2009/55 accepting tabulation of mail-in ballots, confirming the Engineer's Report, and authorizing the levy of street light charges to operate and maintain facilities and services for Minor Subdivision 06-0016, Lafayette area. (County Service Area L-100 Funds) (District II) Project No.:7394-6X5001

Whereas:

The Board of Supervisors of Contra Costa County RESOLVES:

1. In accordance with California Government Code 25210.82, on January 6, 2009, the Board of Supervisors adopted Resolution No. 2009/9 accepting an Engineer's Report for street light charges for County Service Area L-100 (CSA L-100), which included the exterior boundaries of the territory proposed for annexation.

2. Resolution No. 2009/9 also declared the Board's intention to levy and collect street light charges to operate and maintain facilities and services within CSA L-100 for Fiscal Year 2008/2009 and set a public hearing for February 24, 2009. Notice of the hearing was given in the time and manner required by law.

3. Notices and ballots have been mailed to the property owner of record as required by Section 4 of Article XIIID of the California Constitution (Proposition 218), and the returned ballots are ready to be tabulated.

NOW, THEREFORE, the Board FINDS, DETERMINES and RESOLVES that:

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

ATTESTED: February 24, 2009

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

Katherine Sinclair

By: , Deputy

Contact: Michelle Parella, 313-2286

cc:

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2009/55

In The Matter Of:

HEARING to ADOPT Resolution No. 2009/55 accepting tabulation of mail-in ballots, confirming the Engineer's Report, and authorizing the levy of street light charges to operate and maintain facilities and services for Minor Subdivision 06-0016, Lafayette area. (County Service Area L-100 Funds) (District II) Project No.:7394-6X5001

Whereas:

The Board of Supervisors of Contra Costa County RESOLVES:

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2. Resolution No. 2009/9 also declared the Board's intention to levy and collect street light charges to operate and maintain facilities and services within CSA L-100 for Fiscal Year 2008/2009 and set a public hearing for February 24, 2009. Notice of the hearing was given in the time and manner required by law.

3. Notices and ballots have been mailed to the property owner of record as required by Section 4 of Article XIIID of the California Constitution (Proposition 218), and the returned ballots are ready to be tabulated.

NOW, THEREFORE, the Board FINDS, DETERMINES and RESOLVES that:

Contact: Michelle Parella, 313-2286

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

ATTESTED: February 24, 2009

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

By: , Deputy

cc:

1. A public hearing was held before this Board on February 24, 2009, at 9:30 a.m. At the hearing, the Engineer of Work presented to the Board all ballots received from property owners within Minor Subdivision 06-0016. The Board heard and considered all protests against the proposed assessments and tabulated the returned ballots according to the proportional financial obligation of the affected properties. The Board also afforded to every interested person an opportunity to make a protest to the Engineer's Report, either in writing or orally, and the Board considered each protest.

2. A majority protest, as defined in Section 4 (e) of Article XIIID of the California Constitution and Section 25210.84 of the Government Code, does not exist.

3. The Board hereby approves the proposed annexation of Minor Subdivision 06-0016, confirms the diagram and assessment as set forth in the Engineer's Report, and authorizes the levy of the street light charges for fiscal year 2008/2009 to be collected on the tax rolls.

Public Works Department

255 Glacier Drive, Martinez

DATE: February 24, 2009

TO: Board of Supervisors

FROM: Julia R. Bueren, Public Works Director

SUBJECT: Results of the Ballots Cast in the Proposed Annexation of in Minor Subdivision 06-0016 into CSA L-100

I, Julia R. Bueren, Public Works Director for the County of Contra Costa, State of California, having canvassed the return of all votes cast in the proposed annexation of Minor Subdivision 06-0016 into County Service Area L-100 Lighting District held on February 24, 2009 do hereby certify the following to be a full, true and correct Statement of Results of all votes cast on the following measure:

County Service Area L-100 Lighting District Annexation and Annual Assessment for

Minor Subdivision 06-0016

Yes _____ **No** _____

I further certify that the total number of ballots cast in the proposed annexation of Minor Subdivision 06-0016 into County Service Area L-100 Lighting District at said election was _____ and attached hereto are the total ballots received for and against annexation and assessment.

Resolution No.

AIR-443 **Deliberation**

BOS Agenda

Meeting Date:	02/24/2009		
Time (Duration):	15 Minutes		
Review of Environmental Health Program Regulations, Standards, and Policies			
Submitted For:	William Walker, M.D., Health Services Director		
Department:	Health Services		
Noticed Public Hearing:	No	**Official Body:**	Board of Supervisors
Presenter/Phone, if applicable:	Sherman Quinlan, 646-5225	**Audio-Visual Needs:**	
Handling Instructions:		**District:**	All Districts
Contact, Phone:	Sherman Quinlan 646-5225		

Recommendation(s):

1. ACCEPT report on the Health Services Department Environmental Health Program describing actions taken to address problems and opportunities for improvement identified in Internal Operations Committee discussions.

2. ACCEPT the Health Services Director's report regarding methods to expedite regulatory inspections and approvals for those customers willing to pay a premium for special processing.

3. ACCEPT the Environmental Health Director's press release and commitment to make presentations to local chambers of commerce and cities to communicate changes and improvements to inspection and follow-up services.

4. ACCEPT the Health Services Director's 10-minute presentation to the Board of Supervisors, featuring the improvements summarized in the December 8, 2008 Internal Operations Committee report.

5. REQUEST the Health Services Director to make a follow-up report to the Internal Operations Committee in August, 2009.

Fiscal Impact:

No fiscal impact.

Background:

In January 2008, the Board of Supervisors referred to the Internal Operations Committee a review of Health Services Department – Environmental Health Program standards and policies to promote a better understanding of the applicable regulations and inspection and follow-up processes, and to identify opportunities, if any, to streamlines those processes.

The Internal Operations Committee held discussions of this matter on April 14, May 12, August 11, and December 8, 2008, providing an opportunity during the intervening periods for the Environmental Health Division to meet individually with local businesses to flesh out and resolve issues that were raised on April 14. A sampling of the issues raised on April 14 included alleged inconsistencies in the application of regulations and codes, increases in requirements of applicants from one inspection to the next, disagreements over interpretations of regulations, protracted period of time to get final approval for a permit, outdated forms, frustration with perceived bureaucracy, and dissatisfaction with perceived lack of communication.

The discussions were very enlightening for all parties concerned with the issues. Some of the operational issues causing so much consternation were determined to be a result of understaffing, which has been remedied through the hiring of three additional plan checkers. Many other issues were determined to be the result of a mismatch in the business community's expectations regarding the County's authority to waive or bend regulations. Environmental Health was able to meet separately with most of the community members who wanted to meet. The meetings were generally positive and many issues were resolved or at least a common set of expectations was achieved.

The changes implemented by the Environmental Health Division include:

a. Actively promoting pre-project design consultation meetings with sign-off by an Environmental Health official.
b. Adopted internal policies on subjective regulations and provided 40 hours of additional staff training to improve consistency and uniformity in the application of internal and external regulations.
c. Increased public access to key staff to resolve problems; established a process that facilitates the principles coming together on set-aside days to triage problems.
d. Developed a compliance checklist that can be provided to report the progress of a project, and why a project may have stalled.
e. Implemented desk-duty narratives to document customer conferences on project issues.
f. Launched a new public website that provides on line project tracking. (In the two months since the pages have been up, there have been 541 visits to the main Plan Check page; 242 visits to the FAQ page and 219 visits to the page where people can track the status of their application. A month-old "Contact Us" page has been visited 219 times.
g. Updated Division forms and literature to be consistent with California Retail Food Code requirements.
h. Modified the public service area at Environmental Health to be more customer friendly by increasing lobby and counter space.
i. Utilized the Statewide Technical Advisory Committee on Environmental Health to increase consistency on subjective regulations.

j. Published an updated and refurbished “Plan Check Construction Guidelines for New and Remodeled Food Facilities, Swimming Pools, and Spas” handbook.

Since the December 8, 2008 report to the Board of Supervisors, the Environmental Health Division has surveyed the other Bay Area Counties regarding expedited plan reviews. Only three of the eight counties allow this practice. In fairness to all constituents, regardless of their ability to pay higher fees, the Environmental Health Division believes it is better to handle all plan reviews expeditiously based on dates of submission.

The Environmental Health Division issued a press release on December 11, 2008 regarding improvements to plan review process. The Environmental Health Division is committed to presenting information on these improvements in our plan review process for chambers of commerce and cities within Contra Costa County.

The Health Services Department and its Environmental Health Division appreciate the support of the Board of Supervisors and its Internal Operations Committee in the ongoing effort to protect and promote the health of the people of Contra Costa County. The Environmental Health Division will make a follow-up report to the Internal Operations Committee in August, 2009, as requested.

Budget Information

Information about available funds

Budgeted: ◯	**Funds Available:** ◯	**Adjustment:** ☐	**Amount Available:**
Unbudgeted: ◯	**Funds NOT Available:** ◯	**Amendment:** ☐	

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Letter

Agreement

Minutes Attachments

No file(s) attached.

WILLIAM B. WALKER, M.D.
Health Services Director
DONNA M. WIGAND, L.C.S.W.
Mental Health Director

CONTRA COSTA
HEALTH SERVICES

CONTRA COSTA
MENTAL HEALTH
1340 Arnold Drive, Suite 200
Martinez, CA 94553-4639
Ph 925/957-5114
Fax 925/957-5156
sbradley@hsd.cccounty.us

Date: November 14, 2008

Subject: Assignment of Mental Health Services Act Prevention and Early Intervention Funds for Statewide Projects

Dear PEI Stakeholder Participant and Interested Community Members:

As you may recall, at the October 16, 2008 meeting of the PEI Stakeholder Workgroup, we announced that the State Department of Mental Health was developing several statewide PEI initiatives focusing on specific projects and programs. Because of the way MHSA legislation was written and put into law, each county has received a specific allocation of PEI funding strictly for the statewide PEI projects ($917,200 per year over four years for Contra Costa County). These dollars must now be assigned back to DMH as the single administrative entity. The assignment agreement authorizes the transfer of MHSA funding to DMH to administer three programs: Suicide Prevention; the Student Mental Health Initiative; and Stigma and Discrimination Reduction. The amount to be assigned is a total of $3,668,800 over a four-year period ($917,200 per year for 08/09, 09/10, 10/11, and 11/12).

This is completely separate from Contra Costa's PEI allocation of funding and the PEI plan that we have been developing over the past several months. We cannot use these funds for any other purpose.

A description of these statewide projects is attached. As required under DMH guidelines, we are posting this notice for 30-day comment period. The MHSA PEI Statewide Projects Assignment Agreement is available on the MHSA website:
www.cchealth.org/services/mentalhealth/prop62/pei_planning.php

Thank you for your ongoing support and your active participation in the MHSA planning process. Together we are working toward transforming the Contra Costa County mental health system.

Please e-mail any questions, comments and input to mhsa@hsd.cccounty.us

Sincerely,

Sherry Bradley

Sherry Bradley, MPH
MHSA Program Manager

Enclosures: Supplemental MHSA PEI Statewide Projects Assignment Agreement
Description: Statewide projects
Public Comment Form

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: February 24, 2009

Subject: FY 2008-09 MID-YEAR BUDGET STATUS REPORT AND DEPARTMENT HEAD SUMMIT REPORT

RECOMMENDATION(S):
ACCEPT report regarding the mid-year status of the 2008/09 County Budget, the Department Head Summit, the State Budget, and the Economic Stimulus Package; and DIRECT the Auditor-Controller to suspend transfers to the Workers' Compensation Internal Services Fund for May and June.

FISCAL IMPACT:
This report is informational and will be used for planning purposes and budget development. Additional recommendations will be presented to the Board during Budget Hearings on March 17, 2009.

BACKGROUND:
The Administrator's Office annually reports the status of the Budget as of December 31 to determine whether departmental expenses and revenues to date are consistent with the spending plan adopted, and – in a normal year – amended from time to time, by the Board of Supervisors. Normally, mid-year reviews provide an opportunity to identify variances from anticipated expenditures and revenue receipts, and permit budget staff to confer with departments regarding the potential need for budgetary adjustments. This has not been a normal year.

The Board of Supervisors has already taken action to reduce the County and Special District Budgets by over $90 million. The following is a summary of those actions (all reports are available on the internet

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER
02/24/2009

Clerks Notes: Soren Chernell, Community Clinic Consortium; Mariana Moore, Contractors Alliance of Contra Costa; Rollie Katz, Public Employees' Union Local One.

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: Lisa Driscoll (925) 335-1023

cc:

BACKGROUND: (CONT'D)
www.co.contra-costa.ca.us under Budget Documents):

On **May 6, 2008, the Board of Supervisors adopted a FY 2008/09 budget that included over $52 million in General Fund reductions in over $55 million in local cuts to baseline services.**

On August 12, 2008, the Board of Supervisors received a report stating that anticipated assessed valuation had dropped from a projected 4% to 0.21% countywide. The lack of growth in assessed valuations translated to loss of anticipated General Fund revenue in the current year of $6.6 million included in over $12 million in Countywide loss from property tax revenue. The County Administrator was directed to return to the Board with rebalancing solutions.

On October 7, 2008, the Board discussed a rebalancing report that had been forwarded from the Finance Committee. The Board agreed that the economic picture was not likely to improve in the short-term and requested that the County Administrator return with recommendations and appropriation adjustments to balance the local budget shortfall by spreading reductions evenly among agencies without the use of reserves.

On October 28, 2008, the Board met and adopted recommended FY 2008/09 local departmental cuts in the following funds/amounts: General Fund Reduction of $7.6 million ($6.6 property tax, $1.0 supplemental), Library Fund reduction of $0.8 million, Contra Costa County Fire Protection District reduction of $3.5 million, and East Contra Costa County Fire Protection District reduction of $1.4 million.

Additionally, due to further economic uncertainty, the County Administrator recommended and the Board authorized the Auditor-Controller to reduce the General Fund Reserve Designation by $10,000,000; and to transfer those funds to an appropriation for contingency. In effect, this action 'budgeted' $10,000,000 of one-time reserves in the current fiscal year budget. This action was recommended in case of further loss of General Fund revenue and was not to be construed as a cushion for any known problems. The plan was for the County Administrator to continue to work with departments throughout the year to achieve balanced year-end expenditures. The report ended with the direction that staff would return to the Board with final State funding reductions and plans to implement a no-growth FY 2009/10 budget. It was anticipated that a no-growth budget would include significant additional reductions for increased cost of doing business outside the County's control.

On November 18, 2008, the Board of Supervisor held a Budget Rebalancing/State Budget Workshop to discuss pending impacts on the FY 2008/09 Budget. The County Administrator presented cost reduction options to rebalance the FY 2008/09 Budget to reflect state cuts and other revenue loss; and requested direction on additional action to be taken. The options presented would rebalance the FY 2008/09 Budget to reflect the known impact of State cuts and other local economic impacts on Employment and Human Services. The County Administrator also requested Board direction regarding further action to be taken. The Board directed the County Administrator to return in December with specific balancing plans to address these losses and identify options for the possible saving of two specific programs – Adoptions and Foster Care Licensing. At the conclusion of the presentation, theCounty Administrator noted that the recommendations merely realigned the budget for the cuts to programs already known. The reductions made no progress in addressing the $28 billion looming State deficit, were not sufficient to balance the County budget, and additional reduction recommendations would be presented in January.

On December 9, 2008, the County Administrator returned to the Board with specific budget balancing recommendations, including alternatives to eliminating the Adoptions and Foster Care Licensing Programs. At the conclusion of the staff report, the Board received several hours of testimony from employees and members of the public who had received services from the County. The Board acknowledged the irony that because the County exists primarily to serve the most vulnerable populations, cuts in services necessarily impact the most vulnerable populations. Our County's problems are not unique in this respect, but indicative of local governments nationwide. The Board members expressed their anguish over the

proposed cuts and acknowledged the sobering truth that additional local cuts would yet be necessary in order to address diminishing revenues and new trickle-down impacts from state and federal budget balancing initiatives. Staff was directed to work particularly with the Employment and Human Services Department to evaluate all cost savings possibilities to mitigate future budget reductions. However, the Board emphasized that every available dollar would be needed in all County departments and programs to address future reductions. The Board adopted over $20 million in General Fund reductions included in over $22 million in total funding reductions to adjust for the impact of State and other local revenue losses and directed the County Administrator to return with a lay-off resolution necessary to implement the reductions.

On December 16, 2008, the Board of Supervisors adopted a lay-off resolution with lay-offs effective December 31, 2008. The resolution authorized the deletion of certain positions in affected County departments, as approved by the Board of Supervisors on December 9, 2008. The Board authorized the Human Resources Department to implement the Tactical Employment Team Program (TETP), whose objective was to mitigate the negative impact that anticipated layoffs would have on County employees. The Board also directed the County Administrator to return to the Board with additional information regarding short- and long-term options originally presented to the Board on October 7, 2008, and a report from the County Assessor on property assessment activity. Finally, the Board again acknowledged that further State reductions and economic impacts would require subsequent adjustments to the FY 2008/09 Budget.

On January 20, 2009, the Board of Supervisors accepted a report regarding national and local economic impacts on Contra Costa County and acknowledged that the County Administrator had scheduled a Department Head Summit for January 30. In summary, the report noted the importance of the Board and community receiving local and national economic impact information in the context of potential impacts on services to Contra Costa County residents. It was noted that the magnitude of loss of revenue and increased service level demand in Contra Costa is more easily understood in the context of the national and local economy. The report projected a current year budget gap of $30 million and a FY 2009/10 gap of an additional $26 million. For a variety of reasons including the economic situation and the magnitude of the County's problem ($56 million), the County Administrator recommended developing a two year budget for fiscal years 2009/10 and 2010/11. It was anticipated that the budget would be adopted in early spring with program reductions and lay-offs effective in the current fiscal year. The report ended by noting that every attempt would be made during current labor negotiations to achieve savings to salvage services and jobs in Contra Costa.

On February 3, 2009, the Board of Supervisors declared its intent to adopt a FY 2009/10 General Fund budget that balances annual expenses and revenues; acknowledged that the known budget gap of over $56 million represents significant service reductions to our citizens and is in addition to the $90 million in reductions already made in the current fiscal year; acknowledged that the County Administrator held a Department Head Summit on January 30 to develop a strategy for dealing with the current budget crisis, the budget crisis over the next two years, and for weathering the storm and coming out of this stronger, and better able to serve our constituents; directed the County Administrator to return to the Board with a 'Summit Report' on February 24; affirmed the Board's commitment to defining the County's budget/core service policy on March 3; directed Department Heads to work closely with the County Administrator to achieve reduced net County costs pursuant to Board policy; directed Departments, in cooperation with Labor Relations, to begin the meet and confer process with employee representatives regarding the impact of potential program reductions on the terms and conditions of employment for affected employees; directed the County Administrator to return to the Board March 17 with a FY 2009/10 Recommended Budget that meets the above requirements; and designated Tuesday, March 17 for FY 2009/10 budget hearings (including Bielenson hearings if needed); and Tuesday, March 31 for adoption of the FY 2009/10 County and Special District Budgets.

<u>Mid-Year Report Discussion</u>

Normally, the mid-year budget status report is important in that it is based on a sufficient amount of

experience during the budget year to permit a reasonably accurate assessment of how closely actual expenses and revenues are likely to track with the approved budget.

Our review of departmental budgets at this mid-year juncture suggests that departmental expenditures and revenues are performing substantially in accord with *expectations* and are projected to exceed the FY 2008/09 Adjusted Budget. However, as noted later in this report, there are several large variables which are affecting this projection. The Board is not being asked to take any corrective action at this time. Recommendations will be made as part of the Budget Hearings on March 17. This assessment could change based on intervening factors – e.g., revenue curtailments or program shifts by the State – that could affect current year costs and revenues and further substantially impact in a negative way our outlook for the ensuing fiscal year.

This report provides an overview of the status of the County's FY 2008/2009 Budget as of December 31, 2008. Included in this report are tables that summarize the County's General Fund mid-year fiscal condition (Attachments A, B, and C).

The County's implementation of its Board-approved FY 2008/09 adjusted spending plan is proceeding as anticipated; however a significant deficit remains. As of December 31, 2008, with 50% of the fiscal year having passed, actual expenditures for all County funds totaled 45.6% of planned spending, while actual revenues totaled 43.6% of amounts anticipated for the year. These figures compare unfavorably to 44.5% and 47.9% respectively for the same period last year and even more negatively when compared to the same period in fiscal year 2006/07 (43.8% and 45.5% respectively) and 2005/06 (42.6% and 44.2% respectively).

For the General Fund alone, actual expenditures totaled 50.1% of planned spending, and actual revenues totaled 37.7% of amounts anticipated for the year. As with all funds, these figures compare chiefly *unfavorably* to 47.5% and 39.0% respectively for the same period last year and when compared to the same period in fiscal year 2006/07 (47.0% and 39.7% respectively) and 2005/06 (46.4% and 38.6% respectively). Mid-year actual figures reflect not just continued tightening budgets but deficit spending. The specific dollar amounts were as follows:

ALL FUNDS
Second Quarter Summary

	Budget	Actual	Percent
Expenditures	$ 2,222,897,906	$ 1,012,714,358	45.6%
Revenues	$ 2,079,486,366	$ 905,663,493	43.6%

GENERAL FUND
Second Quarter Summary

	Budget	Actual	Percent
Expenditures	$ 1,273,535,308	$ 638,474,937	50.1%
Revenues	$ 1,248,034,742	$ 470,905,502	37.7%

GENERAL FUND
Second Quarter Expenditure Summary

	Budget	Actual	Percent
Wages & Benefits	$ 695,636,829	$ 343,730,270	49.4%
Services & Supplies	444,460,163	192,510,103	43.3%
Other Charges	266,001,156	137,726,553	51.8%
Fixed Assets	25,311,662	8,077,885	31.9%
Inter-departmental Charges	(167,874,502)	(43,569,874)	26.0%
Contingencies	10,000,000	0	0.0%
Total Expenses	$ 1,273,535,308	$ 638,474,937	50.1%

GENERAL FUND
Second Quarter Revenue Summary

	Budget	Actual	Percent
Taxes	$ 312,485,671	$ 188,195,363	60.2%
Licenses, Permits, Franchises	15,415,340	3,219,441	20.9%
Fines, Forfeitures, Penalties	14,684,786	2,403,100	16.4%
Use of Money & Property	6,281,302	4,340,648	69.1%
Federal/State Assistance	595,108,515	158,988,060	26.7%
Charges for Current Svcs	194,359,923	75,865,789	39.0%
Other Revenue	109,699,205	37,893,101	34.5%
Total Revenues	$ 1,248,034,742	$ 470,905,502	37.7%

As noted above, County expenditures and revenues at mid-year were outside of acceptable parameters given the Board approved budget. The difference between budgeted expenditures and revenues are due to prior year encumbrances, restricted reserves, and other carry forwards. The variances in anticipated expenses and revenue receipts are noted at the mid-year; the majority of this variance was anticipated due to the local and national economy.

Revenues

- Revenue from State and federal sources are typically late in being realized because much of it is based on expenditure claims paid in arrears. Normally departments that rely on State and Federal revenue experience a two-to three-month lag in revenues. Recent State actions have significantly increased these delays.
- As expected cash-flow and interest income have been impacted due to the State's delay in payments. The direct impact on revenue for fiscal year 2008/09 thus far has been the posting of negative interest to the General Fund due to lack of cash. This was exacerbated by the County's inability to sell tax revenue anticipation notes (TRANs) this year.

Expenditures

- Normally salary costs are understated at mid-year. Unanticipated vacant positions lessen salary costs, though vacancy savings continue to lag behind prior years. Some reduction in permanent salary costs is anticipated in the second half of the fiscal year due to retirements, which tend to occur in March, however, the majority of this savings is spent in retiree pay-outs. The most significant savings are anticipated to come from the May 1 lay-offs.
- The most notable exceptional salary savings will be approximately $5.0 million from the recommended suspension of the May and June Workers' Compensation trust transfers should this recommendation be approved. The Workers' Compensation trust is significantly above the County's established minimum funding level of 80% and will remain so given this recommendation.
- Employee benefit costs are understated at mid-year because the budget includes appropriations for health insurance cost increases that did not become effective until the end of the second quarter, December 31, 2008. Actual expenses for employee health insurance will increase the second half of the year and will exceed budget amounts as these increases were not budgeted.
- Service and supplies costs are generally understated throughout most of the fiscal year because of the time required to process payments to vendors and contractors. This payment cycle averages one month in arrears. Additionally, in very tight fiscal years – as this one is – departments tend to wait later in the year to make purchases to ensure that resources are not needed elsewhere.

General Purpose Revenue

General Purpose budgeted revenues, adjusted October 2008, total $349 million spread over approximately 50 accounts. It consists primarily of $292.0 million in taxes for current property. Of the taxes for current property, $171.2 million is current secured, $5 million is supplemental, $5.2 million is unitary, $104.5 million is Property Tax in Lieu of Vehicle License Fees (from non-realignment vehicle license fees) and $5.9

million is current unsecured. Other significant budgeted revenue is real property transfer tax ($5.5 million), supplemental roll changes ($4 million), sales tax ($13.0 million), and interest income ($5 million). Based on six months of experience, General Purpose Revenues are not expected to meet budgeted levels. This projection is contingent upon several significant factors. All of these factors are affected by the housing market – the most significant being Proposition 8 reassessments and prior year adjustments. Additionally, State delays of payment will negatively impact interest earnings. It is quite possible that interest earnings for the General Fund will end the year in the red.

In Summary, the over-all County General Fund budget is not balanced, the following four departments are currently projected to exceed their General Fund allocations:

Conflict Defense

The County's contract with the Contra Costa County Bar Association is projected to exceed its General Fund allocation by $2.1 million. This deficit is attributed to the ever increasing number of capital cases and the complexity of those cases. This program is 100% funded by the General Fund and will not be balanced in the current year.

District Attorney

The County Administrator continues to project a budget shortfall in the Office of the District Attorney in the amount of $2.1 million. This shortfall is above the 'soft landing allocation' of $600,000 extended to the District Attorney for the current fiscal year. The District Attorney's budget continues to be affected by significant exposure to state and local revenue reductions and unforeseen retirement buyback conversions. In addition to State revenue reductions implemented by the Board on December 16, 2008, two Anti-Gang grants totaling $287,920 may be abolished by the State in the current fiscal year; Proposition 172 and sales tax realignment funding shortfalls are projected to be $851,068 and $21,415 respectively; and city prosecution contract revenue has been reduced by $164,803 due to cities cancelling and reducing services. Salaries and benefits costs are projected to be $1,171,209 over budget due to unforeseen retirement buyback expenses totaling $557,276 through December and a combined overrun of $410,423 in temporary salary and permanent overtime costs. Temporary salary costs have increased as the department has made use of temporary positions as a cost savings measure in an attempt to preserve service levels. The District Attorney has pro-actively submitted a corrective action plan to mitigate $1,361,523 of the projected current year shortfall, although the County Administrator can only recommend supporting the use of $670,118 of the proposal. Due to the magnitude of the shortfall entering fiscal year 2009/10, immediate layoffs or a substantial increase in the general fund allocation to the department is recommended to establish a sustainable base of services for the foreseeable future. Taking into account the projected timetable for economic recovery on the federal, state, and local levels, continuing to deplete one-time funding sources is not a viable solution.

Employment and Human Services (EHSD)

The County Administrator and EHSD are projecting a $6.4 million deficit over the identified Budget Rebalancing package which was approved by the Board of Supervisors on December 9, 2008. The rebalancing plan approved by the Board did not include an estimated $6.5 million for In Home Supportive Services (IHSS). The estimated over expenditures results from a combination of salary increases granted in the collective bargaining agreement between IHSS Public Authority and the SEIU United Health Care Workers West and an increase in the number of clients and hours of service. The costs associated with these increases were never actually appropriated into EHSD's Budget.

EHSD staff anticipates that the department will end the year with a deficit of $6.4 million due to IHSS and a slight savings from workers' compensation. In an attempt to mitigate the anticipated over expenditure, all purchases, hires, and expenditures of any kind are being closely monitored. Additionally, County Administrator staff is working with the department on a rebalancing plan.

Health Services

The County Administrator and Health Services Department had projected a budget shortfall in the Health Services Department in the amount of $4 million, due to projected contractual savings that have not materialized. Through a herculean effort, the Health Services Department has implemented a corrective action plan, which includes restructuring the ambulatory care delivery system, securing additional grant funds through the Coverage Initiative (Federal), receiving final approval for a Health Plan intergovernmental transfer, and streamlining the system through reclassification and other personnel items. The Department and County Administrator are projecting a balanced budget for Health Services.

Sheriff-Coroner

The County Administrator continues to project a budget shortfall in the Office of the Sheriff in the amount of $3,000,000. This shortfall is acceptable based on the $5,000,000 'soft landing allocation' extended to the Sheriff for the current fiscal year. The Sheriff has been working diligently to identify opportunities for increased revenue and additional cost savings measures, several of which have been implemented. Lower than expected attrition and significant shortfalls in Proposition 172 funding have made it difficult to achieve the structural balance needed to enter fiscal year 2009/10 at a sustainable level. Additional reductions will be necessary to balance the department's fiscal year 2009/10 operational budget due to further reductions in local revenue and the expiration of one-time revenue sources used to balance the current year budget. The Sheriff continues to make regular status reports to the Public Protection Committee regarding progress in analyzing impacts to services provided by the department. Due to the magnitude of the shortfall entering fiscal year 2009/10, immediate layoffs or a substantial increase in the general fund allocation to the department is recommended to establish a sustainable base of services for the foreseeable future. Taking into account the projected timetable for economic recovery on the federal, state, and local levels, continuing to deplete one-time funding sources is not a viable solution.

Library and Special Districts

Reductions in property taxes and other related revenues have impacted many of the County's Special Districts and the County Library Fund.

East Contra Costa Fire Protection District

The East Contra Costa Fire Protection District's general operating fund is projected to have a net fund cost of $194,000 this fiscal year. The District began the year with $6.4 million in reserves and will end the year with $6.2 million. Original projections had been worse however the District has addressed part of the property tax revenue problem by postponing remodels that had been scheduled for older stations. Preliminary revenue estimates suggest that in excess of $1.7 million will be spent in fiscal year 2009/10.

Contra Costa County Fire Protection District

The Contra Costa County Fire Protection District's general operating fund is projected to have a net fund cost of $5.8 million this fiscal year. The District began the year with $18.9 million in reserves and will end the year with $13.1 million. Preliminary revenue estimates suggest that in excess of $7.9 million will be spent in fiscal year 2009/10. Given no operational changes, this would leave the District with only $5.2 million in reserves. The District is aware that the economy is not expected to improve dramatically by June 2010 and has begun developing a plan for the FY 2009/10 budget.

Library

The Contra Costa County Library's general operating fund is projected to have a net fund cost of $3.5 million this fiscal year. The Library began the year with $10.3 million in reserves and will end the year with $6.8 million. In fiscal year 2009/10 the Library is adjusting operating expenditures to meet the estimated revenue levels, however they do anticipate using approximately $1.7 million in designated

reserves for capital and equipment automation expenditures. The estimated gross fund balance for June 30, 2010 is $5.1 million.

CONCLUSION OF MID-YEAR STATUS

There are no simple solutions. As noted, the overall General Fund budget is not balanced and is expected to exceed budgeted amounts at year end by approximately $26 million (down from the projected $30 million due to the Hospital Enterprise Fund corrective actions). A hiring freeze has been implemented to achieve a current year savings and to fix seniority lists in anticipation of lay-offs scheduled for May 1. Additionally, the County Administrator has recommended that fiscal year 2009/10 reductions be made immediately after adoption of the local budget and no later than April 1, 2009. These actions will help improve fund balance this fiscal year.

In the next few months, the County will face massive fiscal challenges both locally, from the State, and quite possibly connected with the Federal Economic Stimulus Package. The development of the State budget is being closely followed by fiscal staff throughout the County.

The first impact of payment delays announced by the State Controller began last Friday, February 13th when payments for many social services programs were not paid. Some counties are taking action to sue the Controller with Sacramento County leading this effort. CSAC has provided language to the Department of Finance which would require the state to repay counties for any delay by the State Controller by April 30th but there has been no response to the proposed language from Finance.

Furthermore, County department heads have been provided 2009/10 budget direction that includes significant County cost reductions necessary to address declines in local County revenue. Due to timing of the County and State budgets, the fiscal year 2009/10 budget will likely be presented in two phases. Phase one will address the local problem and phase two will address State budget impacts.

Fiscal year 2009/10 phase one budget hearings are scheduled for March 17 with adoption of phase one scheduled for March 31. Phase two will be scheduled once State Budget details/impacts are known.

<u>Department Head Summit</u>

The County Administrator hosted a Department Head Summit at the end of January to begin to address current and future budget and service issues. In preparation for the Summit, Department heads were asked to solicit from their employees ideas to streamline operations, and develop a catalog of core services for the County. The County Administrator stated that, although likely to be painful, a solution to our structural imbalances must and would be found.

The purpose of the Summit was not only to develop a strategy for dealing with the current and future budget crisis, but additionally to determine how the County can position itself to weather the storm and come out of this stronger, and better able to serve our constituents.

The Department Heads were very engaged in the Summit discussions and represented the myriad services provided by the County and the varying levels General Fund dependence. Discussions were lively and reflected various viewpoints. In general, it was felt that, because of their differences, all Departments should not be subject to arbitrary funding formulas. Departments need to be sensitive to and comply with legal and statutory requirements. It was generally agreed that many of the recommendations received from County employees can be implemented on a department by department basis at the department heads' discretion. However, other suggestions require start-up fiscal commitments and should be looked at on a County wide basis.

Many of the suggestions that could potentially create the most cost efficiencies/savings are dependent upon

other agreements or legislation. For example, pay wage reductions, days off, changes to vacation and sick leave accrual, and changes in health benefit plans all require agreement by labor unions. Many functions carried out by operating departments lend themselves to being contracted out.

The Department Heads reached a consensus regarding the top five issues that should be addressed on a Countywide basis. These top five items are listed below. The next ten issues that were repeatedly identified throughout the discussion are listed as well.

DEPARTMENT HEAD CONSENSUS

OF TOP COUNTYWIDE ISSUES TO BE ADDRESSED IN PRIORITY ORDER

(In Priority Order)

1. Countywide paperless automated timekeeping
2. One countywide e-mail program and standardize the name convention
3. Workers Compensation:
   a. Modify or eliminate the County's workers' compensation salary continuation plan to State minimum
   b. Modify or eliminate the County's continuing pay of wages (up to 3 hours per day for the duration of the claim) if the employee must attend medical appointments for a work related injury or illness during the work day
4. Pro-rate benefits for part-time employees
5. Develop and implement Countywide training programs – especially for first-line supervisors and managers

OTHER ISSUES WHICH RECEIVED MULTIPLE SUGGESTIONS

(Not in Priority Order)

1. Close non-24/7 services between the Christmas and New Year holidays
2. Pro-rate benefits for part-time employees
3. Reduce cost of employment benefits
4. Centralize IT
5. Eliminate employee service awards in-lieu of a non-cost recognition program
6. Contract out: Janitorial, Landscaping, Fleet Management services
7. Eliminate Affirmative Action/SBE Program
8. Countywide imaging/filing/document management system (including personnel action requests)
9. Increase County Administrator and Department Head authority (decrease micro-management)
10. Re-examine County facilities and see if offices can be consolidated

The Department Heads also spent time discussing principles for guiding the classification of core services. Although consensus was not reached due to time constraints, the following principles were discussed:

PRINCIPLES GUIDING THE CLASSIFICATION OF CORE SERVICES

(In Priority Order)

1. Mandated by state law or the judiciary at the mandated level
2. Mandated regulatory services
3. Mandated services above the mandated level when funded from outside revenue

4. Essential state-funded services which the county administers as an agent of the state
5. Essential to the health and safety of county citizens and for which there are no other organizations or institutions able to provide them
6. Supportive of economic development
7. Support services that increase the efficiency of the delivery of core services

Each breakout table spent varying amounts of time on defining core services, beginning to define core services, and what services should be provided. This topic will be more fully addressed in the March 3 report to the Board.

Finally, departments implemented an Employee Cost Savings Suggestion Campaign to generate recommendations from staff. A great deal of time was spent reviewing hundreds of cost savings ideas received from employees. Many of the suggestions have County wide implications and are included in Attachment D. The list is sorted into four sections with sub-groupings within each section. The first section lists those suggestions which, if feasible, could be implemented immediately. The second section includes those suggestions which, if feasible, would require either policy direction or action by the Board of Supervisors before it could be implemented. The third section lists those suggestions made by employees which would require discussion and agreement with labor representatives or legislation in order to be implemented, should that decision be made. The last section includes those suggestions which, at this time, staff feels are not feasible for implementation at this time. We continue to receive ideas from departments and add them to our lists. Departments are working with their employees and the County Administrator's Office to review those suggestions which impact only their own operations. Those with clear cost savings potential and few inhibitors are being implemented immediately, others are being evaluated in context of legality, start-up costs, etc. A summary of the Employment and Human Services and Health Services Departments' suggestion campaigns are also attached (Attachments E and F).

State Budget

As of noon Wednesday, February 18 the State had yet to adopt a budget. The Urban Counties Caucus reported that the budget was stalled (again). Although many bills in the package had the votes for passage, the Senate was still short a vote on the tax bill.

The details listed below are the latest information gathered, however, since budget negotiations are on-going there may be new ideas added or some of these details could change.

In addition, many of the revenue increases and cuts listed below may be limited in scope or not taken depending on the federal stimulus package and whether the spending cap is approved by the voters. Major highlights of the budget package:

- Defers county payments for social services in July and August (similar to last year's budget).
- Provides for a spending cap/rainy day fund.
- Includes provisions on judicial benefits.
- Provides for a special election on May 19th to approve the following: spending cap, Proposition 98, Lottery securitization, Proposition 10 transfers, and Proposition 63 transfers.

Revenues

The package includes $14.4 billion in taxes as follows (reduced to $12.5 billion if federal funds are available):

- Increasing the sales tax by 1 cent through 2011/12. Temporary tax increase that will sunset in 2012 if the spending cap is approved, if the voters reject the spending cap it would expire in 2011.
- Increasing gasoline taxes by 12 cents per gallon for up to five years if spending cap passes, if it fails through 2011/12.
- Raising the VLF from 0.65 percent to 1.15 percent through 2013/14 (2011/12 if spending cap fails). A

portion of these funds would be used to fund local law enforcement programs.
- Increasing the personal income tax surtax 5% across the board for up to five years, if spending cap passes (2011/12 if spending cap fails). This would be triggered down to 2.5% if federal funds are available.

Reduces the size of dependent credit exemption (Personal Income Tax) to the level of personal credit for up to 5 years if cap passes (2011/12 if cap fails).

Deferrals

- Defers county Social Service payments for July and August to September 2009. This language exempts SSI/SSP and IHSS payments form the deferral and exampts counties under 40,000 in population.
- Defers fuel excise tax allocaiton for local streets and roads scheduled for January, Feburary, March and April to be paid in May (applies to 2009 only)

Economic Stimulus Package

President Obama signed into law the American Recovery and Reinvestment Act (ARRA) of 2009 on February 17, 2009. This economic stimulus legislation is a supplemental appropriations bill with tax provisions. The objectives of the bill include job preservation and creation, infrastructure investment, energy efficiency and science, assistance to the unemployed, and State and local fiscal stabilization.

According to Moody's U.S. Public Finance report of February, since relatively few of the federal programs that are being expanded are funded from cities' and counties' general funds, the increase in federal funding doesn't directly offset much of the general fund revenue and expenditure pressures that local governments are facing as a result of the economic downturn. Though it won't have much of an impact on city and county general funds, much of the stimulus bill's infrastructure spending will nevertheless be well received by local governments. The more significant benefits on the local level are likely to be indirect in the form of fewer lost jobs, few foreclosures and, ultimately, less of a reduction in sales and other economically-sensitive tax revenues.

Department Heads have been asked to monitor the Economic Stimulus Package and the State Budget as they develop. We will address the Board at our first opportunity with local impacts anticipated from these major measures.

Next Steps

The Board of Supervisors, using the results of the Summit Report and other materials to be provided by the County Administrator will conduct a budget/policy discussion of March 3. On that date, it is anticipated that the Board will develop a policy to guide the County Administrator in preparing a FY 2009/10 Recommended Budget and a FY 2010/11 Planning Budget. The County Administrator will return to the Board of March 17 with the Recommended Budget for FY 2009/10 and the Planning Budget for FY 2010/11. It is anticipated that the Board will adopt a Final Budget on March 17. All reductions not associated with lay-offs will become affective as soon as possible following that date and no later than May 1.

CLERK'S ADDENDUM

County Administrator David Twa presented the item and commented on the importance of updating the County's business models.

Supervisor Piepho said that critical care and public safety are top priorities, yet said they seem to be the hardest hit by the Budget crisis. Mr. Twa responded that Health and Human Services and Public Safety are the biggest parts of the County's General Fund and so proportionately appear to be the hardest hit. He added that there is also the issue of, Are we going to use County reserves to address this crisis? He said doing so is an easier decision if we

think we are dealing with short-term problems, which in this case he said we are not.

Supervisor Piepho said she would appreciate looking for a way to keep the Sheriff's deputies, saying the proposed elimination of 70 deputies is too stark an action to take. She asked if any proposed measures for cost savings could be implemented quickly in order to help offset proposed cuts.

Mr. Twa said that cost-saving measures that could be implemented immediately are being implemented now, but said that overall they will still not be a solution. He added that it will be the long-term solutions that will really make changes.

Supervisor Piepho suggested it would be useful to have a discussion about how to define core services.

Supervisor Uilkema asked about the District Attorney's budget and "unforeseen retirement budget conversions."

Lisa Driscoll, County Administrator's Office, responded that the conversions are those of employees converting years of service from Tier 2 to Tier 3 in the retirement structure, and noted that when and how much employees choose to make this conversion can obligate the County to match dollars accordingly. She added that this is happening countywide, but said that since the D.A.'s office employs attorneys – higher-cost employees – the costs in that department are higher.

Supervisor Uilkema requested clarification that this report does not address impacts to the County's budget based on current and proposed changes to the State's budget.

Mr. Twa responded that it does not.

ATTACHMENTS

Attachment A

Attachment B

Attachment C

Attachment D

Attachment E

Attachment F

Fiscal Year 2008-09
Second Quarter
General Fund

Department	Budgeted Revenue	Actual Revenue	Actual as % of Budget	Budgeted Expenses	Actual Expenses	Actual as % of Budget
BOARD OF SUPERVISORS	$ 2,293,538	$ 1,304,443	56.9%	$ 7,835,839	$ 2,513,307	32.1%
GENERAL COUNTY SERVICES	6,979,967	2,773,799	39.7%	17,210,510	11,412,066	66.3%
COUNTY ADMINISTRATOR	12,583,763	4,518,040	35.9%	20,987,308	8,652,826	41.2%
GENERAL COUNTY REVENUES	358,773,839	196,863,356	54.9%	0	5	0.0%
PERSONNEL	6,414,071	1,737,757	27.1%	9,491,780	3,778,328	39.8%
AUDITOR-CONTROLLER	4,640,991	1,567,266	33.8%	8,008,000	3,791,327	47.3%
PLANT ACQUISITION	5,352,450	198,073	0.0%	19,273,594	5,048,875	26.2%
TREASURER-TAX COLLECTOR	3,430,500	1,892,151	55.2%	5,308,412	2,442,684	46.0%
ASSESSOR	1,412,500	314,634	22.3%	16,345,900	8,972,590	54.9%
COUNTY COUNSEL	3,493,080	1,391,980	39.8%	5,316,701	3,238,829	60.9%
HEALTH SERVICES	173,090,407	41,390,158	23.9%	282,742,194	140,932,761	49.8%
EMPLMNT & HUMAN SVCS	350,364,895	97,216,553	27.7%	377,563,865	201,901,884	53.5%
SUPERIOR COURT-JURY COMM	8,937,168	3,442,552	38.5%	20,346,559	8,446,361	41.5%
JUSTICE SYSTEM PLANNING	893,747	225,096	25.2%	4,282,145	2,370,489	55.4%
COUNTY CLERK-RECORDER	10,893,839	5,670,207	52.0%	14,065,527	7,544,180	53.6%
SHERIFF-CORONER	128,006,024	38,683,040	30.2%	194,151,514	94,242,852	48.5%
PROBATION	23,296,655	7,318,442	31.4%	61,361,489	30,574,820	49.8%
AGRICULTURE-WEIGHTS/MEAS	3,291,046	639,614	19.4%	5,257,070	2,572,845	48.9%
CONSERVATION AND DEVELOPMENT	25,133,301	9,825,993	39.1%	25,611,929	10,927,430	42.7%
ANIMAL SERVICES	6,474,123	3,544,843	54.8%	10,382,229	4,816,474	46.4%
DISTRICT ATTORNEY	17,459,079	4,806,125	27.5%	29,011,149	15,697,167	54.1%
PUBLIC DEFENDER	50,057	18,367	36.7%	19,061,755	9,508,468	49.9%
PUBLIC WORKS	60,359,257	25,746,530	42.7%	60,622,035	33,261,578	54.9%
GENERAL SERVICES	34,265,446	19,758,985	57.7%	48,229,795	25,310,886	52.5%
MISCELLANEOUS SERVICES	145,000	57,500	39.7%	1,068,009	515,903	48.3%
APPROPRIATIONS FOR CONTINGENCIES	0	0	0.0%	10,000,000	0	0.0%
TOTAL	**$ 1,248,034,743**	**$ 470,905,504**	**37.7%**	**$ 1,273,535,308**	**$ 638,474,935**	**50.1%**

Attachment A

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
100300	**01**	0001	DEPARTMENT OF SUPERVISORS		
		E1000	SALARIES AND BENEFITS	3,353,271	1,627,642
		E2000	SERVICES AND SUPPLIES	1,671,553	663,322
		E3000	OTHER CHARGES	1,400	877
		E5000	EXPENDITURE TRANSFERS	123,250	(26)
		GRSCST	GROSS EXPENDITURES	5,026,224	2,291,841
		TOTEXP	TOTAL EXPENDITURES	5,149,474	2,291,815
		R9200	LICENSE/PERMIT/FRANCHISES	169,000	73,523
		R9600	CHARGES FOR SERVICES	408,579	55,320
		R9800	MISCELLANEOUS REVENUE		1,000
		TOTREV	GROSS REVENUE	577,579	129,843
		NETCOST	NET COUNTY COST (NCC)	4,571,895	2,161,972
100300	**01**	0007	BOARD MITIGATION PROGRAMS		
		E2000	SERVICES AND SUPPLIES	2,094,430	398,999
		E3000	OTHER CHARGES	505,085	
		E5000	EXPENDITURE TRANSFERS		(185,494)
		GRSCST	GROSS EXPENDITURES	2,599,515	398,999
		TOTEXP	TOTAL EXPENDITURES	2,599,515	213,505
		R9100	TAXES OTHER THAN CUR PROP	725,000	189,554
		R9600	CHARGES FOR SERVICES	960,000	985,047
		TOTREV	GROSS REVENUE	1,685,000	1,174,600
		NETCOST	NET COUNTY COST (NCC)	914,515	(961,095)
100300	**01**	0036	PERSONNEL MERIT BOARD		
		E1000	SALARIES AND BENEFITS	42,496	4,259
		E2000	SERVICES AND SUPPLIES	44,354	3,728
		GRSCST	GROSS EXPENDITURES	86,850	7,987
		TOTEXP	TOTAL EXPENDITURES	86,850	7,987
		R9600	CHARGES FOR SERVICES	30,959	
		TOTREV	GROSS REVENUE	30,959	
		NETCOST	NET COUNTY COST (NCC)	55,891	7,987
100300	**02**	0025	MANAGEMENT INFO SYSTEMS		
		E1000	SALARIES AND BENEFITS	25,248	
		E2000	SERVICES AND SUPPLIES	1,400,423	475,275
		E3000	OTHER CHARGES	64,000	6,309
		E5000	EXPENDITURE TRANSFERS	(100,000)	
		GRSCST	GROSS EXPENDITURES	1,489,671	481,583
		TOTEXP	TOTAL EXPENDITURES	1,389,671	481,583
		R9600	CHARGES FOR SERVICES	200,000	209,827
		R9800	MISCELLANEOUS REVENUE		250,440
		TOTREV	GROSS REVENUE	200,000	460,267
		NETCOST	NET COUNTY COST (NCC)	1,189,671	21,316
100300	**02**	0135	ECONOMIC PROMOTION		
		E2000	SERVICES AND SUPPLIES	54,573	35,989
		GRSCST	GROSS EXPENDITURES	54,573	35,989
		TOTEXP	TOTAL EXPENDITURES	54,573	35,989
		R9500	INTERGOVERNMENTAL REVENUE		12,600
		TOTREV	GROSS REVENUE		12,600
		NETCOST	NET COUNTY COST (NCC)	54,573	23,389

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
100300	**02**	0145	EMPLOYEE/RETIREE BENEFITS		
		E1000	SALARIES AND BENEFITS	1,340,524	642,815
		E2000	SERVICES AND SUPPLIES	2,029,102	701,035
		E4000	FIXED ASSETS	89,000	
		GRSCST	GROSS EXPENDITURES	3,458,626	1,343,851
		TOTEXP	TOTAL EXPENDITURES	3,458,626	1,343,851
		R9800	MISCELLANEOUS REVENUE		133,328
		TOTREV	GROSS REVENUE		133,328
		NETCOST	NET COUNTY COST (NCC)	3,458,626	1,210,523
100300	**02**	0150	INSURANCE AND RISK MGMT		
		E1000	SALARIES AND BENEFITS	3,961,545	1,777,704
		E2000	SERVICES AND SUPPLIES	5,049,128	(491,868)
		E3000	OTHER CHARGES	3,099,721	5,996,491
		E4000	FIXED ASSETS	73,393	
		E5000	EXPENDITURE TRANSFERS	23,853	11,257
		GRSCST	GROSS EXPENDITURES	12,183,787	7,282,327
		TOTEXP	TOTAL EXPENDITURES	12,207,640	7,293,584
		R9200	LICENSE/PERMIT/FRANCHISES	468,000	205,892
		R9800	MISCELLANEOUS REVENUE	6,311,967	1,961,711
		TOTREV	GROSS REVENUE	6,779,967	2,167,603
		NETCOST	NET COUNTY COST (NCC)	5,427,673	5,125,981
100300	**02**	0790	NOTES & WARRANTS INTEREST		
		E2000	SERVICES AND SUPPLIES	100,000	(7,010)
		E3000	OTHER CHARGES		2,264,070
		GRSCST	GROSS EXPENDITURES	100,000	2,257,060
		TOTEXP	TOTAL EXPENDITURES	100,000	2,257,060
		NETCOST	NET COUNTY COST (NCC)	100,000	2,257,060
135000	**02**	0791	RETIREMENT UAAL BOND FUND		
		E2000	SERVICES AND SUPPLIES	4,211,645	
		E3000	OTHER CHARGES	55,312,572	
		GRSCST	GROSS EXPENDITURES	59,524,217	
		TOTEXP	TOTAL EXPENDITURES	59,524,217	
		R9400	USE OF MONEY & PROPERTY	900,000	
		R9800	MISCELLANEOUS REVENUE	55,312,572	26,332,561
		TOTREV	GROSS REVENUE	56,212,572	26,332,561
		NETCOST	NET COUNTY COST (NCC)	3,311,645	(26,332,561)
115000	**02**	0792	NOTES & WARRANTS INTEREST		
		E2000	SERVICES AND SUPPLIES	2,000	(2,593)
		E3000	OTHER CHARGES	198,000	837,396
		GRSCST	GROSS EXPENDITURES	200,000	834,803
		TOTEXP	TOTAL EXPENDITURES	200,000	834,803
		NETCOST	NET COUNTY COST (NCC)	200,000	834,803
135200	**02**	0793	RET LITGTN STLMNT DBT SVC		
		E3000	OTHER CHARGES	2,759,911	
		GRSCST	GROSS EXPENDITURES	2,759,911	
		TOTEXP	TOTAL EXPENDITURES	2,759,911	
		R9800	MISCELLANEOUS REVENUE	2,759,911	1,149,963
		TOTREV	GROSS REVENUE	2,759,911	1,149,963

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		NETCOST	NET COUNTY COST (NCC)	0	(1,149,963)
100300	**03**	0002	CLERK OF THE BOARD		
		E1000	SALARIES AND BENEFITS	592,034	300,609
		E2000	SERVICES AND SUPPLIES	57,905	34,747
		E5000	EXPENDITURE TRANSFERS	(63,168)	(4)
		GRSCST	GROSS EXPENDITURES	649,939	335,356
		TOTEXP	TOTAL EXPENDITURES	586,771	335,352
		R9200	LICENSE/PERMIT/FRANCHISES	58,000	25,517
		R9500	INTERGOVERNMENTAL REVENUE		492
		R9600	CHARGES FOR SERVICES	102,896	10,528
		TOTREV	GROSS REVENUE	160,896	36,536
		NETCOST	NET COUNTY COST (NCC)	425,875	298,816
100300	**03**	0003	COUNTY ADMINISTRATOR		
		E1000	SALARIES AND BENEFITS	4,725,080	1,990,381
		E2000	SERVICES AND SUPPLIES	1,190,866	528,915
		E3000	OTHER CHARGES		38
		E4000	FIXED ASSETS	150,000	45,111
		E5000	EXPENDITURE TRANSFERS	(1,360,016)	(298,641)
		GRSCST	GROSS EXPENDITURES	6,065,946	2,564,445
		TOTEXP	TOTAL EXPENDITURES	4,705,930	2,265,805
		R9200	LICENSE/PERMIT/FRANCHISES	103,317	6,599
		R9600	CHARGES FOR SERVICES	334,498	27,199
		R9800	MISCELLANEOUS REVENUE		52
		TOTREV	GROSS REVENUE	437,815	33,850
		NETCOST	NET COUNTY COST (NCC)	4,268,115	2,231,955
100300	**03**	0004	CROCKETT-RODEO REVENUES		
		E2000	SERVICES AND SUPPLIES	418,137	
		E3000	OTHER CHARGES	222,330	
		GRSCST	GROSS EXPENDITURES	640,467	
		TOTEXP	TOTAL EXPENDITURES	640,467	
		NETCOST	NET COUNTY COST (NCC)	640,467	0
100300	**03**	0018	COUNTY-STATE-WCCHCD IGT		
		R9800	MISCELLANEOUS REVENUE	2,500,000	
		TOTREV	GROSS REVENUE	2,500,000	
		NETCOST	NET COUNTY COST (NCC)	(2,500,000)	0
100300	**03**	0026	REVENUE COLLECTIONS		
		E1000	SALARIES AND BENEFITS	2,672,032	1,443,551
		E2000	SERVICES AND SUPPLIES	711,556	394,993
		E3000	OTHER CHARGES	5,100	(2,016)
		E4000	FIXED ASSETS	20,000	
		E5000	EXPENDITURE TRANSFERS	(495,000)	(160,310)
		GRSCST	GROSS EXPENDITURES	3,408,688	1,836,529
		TOTEXP	TOTAL EXPENDITURES	2,913,688	1,676,219
		R9300	FINES/FORFEITS/PENALTIES	215,000	130,976
		R9600	CHARGES FOR SERVICES	1,955,240	820,801
		TOTREV	GROSS REVENUE	2,170,240	951,777
		NETCOST	NET COUNTY COST (NCC)	743,448	724,442

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
100300	**03**	0059	COMMUNITY ACCESS TV		
		E2000	SERVICES AND SUPPLIES	2,885,382	226,896
		GRSCST	GROSS EXPENDITURES	2,885,382	226,896
		TOTEXP	TOTAL EXPENDITURES	2,885,382	226,896
		R9200	LICENSE/PERMIT/FRANCHISES	795,000	363,450
		R9600	CHARGES FOR SERVICES		10,123
		R9800	MISCELLANEOUS REVENUE		128,880
		TOTREV	GROSS REVENUE	795,000	502,452
		NETCOST	NET COUNTY COST (NCC)	2,090,382	(275,556)
100300	**03**	0147	INFORMATION TECHNOLOGY		
		E1000	SALARIES AND BENEFITS	9,218,770	4,526,546
		E2000	SERVICES AND SUPPLIES	3,843,611	1,309,818
		E3000	OTHER CHARGES	527,262	298,064
		E4000	FIXED ASSETS	3,000	
		E5000	EXPENDITURE TRANSFERS	(9,973,872)	(3,842,815)
		GRSCST	GROSS EXPENDITURES	13,592,643	6,134,428
		TOTEXP	TOTAL EXPENDITURES	3,618,771	2,291,613
		R9600	CHARGES FOR SERVICES	3,281,821	1,357,875
		TOTREV	GROSS REVENUE	3,281,821	1,357,875
		NETCOST	NET COUNTY COST (NCC)	336,950	933,738
100300	**03**	0060	TELECOMMUNICATIONS		
		E1000	SALARIES AND BENEFITS	2,451,352	1,085,010
		E2000	SERVICES AND SUPPLIES	3,443,502	1,412,496
		E3000	OTHER CHARGES	1,046,786	590,457
		E4000	FIXED ASSETS		19,372
		E5000	EXPENDITURE TRANSFERS	(4,000,885)	(2,020,770)
		GRSCST	GROSS EXPENDITURES	6,941,640	3,107,336
		TOTEXP	TOTAL EXPENDITURES	2,940,755	1,086,566
		R9400	USE OF MONEY & PROPERTY	567,581	274,786
		R9600	CHARGES FOR SERVICES	2,264,707	1,099,465
		TOTREV	GROSS REVENUE	2,832,288	1,374,251
		NETCOST	NET COUNTY COST (NCC)	108,467	(287,685)
100300	**03**	0235	LAW & JUSTICE SYSTEMS DEV		
		E1000	SALARIES AND BENEFITS	254,103	132,438
		E2000	SERVICES AND SUPPLIES	201,576	78,457
		E5000	EXPENDITURE TRANSFERS	17,808	30,000
		GRSCST	GROSS EXPENDITURES	455,679	210,895
		TOTEXP	TOTAL EXPENDITURES	473,487	240,895
		R9600	CHARGES FOR SERVICES	140,231	(26,702)
		R9800	MISCELLANEOUS REVENUE	29,472	
		TOTREV	GROSS REVENUE	169,703	(26,702)
		NETCOST	NET COUNTY COST (NCC)	303,784	267,597
134000	**03**	0272	AVA SERVICE AUTHORITY		
		E2000	SERVICES AND SUPPLIES	1,001,184	211,031
		E5000	EXPENDITURE TRANSFERS		20,173
		GRSCST	GROSS EXPENDITURES	1,001,184	211,031
		TOTEXP	TOTAL EXPENDITURES	1,001,184	231,204
		R9500	INTERGOVERNMENTAL REVENUE	885,000	
		R9800	MISCELLANEOUS REVENUE		233,539

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		TOTREV	GROSS REVENUE	885,000	233,539
		NETCOST	NET COUNTY COST (NCC)	116,184	(2,335)
100300	**03**	0356	LOCAL AGENCY FORMATION		
		E3000	OTHER CHARGES	179,587	179,587
		GRSCST	GROSS EXPENDITURES	179,587	179,587
		TOTEXP	TOTAL EXPENDITURES	179,587	179,587
		NETCOST	NET COUNTY COST (NCC)	179,587	179,587
100300	**03**	0581	ZERO TLRNCE DOM VIOL INIT		
		E2000	SERVICES AND SUPPLIES	2,042,470	349,894
		GRSCST	GROSS EXPENDITURES	2,042,470	349,894
		TOTEXP	TOTAL EXPENDITURES	2,042,470	349,894
		R9500	INTERGOVERNMENTAL REVENUE	236,000	288,000
		TOTREV	GROSS REVENUE	236,000	288,000
		NETCOST	NET COUNTY COST (NCC)	1,806,470	61,894
112500	**03**	0585	DOM VIOLENCE VICTIM ASIST		
		E2000	SERVICES AND SUPPLIES		61,210
		E5000	EXPENDITURE TRANSFERS	148,682	
		GRSCST	GROSS EXPENDITURES		61,210
		TOTEXP	TOTAL EXPENDITURES	148,682	61,210
		R9200	LICENSE/PERMIT/FRANCHISES	98,008	59,018
		R9300	FINES/FORFEITS/PENALTIES	36,000	18,238
		TOTREV	GROSS REVENUE	134,008	77,256
		NETCOST	NET COUNTY COST (NCC)	14,674	(16,046)
112700	**03**	0586	ZERO TOLRNCE-DOM VIOLENCE		
		E1000	SALARIES AND BENEFITS	208,756	100,949
		E2000	SERVICES AND SUPPLIES	249,657	49,184
		E3000	OTHER CHARGES	13,110	3,351
		GRSCST	GROSS EXPENDITURES	471,523	153,483
		TOTEXP	TOTAL EXPENDITURES	471,523	153,483
		R9400	USE OF MONEY & PROPERTY		635
		R9600	CHARGES FOR SERVICES	300,000	143,150
		TOTREV	GROSS REVENUE	300,000	143,786
		NETCOST	NET COUNTY COST (NCC)	171,523	9,697
100300	**04**	0005	REVENUE - GENERAL COUNTY		
		E2000	SERVICES AND SUPPLIES		5
		GRSCST	GROSS EXPENDITURES		5
		TOTEXP	TOTAL EXPENDITURES		5
		R8980	FUND BALANCE	10,003,922	
		R9000	TAXES CURRENT PROPERTY	291,834,671	180,741,620
		R9100	TAXES OTHER THAN CUR PROP	19,836,000	7,264,189
		R9200	LICENSE/PERMIT/FRANCHISES	9,171,683	1,547,845
		R9300	FINES/FORFEITS/PENALTIES	9,490,000	50,860
		R9400	USE OF MONEY & PROPERTY	5,000,000	3,531,204
		R9500	INTERGOVERNMENTAL REVENUE	5,330,000	1,766,246
		R9600	CHARGES FOR SERVICES	7,717,000	1,525,095
		R9800	MISCELLANEOUS REVENUE	390,563	436,297
		TOTREV	GROSS REVENUE	358,773,839	196,863,356
		NETCOST	NET COUNTY COST (NCC)	(358,773,839)	(196,863,351)

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
100300	**05**	0035	HUMAN RESOURCES		
		E1000	SALARIES AND BENEFITS	5,524,821	2,258,821
		E2000	SERVICES AND SUPPLIES	4,143,152	1,641,970
		E4000	FIXED ASSETS		18,999
		E5000	EXPENDITURE TRANSFERS	(961,681)	(127,900)
		GRSCST	GROSS EXPENDITURES	9,667,973	3,919,790
		TOTEXP	TOTAL EXPENDITURES	8,706,292	3,791,890
		R9200	LICENSE/PERMIT/FRANCHISES	210,420	92,572
		R9600	CHARGES FOR SERVICES	2,890,581	353,385
		R9800	MISCELLANEOUS REVENUE	3,301,476	1,287,216
		TOTREV	GROSS REVENUE	6,402,477	1,733,174
		NETCOST	NET COUNTY COST (NCC)	2,303,815	2,058,716
100300	**05**	0038	CHILD CARE		
		E2000	SERVICES AND SUPPLIES	816,651	
		E5000	EXPENDITURE TRANSFERS	(31,163)	(13,562)
		GRSCST	GROSS EXPENDITURES	816,651	
		TOTEXP	TOTAL EXPENDITURES	785,488	(13,562)
		R9600	CHARGES FOR SERVICES	11,594	4,583
		TOTREV	GROSS REVENUE	11,594	4,583
		NETCOST	NET COUNTY COST (NCC)	773,894	(18,145)
115000	**10**	0009	REVENUE-AUTOMATED SYS DEV		
		R9400	USE OF MONEY & PROPERTY	200,000	1,125,129
		TOTREV	GROSS REVENUE	200,000	1,125,129
		NETCOST	NET COUNTY COST (NCC)	(200,000)	(1,125,129)
100300	**10**	0010	AUDITOR - CONTROLLER		
		E1000	SALARIES AND BENEFITS	6,591,382	3,138,208
		E2000	SERVICES AND SUPPLIES	1,738,618	734,799
		E3000	OTHER CHARGES		600
		E5000	EXPENDITURE TRANSFERS	(322,000)	(82,279)
		GRSCST	GROSS EXPENDITURES	8,330,000	3,873,606
		TOTEXP	TOTAL EXPENDITURES	8,008,000	3,791,327
		R9600	CHARGES FOR SERVICES	4,470,991	1,564,378
		R9800	MISCELLANEOUS REVENUE	170,000	2,888
		TOTREV	GROSS REVENUE	4,640,991	1,567,266
		NETCOST	NET COUNTY COST (NCC)	3,367,009	2,224,061
115000	**10**	0011	AUTOMATED SYSTEMS DVLPMNT		
		E5000	EXPENDITURE TRANSFERS	170,000	
		TOTEXP	TOTAL EXPENDITURES	170,000	
		NETCOST	NET COUNTY COST (NCC)	170,000	0
100300	**11**	0080	MINOR CAP IMPROVEMENTS		
		E2000	SERVICES AND SUPPLIES	487,866	33,368
		GRSCST	GROSS EXPENDITURES	487,866	33,368
		TOTEXP	TOTAL EXPENDITURES	487,866	33,368
		R9300	FINES/FORFEITS/PENALTIES		1,900
		TOTREV	GROSS REVENUE		1,900
		NETCOST	NET COUNTY COST (NCC)	487,866	31,468

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
100300	**11**	0111	PLANT ACQUIS-GENERAL FUND		
		E4000	FIXED ASSETS	18,785,728	5,015,507
		GRSCST	GROSS EXPENDITURES	18,785,728	5,015,507
		TOTEXP	TOTAL EXPENDITURES	18,785,728	5,015,507
		R9300	FINES/FORFEITS/PENALTIES		600
		R9500	INTERGOVERNMENTAL REVENUE	4,679,664	
		R9800	MISCELLANEOUS REVENUE	672,786	195,573
		TOTREV	GROSS REVENUE	5,352,450	196,173
		NETCOST	NET COUNTY COST (NCC)	13,433,278	4,819,334
110600	**11**	0119	CRIM JUST FACILITY CNSTRN		
		E2000	SERVICES AND SUPPLIES	180,788	
		E3000	OTHER CHARGES	1,220,000	996,412
		E4000	FIXED ASSETS	1,360,129	
		GRSCST	GROSS EXPENDITURES	2,760,917	996,412
		TOTEXP	TOTAL EXPENDITURES	2,760,917	996,412
		R9300	FINES/FORFEITS/PENALTIES	1,285,000	498,860
		R9400	USE OF MONEY & PROPERTY		5,077
		TOTREV	GROSS REVENUE	1,285,000	503,937
		NETCOST	NET COUNTY COST (NCC)	1,475,917	492,475
110700	**11**	0122	COURTHOUSE CONSTRUCTION		
		E3000	OTHER CHARGES	1,370,500	223,392
		GRSCST	GROSS EXPENDITURES	1,370,500	223,392
		TOTEXP	TOTAL EXPENDITURES	1,370,500	223,392
		R9300	FINES/FORFEITS/PENALTIES	1,063,000	421,562
		R9400	USE OF MONEY & PROPERTY	(20,000)	(26)
		R9500	INTERGOVERNMENTAL REVENUE	327,500	
		TOTREV	GROSS REVENUE	1,370,500	421,536
		NETCOST	NET COUNTY COST (NCC)	0	(198,144)
105900	**11**	0130	ELLINWOOD TENANT IMPS		
		E3000	OTHER CHARGES		21,916
		E4000	FIXED ASSETS		7,454,119
		GRSCST	GROSS EXPENDITURES		7,476,035
		TOTEXP	TOTAL EXPENDITURES		7,476,035
		R9800	MISCELLANEOUS REVENUE	9,095,293	30,000
		TOTREV	GROSS REVENUE	9,095,293	30,000
		NETCOST	NET COUNTY COST (NCC)	(9,095,293)	7,446,035
100300	**15**	0015	TREASURER-TAX COLLECTOR		
		E1000	SALARIES AND BENEFITS	3,817,124	1,678,832
		E2000	SERVICES AND SUPPLIES	1,481,288	751,315
		E3000	OTHER CHARGES	10,000	15,238
		E5000	EXPENDITURE TRANSFERS		(2,700)
		GRSCST	GROSS EXPENDITURES	5,308,412	2,445,384
		TOTEXP	TOTAL EXPENDITURES	5,308,412	2,442,684
		R9300	FINES/FORFEITS/PENALTIES	610,000	337,570
		R9600	CHARGES FOR SERVICES	2,548,500	1,438,853
		R9800	MISCELLANEOUS REVENUE	272,000	115,729
		TOTREV	GROSS REVENUE	3,430,500	1,892,151
		NETCOST	NET COUNTY COST (NCC)	1,877,912	550,533

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
100300	**16**	0016	ASSESSOR		
		E1000	SALARIES AND BENEFITS	14,562,969	6,887,778
		E2000	SERVICES AND SUPPLIES	2,022,771	862,996
		E3000	OTHER CHARGES	4,900	2,500
		E4000	FIXED ASSETS	10,044	
		E5000	EXPENDITURE TRANSFERS	(254,784)	8,730
		GRSCST	GROSS EXPENDITURES	16,600,684	7,753,274
		TOTEXP	TOTAL EXPENDITURES	16,345,900	7,762,003
		R9600	CHARGES FOR SERVICES	1,154,500	297,037
		R9800	MISCELLANEOUS REVENUE	258,000	17,597
		TOTREV	GROSS REVENUE	1,412,500	314,634
		NETCOST	NET COUNTY COST (NCC)	14,933,400	7,447,369
115100	**16**	0017	PROPERTY TAX ADMIN		
		E5000	EXPENDITURE TRANSFERS	2,963,181	
		TOTEXP	TOTAL EXPENDITURES	2,963,181	
		R9400	USE OF MONEY & PROPERTY		10,211
		TOTREV	GROSS REVENUE		10,211
		NETCOST	NET COUNTY COST (NCC)	2,963,181	(10,211)
100300	**16**	0019	ASSMT LITIGATION SVCS		
		E2000	SERVICES AND SUPPLIES		1,210,587
		GRSCST	GROSS EXPENDITURES		1,210,587
		TOTEXP	TOTAL EXPENDITURES		1,210,587
		NETCOST	NET COUNTY COST (NCC)	0	1,210,587
100300	**17**	0030	COUNTY COUNSEL		
		E1000	SALARIES AND BENEFITS	8,464,293	3,987,563
		E2000	SERVICES AND SUPPLIES	698,775	297,424
		E3000	OTHER CHARGES		34
		E5000	EXPENDITURE TRANSFERS	(3,846,367)	(1,046,192)
		GRSCST	GROSS EXPENDITURES	9,163,068	4,285,021
		TOTEXP	TOTAL EXPENDITURES	5,316,701	3,238,829
		R9200	LICENSE/PERMIT/FRANCHISES	125,888	
		R9600	CHARGES FOR SERVICES	3,367,192	1,391,980
		TOTREV	GROSS REVENUE	3,493,080	1,391,980
		NETCOST	NET COUNTY COST (NCC)	1,823,621	1,846,849
100300	**18**	0301	HLTH SVCS-DETENTION INMATES		
		E1000	SALARIES AND BENEFITS	10,736,302	5,267,973
		E2000	SERVICES AND SUPPLIES	8,145,637	3,970,353
		E3000	OTHER CHARGES		89
		E5000	EXPENDITURE TRANSFERS	(1,542,402)	(642,668)
		GRSCST	GROSS EXPENDITURES	18,881,939	9,238,414
		TOTEXP	TOTAL EXPENDITURES	17,339,537	8,595,747
		R9500	INTERGOVERNMENTAL REVENUE	131,012	75,770
		R9800	MISCELLANEOUS REVENUE	8,992	5,320
		TOTREV	GROSS REVENUE	140,004	81,090
		NETCOST	NET COUNTY COST (NCC)	17,199,533	8,514,657
100300	**18**	0450	HEALTH SVCS-PUBLIC HEALTH		
		E1000	SALARIES AND BENEFITS	33,049,895	16,236,597
		E2000	SERVICES AND SUPPLIES	11,084,075	5,161,254

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		E3000	OTHER CHARGES	(202,209)	
		E4000	FIXED ASSETS	110,235	
		E5000	EXPENDITURE TRANSFERS	(3,781,818)	(1,877,826)
		GRSCST	GROSS EXPENDITURES	44,041,996	21,397,850
		TOTEXP	TOTAL EXPENDITURES	40,260,178	19,520,025
		R9200	LICENSE/PERMIT/FRANCHISES	31,040	13,209
		R9300	FINES/FORFEITS/PENALTIES	20,409	3,635
		R9400	USE OF MONEY & PROPERTY	16,984	9,434
		R9500	INTERGOVERNMENTAL REVENUE	20,956,081	4,412,539
		R9600	CHARGES FOR SERVICES	4,767,541	2,230,388
		R9800	MISCELLANEOUS REVENUE	1,741,442	1,073,266
		TOTREV	GROSS REVENUE	27,533,497	7,742,471
		NETCOST	NET COUNTY COST (NCC)	12,726,681	11,777,554
100300	**18**	0451	CONSERVATOR/GUARDIANSHIP		
		E1000	SALARIES AND BENEFITS	1,827,243	1,072,298
		E2000	SERVICES AND SUPPLIES	316,485	256,746
		E5000	EXPENDITURE TRANSFERS	5,115	7,229
		GRSCST	GROSS EXPENDITURES	2,143,728	1,329,044
		TOTEXP	TOTAL EXPENDITURES	2,148,843	1,336,273
		R9500	INTERGOVERNMENTAL REVENUE	280,000	232,079
		R9600	CHARGES FOR SERVICES	57,295	9,677
		R9800	MISCELLANEOUS REVENUE	3,170	83
		TOTREV	GROSS REVENUE	340,465	241,840
		NETCOST	NET COUNTY COST (NCC)	1,808,378	1,094,433
100300	**18**	0452	HEALTH SVCS-ENVIRON HLTH		
		E1000	SALARIES AND BENEFITS	13,249,301	6,691,472
		E2000	SERVICES AND SUPPLIES	3,587,012	1,345,201
		E3000	OTHER CHARGES		3,200
		E4000	FIXED ASSETS	47,039	8,863
		E5000	EXPENDITURE TRANSFERS	191,147	93,107
		GRSCST	GROSS EXPENDITURES	16,883,352	8,048,736
		TOTEXP	TOTAL EXPENDITURES	17,074,499	8,141,843
		R9200	LICENSE/PERMIT/FRANCHISES	75,000	54,843
		R9300	FINES/FORFEITS/PENALTIES	250,000	172,855
		R9500	INTERGOVERNMENTAL REVENUE	150,000	(13,506)
		R9600	CHARGES FOR SERVICES	16,787,128	4,479,384
		R9800	MISCELLANEOUS REVENUE	75,000	72,029
		TOTREV	GROSS REVENUE	17,337,128	4,765,605
		NETCOST	NET COUNTY COST (NCC)	(262,629)	3,376,238
100300	**18**	0460	HLTH SVC-CALIF CHILD SVCS		
		E1000	SALARIES AND BENEFITS	6,479,994	3,227,933
		E2000	SERVICES AND SUPPLIES	1,129,978	816,140
		E3000	OTHER CHARGES	202,209	
		GRSCST	GROSS EXPENDITURES	7,812,181	4,044,073
		TOTEXP	TOTAL EXPENDITURES	7,812,181	4,044,073
		R9500	INTERGOVERNMENTAL REVENUE	6,230,322	779,475
		R9600	CHARGES FOR SERVICES	313,654	262,716
		R9800	MISCELLANEOUS REVENUE	262	60
		TOTREV	GROSS REVENUE	6,544,238	1,042,251
		NETCOST	NET COUNTY COST (NCC)	1,267,943	3,001,822

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
100300	**18**	0463	HSD HOMELESS PROGRAM		
		E1000	SALARIES AND BENEFITS	626,280	265,571
		E2000	SERVICES AND SUPPLIES	3,866,829	2,204,762
		E5000	EXPENDITURE TRANSFERS	(1,223,373)	(155,959)
		GRSCST	GROSS EXPENDITURES	4,493,109	2,470,333
		TOTEXP	TOTAL EXPENDITURES	3,269,736	2,314,374
		R9200	LICENSE/PERMIT/FRANCHISES	5,000	
		R9400	USE OF MONEY & PROPERTY	7,200	3,600
		R9500	INTERGOVERNMENTAL REVENUE	2,305,362	204,790
		R9800	MISCELLANEOUS REVENUE	212,261	31,656
		TOTREV	GROSS REVENUE	2,529,823	240,046
		NETCOST	NET COUNTY COST (NCC)	739,913	2,074,328
100300	**18**	0465	HLTH SVS-HOSPITAL SUBSIDY		
		E3000	OTHER CHARGES	64,465,544	32,232,773
		GRSCST	GROSS EXPENDITURES	64,465,544	32,232,773
		TOTEXP	TOTAL EXPENDITURES	64,465,544	32,232,773
		NETCOST	NET COUNTY COST (NCC)	64,465,544	32,232,773
100300	**18**	0466	ALCOHOL & OTHER DRUGS SVC		
		E1000	SALARIES AND BENEFITS	4,528,006	2,097,927
		E2000	SERVICES AND SUPPLIES	12,459,581	5,333,387
		E3000	OTHER CHARGES	19,491	496
		E5000	EXPENDITURE TRANSFERS	(1,032,774)	(274,758)
		GRSCST	GROSS EXPENDITURES	17,007,078	7,431,809
		TOTEXP	TOTAL EXPENDITURES	15,974,304	7,157,051
		R9300	FINES/FORFEITS/PENALTIES	442,653	170,973
		R9400	USE OF MONEY & PROPERTY	160,884	94,551
		R9500	INTERGOVERNMENTAL REVENUE	9,173,712	5,467,983
		R9600	CHARGES FOR SERVICES	3,696,071	1,541,157
		R9800	MISCELLANEOUS REVENUE	2,115,649	350,538
		TOTREV	GROSS REVENUE	15,588,969	7,625,202
		NETCOST	NET COUNTY COST (NCC)	385,335	(468,151)
100300	**18**	0467	HLTH SERVICES-MNTL HLTH		
		E1000	SALARIES AND BENEFITS	35,918,066	18,826,862
		E2000	SERVICES AND SUPPLIES	79,758,466	38,778,381
		E3000	OTHER CHARGES	1,524,237	717,172
		E4000	FIXED ASSETS	57,963	
		E5000	EXPENDITURE TRANSFERS	(2,861,360)	(731,813)
		GRSCST	GROSS EXPENDITURES	117,258,732	58,322,415
		TOTEXP	TOTAL EXPENDITURES	114,397,372	57,590,602
		R9200	LICENSE/PERMIT/FRANCHISES	70,000	19,221
		R9400	USE OF MONEY & PROPERTY	283,449	182,120
		R9500	INTERGOVERNMENTAL REVENUE	66,564,780	12,475,170
		R9600	CHARGES FOR SERVICES	33,047,144	7,835,139
		R9800	MISCELLANEOUS REVENUE	3,110,910	(859,995)
		TOTREV	GROSS REVENUE	103,076,283	19,651,654
		NETCOST	NET COUNTY COST (NCC)	11,321,089	37,938,948
113700	**18**	0468	HLTH SVCS-CHIP AB75 TOBACCO		
		E2000	SERVICES AND SUPPLIES		(200,581)

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		E5000	EXPENDITURE TRANSFERS		151,795
		GRSCST	GROSS EXPENDITURES		(200,581)
		TOTEXP	TOTAL EXPENDITURES		(48,786)
		R9400	USE OF MONEY & PROPERTY		460
		R9500	INTERGOVERNMENTAL REVENUE		(48,786)
		TOTREV	GROSS REVENUE		(48,326)
		NETCOST	NET COUNTY COST (NCC)	0	(460)
113700	**18**	0469	HLTH-CHIP/AB75 TOBACCO		
		E2000	SERVICES AND SUPPLIES	75,741	
		E5000	EXPENDITURE TRANSFERS	818,812	
		GRSCST	GROSS EXPENDITURES	75,741	
		TOTEXP	TOTAL EXPENDITURES	894,553	
		R9500	INTERGOVERNMENTAL REVENUE	894,553	
		TOTREV	GROSS REVENUE	894,553	
113500	**18**	0471	EMERGENCY MEDICAL SVCS		
		E2000	SERVICES AND SUPPLIES	2,051,656	631,613
		GRSCST	GROSS EXPENDITURES	2,051,656	631,613
		TOTEXP	TOTAL EXPENDITURES	2,051,656	631,613
		R9300	FINES/FORFEITS/PENALTIES	1,650,006	555,348
		R9400	USE OF MONEY & PROPERTY	8,734	322
		R9800	MISCELLANEOUS REVENUE	315,123	151,795
		TOTREV	GROSS REVENUE	1,973,863	707,466
		NETCOST	NET COUNTY COST (NCC)	77,793	(75,853)
113600	**18**	0470	PROP 36-SUB ABUSE CP ACT		
		E2000	SERVICES AND SUPPLIES	323,388	
		E3000	OTHER CHARGES	60,000	
		E5000	EXPENDITURE TRANSFERS	2,145,012	538,406
		GRSCST	GROSS EXPENDITURES	383,388	
		TOTEXP	TOTAL EXPENDITURES	2,528,400	538,406
		R9400	USE OF MONEY & PROPERTY	98,780	2,038
		R9500	INTERGOVERNMENTAL REVENUE	2,278,533	2,120,112
		TOTREV	GROSS REVENUE	2,377,313	2,122,150
		NETCOST	NET COUNTY COST (NCC)	151,087	(1,583,744)
114600	**18**	0475	PROP 63 MH SVCS ACCT		
		E2000	SERVICES AND SUPPLIES	9,006,670	
		GRSCST	GROSS EXPENDITURES	9,006,670	
		TOTEXP	TOTAL EXPENDITURES	9,006,670	
		R9400	USE OF MONEY & PROPERTY		61,544
		R9500	INTERGOVERNMENTAL REVENUE		5,723,684
		TOTREV	GROSS REVENUE		5,785,228
		NETCOST	NET COUNTY COST (NCC)	9,006,670	(5,785,228)
145000	**18**	0540	HLTH SVS-HOSPITAL ENTRPSE		
		E1000	SALARIES AND BENEFITS	254,662,234	125,977,439
		E2000	SERVICES AND SUPPLIES	87,625,337	47,255,918
		GRSCST	GROSS EXPENDITURES	342,287,571	173,233,356
		TOTEXP	TOTAL EXPENDITURES	342,287,571	173,233,356
		R8110	MEDICARE PATIENT SERVICES	26,868,668	17,907,244
		R8120	MEDI-CAL PATIENT SERVICES	119,950,476	69,676,358

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		R8130	HLTH PLAN PATIENT SVCS	77,792,219	54,360,401
		R8140	PRIVATE PAY PATIENT SVCS	6,897,496	6,503,645
		R8160	INTERDEPT PATIENT SVCS	3,907,800	2,544,247
		R8180	OTHER PATIENT SVCS		(5,280)
		R8200	OTHER HOSPITAL REVENUES	5,840,193	1,838,610
		R8270	CHARGES TO GEN FUND UNITS	21,269,027	10,452,101
		R8300	EXTERNAL HEALTH PLAN REVENUE	18,429,234	6,599,340
		R8380	ENTERPRISE FUND SUBSIDY	61,071,724	29,496,827
		R8800	SCHOOLS FUNDS REVENUE	260,734	
		TOTREV	GROSS REVENUE	342,287,571	199,373,493
		NETCOST	NET COUNTY COST (NCC)	0	(26,140,137)
145000	**18**	0853	HOSPITIAL FIXED ASSETS		
		E2000	SERVICES AND SUPPLIES		5,581
		E3000	OTHER CHARGES	5,492,255	2,623,572
		E4000	FIXED ASSETS	8,016,000	2,257,708
		GRSCST	GROSS EXPENDITURES	13,508,255	4,886,862
		TOTEXP	TOTAL EXPENDITURES	13,508,255	4,886,862
		R8120	MEDI-CAL PATIENT SERVICES	3,093,255	
		R8200	OTHER HOSPITAL REVENUES	10,415,000	1,547,446
		TOTREV	GROSS REVENUE	13,508,255	1,547,446
		NETCOST	NET COUNTY COST (NCC)	0	3,339,416
146000	**18**	0860	CONTRA COSTA HEALTH PLAN		
		E1000	SALARIES AND BENEFITS	11,227,824	5,876,518
		E2000	SERVICES AND SUPPLIES	72,365,587	34,592,788
		E3000	OTHER CHARGES	5,335,750	2,352,867
		GRSCST	GROSS EXPENDITURES	88,929,161	42,822,173
		TOTEXP	TOTAL EXPENDITURES	88,929,161	42,822,173
		R8300	EXTERNAL HEALTH PLAN REVENUE	88,929,161	36,159,272
		TOTREV	GROSS REVENUE	88,929,161	36,159,272
		NETCOST	NET COUNTY COST (NCC)	0	6,662,901
146100	**18**	0861	CCHP-COMMUNITY PLAN		
		E1000	SALARIES AND BENEFITS		447
		E2000	SERVICES AND SUPPLIES	101,556,892	52,244,731
		GRSCST	GROSS EXPENDITURES	101,556,892	52,245,178
		TOTEXP	TOTAL EXPENDITURES	101,556,892	52,245,178
		R8200	OTHER HOSPITAL REVENUES	4,607,760	(129,470)
		R8300	EXTERNAL HEALTH PLAN REVENUE	91,477,242	38,199,214
		R8380	ENTERPRISE FUND SUBSIDY	3,393,820	2,735,946
		R8980	FUND BALANCE	2,078,070	
		TOTREV	GROSS REVENUE	101,556,892	40,805,690
		NETCOST	NET COUNTY COST (NCC)	0	11,439,488
146200	**18**	0862	MAJOR RISK MED INS BD PRGM		
		E2000	SERVICES AND SUPPLIES	1,233,645	418,724
		GRSCST	GROSS EXPENDITURES	1,233,645	418,724
		TOTEXP	TOTAL EXPENDITURES	1,233,645	418,724
		R8400	MAJOR RISK MED INS REVENUE	1,233,645	442,257
		TOTREV	GROSS REVENUE	1,233,645	442,257
		NETCOST	NET COUNTY COST (NCC)	0	(23,533)

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
146000	**18**	0863	HEALTH PLAN FIXED ASSETS		
		E3000	OTHER CHARGES	25,000	
		E4000	FIXED ASSETS	50,000	
		GRSCST	GROSS EXPENDITURES	75,000	
		TOTEXP	TOTAL EXPENDITURES	75,000	
		R8200	OTHER HOSPITAL REVENUES	75,000	
		TOTREV	GROSS REVENUE	75,000	
100300	**19**	0501	EHSD ADMINISTRATIVE SVCS		
		E1000	SALARIES AND BENEFITS	20,622,867	13,789,493
		E2000	SERVICES AND SUPPLIES	20,117,053	8,082,523
		E3000	OTHER CHARGES		365,279
		E4000	FIXED ASSETS	435,039	237,145
		E5000	EXPENDITURE TRANSFERS	(38,916,173)	(2,794,995)
		GRSCST	GROSS EXPENDITURES	41,174,959	22,474,440
		TOTEXP	TOTAL EXPENDITURES	2,258,786	19,679,445
		R9400	USE OF MONEY & PROPERTY		102,174
		R9500	INTERGOVERNMENTAL REVENUE	2,855,371	21,888
		R9800	MISCELLANEOUS REVENUE		796
		TOTREV	GROSS REVENUE	2,855,371	124,858
		NETCOST	NET COUNTY COST (NCC)	(596,585)	19,554,587
100300	**19**	0502	EHSD CHILDREN & FAMILY SVCS		
		E1000	SALARIES AND BENEFITS	40,546,920	21,767,087
		E2000	SERVICES AND SUPPLIES	29,225,119	9,509,150
		E3000	OTHER CHARGES	52,093,675	24,289,748
		E5000	EXPENDITURE TRANSFERS	(3,681,587)	(321,030)
		GRSCST	GROSS EXPENDITURES	121,865,714	55,565,984
		TOTEXP	TOTAL EXPENDITURES	118,184,127	55,244,954
		R9200	LICENSE/PERMIT/FRANCHISES	159,000	69,951
		R9400	USE OF MONEY & PROPERTY		12,000
		R9500	INTERGOVERNMENTAL REVENUE	100,470,716	30,805,225
		R9600	CHARGES FOR SERVICES		6,300
		R9800	MISCELLANEOUS REVENUE	62,247	312,522
		TOTREV	GROSS REVENUE	100,691,963	31,205,997
		NETCOST	NET COUNTY COST (NCC)	17,492,164	24,038,957
100300	**19**	0503	EHSD AGING & ADULT SVCS		
		E1000	SALARIES AND BENEFITS	36,401,650	17,059,626
		E2000	SERVICES AND SUPPLIES	46,253,608	10,676,183
		E3000	OTHER CHARGES	14,633,877	9,126,276
		E5000	EXPENDITURE TRANSFERS	(4,376,901)	5,263
		GRSCST	GROSS EXPENDITURES	97,289,135	36,862,085
		TOTEXP	TOTAL EXPENDITURES	92,912,234	36,867,347
		R9500	INTERGOVERNMENTAL REVENUE	90,109,776	14,578,631
		R9600	CHARGES FOR SERVICES	268,586	266,753
		R9800	MISCELLANEOUS REVENUE	275,000	164,105
		TOTREV	GROSS REVENUE	90,653,362	15,009,489
		NETCOST	NET COUNTY COST (NCC)	2,258,872	21,857,858
100300	**19**	0504	EHSD WORKFORCE SVCS		
		E1000	SALARIES AND BENEFITS	48,809,481	22,878,941
		E2000	SERVICES AND SUPPLIES	29,830,134	7,511,813

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		E3000	OTHER CHARGES	63,944,994	40,817,422
		E5000	EXPENDITURE TRANSFERS	(19,549,993)	10,629
		GRSCST	GROSS EXPENDITURES	142,584,609	71,208,176
		TOTEXP	TOTAL EXPENDITURES	123,034,616	71,218,805
		R9500	INTERGOVERNMENTAL REVENUE	115,389,490	34,898,130
		R9800	MISCELLANEOUS REVENUE		52,478
		TOTREV	GROSS REVENUE	115,389,490	34,950,608
		NETCOST	NET COUNTY COST (NCC)	7,645,126	36,268,197
132800	**19**	0505	COUNTY CHILDRENS		
		E2000	SERVICES AND SUPPLIES	378,358	64,126
		E3000	OTHER CHARGES		12,843
		GRSCST	GROSS EXPENDITURES	378,358	76,969
		TOTEXP	TOTAL EXPENDITURES	378,358	76,969
		R9600	CHARGES FOR SERVICES	201,579	108,757
		TOTREV	GROSS REVENUE	201,579	108,757
		NETCOST	NET COUNTY COST (NCC)	176,779	(31,788)
100300	**19**	0507	EHS - ANN ADLER CHILD & FMLY		
		E2000	SERVICES AND SUPPLIES	92,461	39,989
		GRSCST	GROSS EXPENDITURES	92,461	39,989
		TOTEXP	TOTAL EXPENDITURES	92,461	39,989
		R9800	MISCELLANEOUS REVENUE	92,461	79,495
		TOTREV	GROSS REVENUE	92,461	79,495
		NETCOST	NET COUNTY COST (NCC)	0	(39,506)
115500	**19**	0508	IHSS PUBLIC AUTHORITY		
		E1000	SALARIES AND BENEFITS	1,011,135	398,539
		E2000	SERVICES AND SUPPLIES	321,442	115,968
		E3000	OTHER CHARGES	419,343	145,363
		E5000	EXPENDITURE TRANSFERS	180,000	35,240
		GRSCST	GROSS EXPENDITURES	1,751,920	659,870
		TOTEXP	TOTAL EXPENDITURES	1,931,920	695,110
		R9500	INTERGOVERNMENTAL REVENUE	1,593,367	(23,490)
		R9800	MISCELLANEOUS REVENUE	364,260	5,000
		TOTREV	GROSS REVENUE	1,957,627	(18,490)
		NETCOST	NET COUNTY COST (NCC)	(25,707)	713,600
100300	**19**	0535	EHS SERVICE INTEGRATION		
		E2000	SERVICES AND SUPPLIES	986,833	70,529
		E3000	OTHER CHARGES		1,800
		E4000	FIXED ASSETS	5,000	
		E5000	EXPENDITURE TRANSFERS		(7,500)
		GRSCST	GROSS EXPENDITURES	991,833	72,329
		TOTEXP	TOTAL EXPENDITURES	991,833	64,829
		R9500	INTERGOVERNMENTAL REVENUE	29,700	
		R9800	MISCELLANEOUS REVENUE	812,045	172,046
		TOTREV	GROSS REVENUE	841,745	172,046
		NETCOST	NET COUNTY COST (NCC)	150,088	(107,217)
142500	**19**	0578	EHSD-COMMUNITY SERVICES		
		E1000	SALARIES AND BENEFITS	117,942	
		E2000	SERVICES AND SUPPLIES	27,682	(611)

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		E3000	OTHER CHARGES	193	193
		E5000	EXPENDITURE TRANSFERS	11,683	13,825
		GRSCST	GROSS EXPENDITURES	145,817	(417)
		TOTEXP	TOTAL EXPENDITURES	157,500	13,408
		R9800	MISCELLANEOUS REVENUE	157,500	5,019
		TOTREV	GROSS REVENUE	157,500	5,019
		NETCOST	NET COUNTY COST (NCC)	0	8,389
100300	**19**	0583	EHSD WFRC INVESTMENT BRD		
		E1000	SALARIES AND BENEFITS	2,434,893	1,269,096
		E2000	SERVICES AND SUPPLIES	3,569,064	1,508,830
		E3000	OTHER CHARGES	100,000	43,427
		E4000	FIXED ASSETS	35,000	
		E5000	EXPENDITURE TRANSFERS	(58,982)	856
		GRSCST	GROSS EXPENDITURES	6,138,957	2,821,353
		TOTEXP	TOTAL EXPENDITURES	6,079,975	2,822,209
		R9500	INTERGOVERNMENTAL REVENUE	6,033,477	1,289,634
		R9800	MISCELLANEOUS REVENUE	52,498	42,432
		TOTREV	GROSS REVENUE	6,085,975	1,332,066
		NETCOST	NET COUNTY COST (NCC)	(6,000)	1,490,143
114800	**19**	0584	COMM COLL CHILD DEV-DEPT		
		E1000	SALARIES AND BENEFITS	105,180	
		E2000	SERVICES AND SUPPLIES	5,813	921
		E3000	OTHER CHARGES	1,299	1,299
		E5000	EXPENDITURE TRANSFERS	1,608,439	857,118
		GRSCST	GROSS EXPENDITURES	112,292	2,221
		TOTEXP	TOTAL EXPENDITURES	1,720,731	859,339
		R9500	INTERGOVERNMENTAL REVENUE	1,436,561	600,019
		R9800	MISCELLANEOUS REVENUE	257,925	254,432
		TOTREV	GROSS REVENUE	1,694,486	854,451
		NETCOST	NET COUNTY COST (NCC)	26,245	4,888
100300	**19**	0588	COMMUNITY SERVICES		
		E1000	SALARIES AND BENEFITS	16,975,416	7,664,193
		E2000	SERVICES AND SUPPLIES	8,859,660	5,042,835
		E3000	OTHER CHARGES	14,295	21,464
		E4000	FIXED ASSETS	80,000	13,176
		E5000	EXPENDITURE TRANSFERS	8,080,463	3,222,638
		GRSCST	GROSS EXPENDITURES	25,929,371	12,741,667
		TOTEXP	TOTAL EXPENDITURES	34,009,834	15,964,305
		R9400	USE OF MONEY & PROPERTY	98,001	55,181
		R9500	INTERGOVERNMENTAL REVENUE	22,635,993	7,256,855
		R9800	MISCELLANEOUS REVENUE	11,020,534	7,029,958
		TOTREV	GROSS REVENUE	33,754,528	14,341,994
		NETCOST	NET COUNTY COST (NCC)	255,306	1,622,311
111600	**19**	0589	CHILD DEV-DEPT		
		E1000	SALARIES AND BENEFITS	9,097,304	3,217,631
		E2000	SERVICES AND SUPPLIES	2,300,560	930,017
		E3000	OTHER CHARGES	4,499,022	2,138,920
		E4000	FIXED ASSETS	50,000	
		E5000	EXPENDITURE TRANSFERS	9,719,452	3,993,924

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		GRSCST	GROSS EXPENDITURES	15,946,886	6,286,568
		TOTEXP	TOTAL EXPENDITURES	25,666,338	10,280,492
		R9400	USE OF MONEY & PROPERTY		(5,148)
		R9500	INTERGOVERNMENTAL REVENUE	18,018,013	8,992,322
		R9800	MISCELLANEOUS REVENUE	7,477,957	3,019,737
		TOTREV	GROSS REVENUE	25,495,970	12,006,911
		NETCOST	NET COUNTY COST (NCC)	170,368	(1,726,419)
100300	**20**	0202	TRIAL COURT PROGRAMS		
		E1000	SALARIES AND BENEFITS		2,690
		E2000	SERVICES AND SUPPLIES	3,069,816	595,431
		E3000	OTHER CHARGES	17,080,033	7,625,638
		E5000	EXPENDITURE TRANSFERS		142,924
		GRSCST	GROSS EXPENDITURES	20,149,849	8,223,759
		TOTEXP	TOTAL EXPENDITURES	20,149,849	8,366,683
		R9200	LICENSE/PERMIT/FRANCHISES	25,000	12,830
		R9300	FINES/FORFEITS/PENALTIES	3,047,724	1,132,078
		R9500	INTERGOVERNMENTAL REVENUE	100,000	61,214
		R9600	CHARGES FOR SERVICES	5,764,444	2,235,042
		R9800	MISCELLANEOUS REVENUE		1,387
		TOTREV	GROSS REVENUE	8,937,168	3,442,552
		NETCOST	NET COUNTY COST (NCC)	11,212,681	4,924,131
100300	**20**	0231	CHNG VENUE TRIALS IN CITY		
		E2000	SERVICES AND SUPPLIES		39
		GRSCST	GROSS EXPENDITURES		39
		TOTEXP	TOTAL EXPENDITURES		39
		NETCOST	NET COUNTY COST (NCC)	0	39
100300	**20**	0238	CIVIL GRAND JURY		
		E2000	SERVICES AND SUPPLIES	146,710	56,542
		E3000	OTHER CHARGES		474
		GRSCST	GROSS EXPENDITURES	146,710	57,016
		TOTEXP	TOTAL EXPENDITURES	146,710	57,016
		NETCOST	NET COUNTY COST (NCC)	146,710	57,016
100300	**20**	0239	CRIMINAL GRAND JURY		
		E2000	SERVICES AND SUPPLIES	50,000	22,623
		GRSCST	GROSS EXPENDITURES	50,000	22,623
		TOTEXP	TOTAL EXPENDITURES	50,000	22,623
		NETCOST	NET COUNTY COST (NCC)	50,000	22,623
100300	**22**	0246	DISPUTE RESOLUTION PROGRAM		
		E2000	SERVICES AND SUPPLIES	409,925	78,539
		E3000	OTHER CHARGES	10,000	1,960
		GRSCST	GROSS EXPENDITURES	419,925	80,499
		TOTEXP	TOTAL EXPENDITURES	419,925	80,499
		R9600	CHARGES FOR SERVICES	210,000	104,022
		TOTREV	GROSS REVENUE	210,000	104,022
		NETCOST	NET COUNTY COST (NCC)	209,925	(23,523)
100300	**22**	0248	CONFLICT DEFENSE SERVICES		
		E2000	SERVICES AND SUPPLIES	2,675,000	2,082,868

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		GRSCST	GROSS EXPENDITURES	2,675,000	2,082,868
		TOTEXP	TOTAL EXPENDITURES	2,675,000	2,082,868
		NETCOST	NET COUNTY COST (NCC)	2,675,000	2,082,868
114000	**22**	0260	AUTOMATED ID & WARRANT		
		E1000	SALARIES AND BENEFITS		576
		E2000	SERVICES AND SUPPLIES	1,351,351	12,577
		E3000	OTHER CHARGES	221,344	358,695
		E4000	FIXED ASSETS	250,000	
		E5000	EXPENDITURE TRANSFERS	29,472	
		GRSCST	GROSS EXPENDITURES	1,822,695	371,848
		TOTEXP	TOTAL EXPENDITURES	1,852,167	371,848
		R9300	FINES/FORFEITS/PENALTIES	415,000	145,270
		R9500	INTERGOVERNMENTAL REVENUE	33,035	
		R9600	CHARGES FOR SERVICES	225,000	300,000
		R9800	MISCELLANEOUS REVENUE	50,048	30,000
		TOTREV	GROSS REVENUE	723,083	475,270
		NETCOST	NET COUNTY COST (NCC)	1,129,084	(103,422)
114300	**22**	0264	SLESF-FRONT LINE ENF-CITY		
		E3000	OTHER CHARGES	2,388,221	
		GRSCST	GROSS EXPENDITURES	2,388,221	
		TOTEXP	TOTAL EXPENDITURES	2,388,221	
		R9500	INTERGOVERNMENTAL REVENUE	2,388,221	
		TOTREV	GROSS REVENUE	2,388,221	
100300	**22**	0265	VEHICLE THEFT PROGRAM		
		E2000	SERVICES AND SUPPLIES	1,607,145	287,621
		GRSCST	GROSS EXPENDITURES	1,607,145	287,621
		TOTEXP	TOTAL EXPENDITURES	1,607,145	287,621
		R9500	INTERGOVERNMENTAL REVENUE	893,747	217,713
		TOTREV	GROSS REVENUE	893,747	217,713
		NETCOST	NET COUNTY COST (NCC)	713,398	69,908
115600	**22**	0275	DNA IDENTIFICATION FUND		
		E2000	SERVICES AND SUPPLIES	777,392	
		E5000	EXPENDITURE TRANSFERS		12,195
		GRSCST	GROSS EXPENDITURES	777,392	
		TOTEXP	TOTAL EXPENDITURES	777,392	12,195
		R9300	FINES/FORFEITS/PENALTIES	182,325	113,532
		TOTREV	GROSS REVENUE	182,325	113,532
		NETCOST	NET COUNTY COST (NCC)	595,067	(101,337)
100300	**22**	0325	JUSTICE SYSTEM PROGRAMS		
		R9500	INTERGOVERNMENTAL REVENUE		7,383
		TOTREV	GROSS REVENUE		7,383
		NETCOST	NET COUNTY COST (NCC)	0	(7,383)
100300	**24**	0043	ELECTIONS		
		E1000	SALARIES AND BENEFITS	3,444,364	2,210,928
		E2000	SERVICES AND SUPPLIES	6,782,401	3,643,147
		E4000	FIXED ASSETS	138,000	
		E5000	EXPENDITURE TRANSFERS	6,793	3,458

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		GRSCST	GROSS EXPENDITURES	10,364,765	5,854,076
		TOTEXP	TOTAL EXPENDITURES	10,371,558	5,857,533
		R9500	INTERGOVERNMENTAL REVENUE	4,388,000	3,595,818
		R9600	CHARGES FOR SERVICES	2,711,455	377,162
		R9800	MISCELLANEOUS REVENUE	15,000	14,970
		TOTREV	GROSS REVENUE	7,114,455	3,987,950
		NETCOST	NET COUNTY COST (NCC)	3,257,103	1,869,583
110100	**24**	0237	CLERK RECORDS AUTOMATION		
		E2000	SERVICES AND SUPPLIES	30	
		E3000	OTHER CHARGES	42	
		GRSCST	GROSS EXPENDITURES	72	
		TOTEXP	TOTAL EXPENDITURES	72	
		R9600	CHARGES FOR SERVICES		3
		TOTREV	GROSS REVENUE		3
		NETCOST	NET COUNTY COST (NCC)	72	(3)
110000	**24**	0353	RECORDER MICRO/MOD		
		E1000	SALARIES AND BENEFITS	1,182,051	574,510
		E2000	SERVICES AND SUPPLIES	8,710,699	309,498
		E3000	OTHER CHARGES	531,092	146,423
		E4000	FIXED ASSETS	936,219	11,610
		GRSCST	GROSS EXPENDITURES	11,360,061	1,042,042
		TOTEXP	TOTAL EXPENDITURES	11,360,061	1,042,042
		R9600	CHARGES FOR SERVICES	1,868,000	713,192
		TOTREV	GROSS REVENUE	1,868,000	713,192
		NETCOST	NET COUNTY COST (NCC)	9,492,061	328,850
100300	**24**	0355	RECORDER		
		E1000	SALARIES AND BENEFITS	3,009,660	1,411,945
		E2000	SERVICES AND SUPPLIES	777,806	282,841
		E3000	OTHER CHARGES		600
		E4000	FIXED ASSETS	5,000	
		E5000	EXPENDITURE TRANSFERS	(98,497)	(8,740)
		GRSCST	GROSS EXPENDITURES	3,792,466	1,695,386
		TOTEXP	TOTAL EXPENDITURES	3,693,969	1,686,646
		R9100	TAXES OTHER THAN CUR PROP	90,000	
		R9600	CHARGES FOR SERVICES	3,664,384	1,673,670
		R9800	MISCELLANEOUS REVENUE	25,000	8,587
		TOTREV	GROSS REVENUE	3,779,384	1,682,257
		NETCOST	NET COUNTY COST (NCC)	(85,415)	4,389
105600	**25**	0126	CO LAW ENF COMPTR CAP-PRJ		
		E3000	OTHER CHARGES		139
		E5000	EXPENDITURE TRANSFERS	527,548	
		GRSCST	GROSS EXPENDITURES		139
		TOTEXP	TOTAL EXPENDITURES	527,548	139
		R9400	USE OF MONEY & PROPERTY	200,000	39,512
		TOTREV	GROSS REVENUE	200,000	39,512
		NETCOST	NET COUNTY COST (NCC)	327,548	(39,373)
105600	**25**	0129	CO LAW ENF COMM CAP-PROJ		
		E2000	SERVICES AND SUPPLIES	1,701,515	

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		E5000	EXPENDITURE TRANSFERS	2,000,000	
		GRSCST	GROSS EXPENDITURES	1,701,515	
		TOTEXP	TOTAL EXPENDITURES	3,701,515	
		R9600	CHARGES FOR SERVICES	274,800	90,644
		R9800	MISCELLANEOUS REVENUE	150,000	83,318
		TOTREV	GROSS REVENUE	424,800	173,962
		NETCOST	NET COUNTY COST (NCC)	3,276,715	(173,962)
105600	**25**	0131	CO LAW ENF HLCPTR CAP PRJ		
		E2000	SERVICES AND SUPPLIES	224,435	
		E5000	EXPENDITURE TRANSFERS	450,000	
		GRSCST	GROSS EXPENDITURES	224,435	
		TOTEXP	TOTAL EXPENDITURES	674,435	
		R9800	MISCELLANEOUS REVENUE	70,000	51,293
		TOTREV	GROSS REVENUE	70,000	51,293
		NETCOST	NET COUNTY COST (NCC)	604,435	(51,293)
114200	**25**	0252	SHER FORFEIT-FED-DOJ		
		E3000	OTHER CHARGES	8,442	105
		E5000	EXPENDITURE TRANSFERS	213,100	
		GRSCST	GROSS EXPENDITURES	8,442	105
		TOTEXP	TOTAL EXPENDITURES	221,542	105
		R9400	USE OF MONEY & PROPERTY	9,000	1,951
		TOTREV	GROSS REVENUE	9,000	1,951
		NETCOST	NET COUNTY COST (NCC)	212,542	(1,846)
114100	**25**	0253	SHER NARC FRFEIT-ST/LOCAL		
		E2000	SERVICES AND SUPPLIES	87,620	3
		E3000	OTHER CHARGES	44,357	244
		E5000	EXPENDITURE TRANSFERS	339,997	
		GRSCST	GROSS EXPENDITURES	131,977	247
		TOTEXP	TOTAL EXPENDITURES	471,974	247
		R9400	USE OF MONEY & PROPERTY	30,000	4,482
		R9800	MISCELLANEOUS REVENUE	55,000	47,618
		TOTREV	GROSS REVENUE	85,000	52,100
		NETCOST	NET COUNTY COST (NCC)	386,974	(51,853)
100300	**25**	0255	SHERIFF		
		E1000	SALARIES AND BENEFITS	90,349,441	45,637,605
		E2000	SERVICES AND SUPPLIES	9,353,389	4,474,835
		E3000	OTHER CHARGES	104,750	247,046
		E4000	FIXED ASSETS	2,807,900	1,486,451
		E5000	EXPENDITURE TRANSFERS	1,360,196	972,335
		GRSCST	GROSS EXPENDITURES	102,615,480	51,845,937
		TOTEXP	TOTAL EXPENDITURES	103,975,676	52,818,273
		R9200	LICENSE/PERMIT/FRANCHISES	40,000	37,456
		R9300	FINES/FORFEITS/PENALTIES	222,000	114,333
		R9400	USE OF MONEY & PROPERTY	70,000	
		R9500	INTERGOVERNMENTAL REVENUE	36,494,045	10,719,135
		R9600	CHARGES FOR SERVICES	29,172,828	10,661,385
		R9800	MISCELLANEOUS REVENUE	9,622,406	178,317
		TOTREV	GROSS REVENUE	75,621,279	21,710,626
		NETCOST	NET COUNTY COST (NCC)	28,354,397	31,107,647

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
110400	**25**	0256	CRIMINALISTIC LAB FUND		
		E2000	SERVICES AND SUPPLIES	34,445	707
		E3000	OTHER CHARGES	4,500	103
		E5000	EXPENDITURE TRANSFERS	99,106	812
		GRSCST	GROSS EXPENDITURES	38,945	810
		TOTEXP	TOTAL EXPENDITURES	138,051	1,622
		R9300	FINES/FORFEITS/PENALTIES	15,000	6,161
		R9400	USE OF MONEY & PROPERTY	4,500	1,311
		TOTREV	GROSS REVENUE	19,500	7,472
		NETCOST	NET COUNTY COST (NCC)	118,551	(5,850)
142000	**25**	0258	SHERIFF LAW ENF TRNG CNTR		
		E1000	SALARIES AND BENEFITS	1,024,044	531,916
		E2000	SERVICES AND SUPPLIES	125,100	61,274
		E3000	OTHER CHARGES	115,412	76,135
		E5000	EXPENDITURE TRANSFERS	3,500	21,757
		GRSCST	GROSS EXPENDITURES	1,264,556	669,326
		TOTEXP	TOTAL EXPENDITURES	1,268,056	691,083
		R9500	INTERGOVERNMENTAL REVENUE	220,000	79,323
		R9600	CHARGES FOR SERVICES	817,000	438,927
		R9800	MISCELLANEOUS REVENUE	250,200	31,338
		TOTREV	GROSS REVENUE	1,287,200	549,587
		NETCOST	NET COUNTY COST (NCC)	(19,144)	141,496
114300	**25**	0262	SLESF-JAIL CONSTR & OPS		
		E3000	OTHER CHARGES	69,363	762
		E5000	EXPENDITURE TRANSFERS	583,477	
		GRSCST	GROSS EXPENDITURES	69,363	762
		TOTEXP	TOTAL EXPENDITURES	652,840	762
		R9500	INTERGOVERNMENTAL REVENUE	339,223	
		TOTREV	GROSS REVENUE	339,223	
		NETCOST	NET COUNTY COST (NCC)	313,617	762
114300	**25**	0263	SLESF-FRONT LINE ENF-CO		
		E3000	OTHER CHARGES	2,000	820
		E5000	EXPENDITURE TRANSFERS	512,276	
		GRSCST	GROSS EXPENDITURES	2,000	820
		TOTEXP	TOTAL EXPENDITURES	514,276	820
		R9400	USE OF MONEY & PROPERTY		14,446
		R9500	INTERGOVERNMENTAL REVENUE	326,754	
		TOTREV	GROSS REVENUE	326,754	14,446
		NETCOST	NET COUNTY COST (NCC)	187,522	(13,626)
114500	**25**	0268	SHER FORFEIT-FED TREASURY		
		E2000	SERVICES AND SUPPLIES	15,169	
		E3000	OTHER CHARGES	500	104
		E5000	EXPENDITURE TRANSFERS	150,056	
		GRSCST	GROSS EXPENDITURES	15,669	104
		TOTEXP	TOTAL EXPENDITURES	165,725	104
		R9400	USE OF MONEY & PROPERTY	7,000	1,323
		R9800	MISCELLANEOUS REVENUE	1,000	
		TOTREV	GROSS REVENUE	8,000	1,323

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		NETCOST	NET COUNTY COST (NCC)	157,725	(1,219)
136000	**25**	0270	CENTRAL IDENTIFY BUREAU		
		E3000	OTHER CHARGES	2,222,117	133
		E5000	EXPENDITURE TRANSFERS	1,890,000	
		GRSCST	GROSS EXPENDITURES	2,222,117	133
		TOTEXP	TOTAL EXPENDITURES	4,112,117	133
		R9400	USE OF MONEY & PROPERTY	140,000	33,162
		R9500	INTERGOVERNMENTAL REVENUE	721,000	586,104
		R9800	MISCELLANEOUS REVENUE	135,000	141,721
		TOTREV	GROSS REVENUE	996,000	760,987
		NETCOST	NET COUNTY COST (NCC)	3,116,117	(760,854)
133400	**25**	0271	CO-WIDE GANG AND DRUG		
		E2000	SERVICES AND SUPPLIES	1,002,939	
		E3000	OTHER CHARGES		117
		GRSCST	GROSS EXPENDITURES	1,002,939	117
		TOTEXP	TOTAL EXPENDITURES	1,002,939	117
		R9400	USE OF MONEY & PROPERTY	5,000	9,965
		R9500	INTERGOVERNMENTAL REVENUE	100,000	46,221
		TOTREV	GROSS REVENUE	105,000	56,186
		NETCOST	NET COUNTY COST (NCC)	897,939	(56,069)
114700	**25**	0273	PRISONERS WELFARE		
		E1000	SALARIES AND BENEFITS	661,001	329,822
		E2000	SERVICES AND SUPPLIES	2,313,385	466,239
		E3000	OTHER CHARGES	28,860	2,371
		E5000	EXPENDITURE TRANSFERS	6,000	6,857
		GRSCST	GROSS EXPENDITURES	3,003,246	798,432
		TOTEXP	TOTAL EXPENDITURES	3,009,246	805,289
		R9400	USE OF MONEY & PROPERTY	55,000	11,331
		R9600	CHARGES FOR SERVICES	40,000	10,735
		R9800	MISCELLANEOUS REVENUE	1,534,220	618,332
		TOTREV	GROSS REVENUE	1,629,220	640,398
		NETCOST	NET COUNTY COST (NCC)	1,380,026	164,891
136000	**25**	0274	AB 879		
		E5000	EXPENDITURE TRANSFERS	890,000	
		TOTEXP	TOTAL EXPENDITURES	890,000	
		R9500	INTERGOVERNMENTAL REVENUE	890,000	461,147
		TOTREV	GROSS REVENUE	890,000	461,147
		NETCOST	NET COUNTY COST (NCC)	0	(461,147)
100300	**25**	0300	CUSTODY SERVICES BUREAU		
		E1000	SALARIES AND BENEFITS	69,924,752	32,811,850
		E2000	SERVICES AND SUPPLIES	6,432,724	2,850,649
		E3000	OTHER CHARGES	10,600	2,792
		E4000	FIXED ASSETS	60,000	
		E5000	EXPENDITURE TRANSFERS	477,449	196,026
		GRSCST	GROSS EXPENDITURES	76,428,076	35,665,292
		TOTEXP	TOTAL EXPENDITURES	76,905,525	35,861,318
		R9300	FINES/FORFEITS/PENALTIES		450
		R9500	INTERGOVERNMENTAL REVENUE	25,873,834	7,766,605

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		R9600	CHARGES FOR SERVICES	20,244,161	7,508,065
		R9800	MISCELLANEOUS REVENUE	1,751,254	6,211
		TOTREV	GROSS REVENUE	47,869,249	15,281,330
		NETCOST	NET COUNTY COST (NCC)	29,036,276	20,579,988
100300	**25**	0359	CORONER		
		E1000	SALARIES AND BENEFITS	1,734,309	859,898
		E2000	SERVICES AND SUPPLIES	1,052,101	553,332
		E5000	EXPENDITURE TRANSFERS	46,040	24,280
		GRSCST	GROSS EXPENDITURES	2,786,410	1,413,230
		TOTEXP	TOTAL EXPENDITURES	2,832,450	1,437,510
		R9600	CHARGES FOR SERVICES	67,000	42,391
		R9800	MISCELLANEOUS REVENUE	26,000	14,105
		TOTREV	GROSS REVENUE	93,000	56,496
		NETCOST	NET COUNTY COST (NCC)	2,739,450	1,381,014
100300	**25**	0362	EMERGENCY SERVICES		
		E1000	SALARIES AND BENEFITS	6,177,130	2,598,636
		E2000	SERVICES AND SUPPLIES	2,307,521	1,019,610
		E3000	OTHER CHARGES	3,500	6,167
		E4000	FIXED ASSETS	1,615,832	324,753
		E5000	EXPENDITURE TRANSFERS	333,880	176,585
		GRSCST	GROSS EXPENDITURES	10,103,983	3,949,166
		TOTEXP	TOTAL EXPENDITURES	10,437,863	4,125,751
		R9500	INTERGOVERNMENTAL REVENUE	2,869,811	255,687
		R9600	CHARGES FOR SERVICES	1,550,685	1,367,483
		R9800	MISCELLANEOUS REVENUE	2,000	11,419
		TOTREV	GROSS REVENUE	4,422,496	1,634,589
		NETCOST	NET COUNTY COST (NCC)	6,015,367	2,491,162
113900	**25**	0368	TRAFFIC SAFETY		
		E2000	SERVICES AND SUPPLIES	51,350	
		E3000	OTHER CHARGES	249,500	106
		GRSCST	GROSS EXPENDITURES	300,850	106
		TOTEXP	TOTAL EXPENDITURES	300,850	106
		R9300	FINES/FORFEITS/PENALTIES	15,200	9,440
		R9400	USE OF MONEY & PROPERTY	11,000	2,401
		R9600	CHARGES FOR SERVICES	4,450	3,554
		TOTREV	GROSS REVENUE	30,650	15,395
		NETCOST	NET COUNTY COST (NCC)	270,200	(15,289)
100300	**30**	0308	PROBATION PROGRAMS		
		E1000	SALARIES AND BENEFITS	26,494,535	13,392,949
		E2000	SERVICES AND SUPPLIES	2,150,094	921,957
		E3000	OTHER CHARGES	2,000	22,872
		E4000	FIXED ASSETS	58,925	30,350
		E5000	EXPENDITURE TRANSFERS	(1,638,816)	(120,717)
		GRSCST	GROSS EXPENDITURES	28,705,554	14,368,128
		TOTEXP	TOTAL EXPENDITURES	27,066,738	14,247,411
		R9500	INTERGOVERNMENTAL REVENUE	7,294,902	2,001,164
		R9600	CHARGES FOR SERVICES	644,797	306,382
		R9800	MISCELLANEOUS REVENUE	3,147,262	1,124,987
		TOTREV	GROSS REVENUE	11,086,961	3,432,533

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		NETCOST	NET COUNTY COST (NCC)	15,979,777	10,814,878
100300	**30**	0309	PROBATION FACILITIES		
		E1000	SALARIES AND BENEFITS	24,831,353	11,998,326
		E2000	SERVICES AND SUPPLIES	2,333,195	1,172,454
		E3000	OTHER CHARGES	12,100	30,411
		E5000	EXPENDITURE TRANSFERS	23,460	13,170
		GRSCST	GROSS EXPENDITURES	27,176,648	13,201,191
		TOTEXP	TOTAL EXPENDITURES	27,200,108	13,214,361
		R9500	INTERGOVERNMENTAL REVENUE	8,981,921	2,796,253
		R9600	CHARGES FOR SERVICES	20,000	18,901
		R9800	MISCELLANEOUS REVENUE	242,994	93,522
		TOTREV	GROSS REVENUE	9,244,915	2,908,675
		NETCOST	NET COUNTY COST (NCC)	17,955,193	10,305,686
100300	**30**	0310	PROB CARE OF COURT WARDS		
		E2000	SERVICES AND SUPPLIES	1,585,201	643,652
		E3000	OTHER CHARGES	5,509,442	2,469,396
		GRSCST	GROSS EXPENDITURES	7,094,643	3,113,048
		TOTEXP	TOTAL EXPENDITURES	7,094,643	3,113,048
		R9500	INTERGOVERNMENTAL REVENUE	2,964,779	977,234
		TOTREV	GROSS REVENUE	2,964,779	977,234
		NETCOST	NET COUNTY COST (NCC)	4,129,864	2,135,814
114300	**30**	0311	SLESF-PROBATION		
		E5000	EXPENDITURE TRANSFERS	3,361,294	1,030,093
		TOTEXP	TOTAL EXPENDITURES	3,361,294	1,030,093
		R9400	USE OF MONEY & PROPERTY	40,000	
		R9500	INTERGOVERNMENTAL REVENUE	2,388,221	
		TOTREV	GROSS REVENUE	2,428,221	
		NETCOST	NET COUNTY COST (NCC)	933,073	1,030,093
114900	**30**	0313	PROBATION OFFICERS SPECIAL FUND		
		E2000	SERVICES AND SUPPLIES	115,944	3,681
		GRSCST	GROSS EXPENDITURES	115,944	3,681
		TOTEXP	TOTAL EXPENDITURES	115,944	3,681
		R9800	MISCELLANEOUS REVENUE	33,000	165,417
		TOTREV	GROSS REVENUE	33,000	165,417
		NETCOST	NET COUNTY COST (NCC)	82,944	(161,736)
100300	**33**	0335	AGRICULTURE-WEIGHTS/MEAS		
		E1000	SALARIES AND BENEFITS	4,318,918	2,106,128
		E2000	SERVICES AND SUPPLIES	469,385	226,250
		E4000	FIXED ASSETS	19,949	9,949
		E5000	EXPENDITURE TRANSFERS	448,818	230,518
		GRSCST	GROSS EXPENDITURES	4,808,252	2,342,327
		TOTEXP	TOTAL EXPENDITURES	5,257,070	2,572,845
		R9300	FINES/FORFEITS/PENALTIES	25,000	11,770
		R9500	INTERGOVERNMENTAL REVENUE	2,394,896	534,595
		R9600	CHARGES FOR SERVICES	841,150	81,843
		R9800	MISCELLANEOUS REVENUE	30,000	11,405
		TOTREV	GROSS REVENUE	3,291,046	639,614
		NETCOST	NET COUNTY COST (NCC)	1,966,024	1,933,231

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
100300	**36**	0366	ANIMAL SERVICES		
		E1000	SALARIES AND BENEFITS	7,836,789	3,556,885
		E2000	SERVICES AND SUPPLIES	2,066,672	1,031,437
		E3000	OTHER CHARGES		6,442
		E4000	FIXED ASSETS	8,000	
		E5000	EXPENDITURE TRANSFERS	470,768	221,711
		GRSCST	GROSS EXPENDITURES	9,911,461	4,594,764
		TOTEXP	TOTAL EXPENDITURES	10,382,229	4,816,474
		R9200	LICENSE/PERMIT/FRANCHISES	1,863,981	612,998
		R9600	CHARGES FOR SERVICES	4,579,517	2,768,870
		R9800	MISCELLANEOUS REVENUE	30,625	162,975
		TOTREV	GROSS REVENUE	6,474,123	3,544,843
		NETCOST	NET COUNTY COST (NCC)	3,908,106	1,271,631
133200	**36**	0369	ANIMAL BENEFIT		
		E2000	SERVICES AND SUPPLIES	451,536	
		GRSCST	GROSS EXPENDITURES	451,536	
		TOTEXP	TOTAL EXPENDITURES	451,536	
		R9400	USE OF MONEY & PROPERTY		1,544
		R9600	CHARGES FOR SERVICES		274
		R9800	MISCELLANEOUS REVENUE	15,000	86,888
		TOTREV	GROSS REVENUE	15,000	88,706
		NETCOST	NET COUNTY COST (NCC)	436,536	(88,706)
110300	**38**	0112	PLANT ACQ LAND DEV FUND		
		E3000	OTHER CHARGES		328
		E4000	FIXED ASSETS	18,000,000	34,559
		GRSCST	GROSS EXPENDITURES	18,000,000	34,887
		TOTEXP	TOTAL EXPENDITURES	18,000,000	34,887
		NETCOST	NET COUNTY COST (NCC)	18,000,000	34,887
110300		0341	BLDG INSP LAND DEVLPMNT		
		E1000	SALARIES AND BENEFITS	14,173,966	6,640,216
		E2000	SERVICES AND SUPPLIES	14,155,082	816,543
		E3000	OTHER CHARGES	1,609,086	534,212
		E4000	FIXED ASSETS	319,999	62,580
		E5000	EXPENDITURE TRANSFERS		145,597
		GRSCST	GROSS EXPENDITURES	30,258,133	8,053,551
		TOTEXP	TOTAL EXPENDITURES	30,258,133	8,199,147
		R9200	LICENSE/PERMIT/FRANCHISES	14,137,170	5,565,802
		R9400	USE OF MONEY & PROPERTY	1,133,123	66,952
		R9600	CHARGES FOR SERVICES	405,850	508,285
		R9800	MISCELLANEOUS REVENUE	2,875,525	680,949
		TOTREV	GROSS REVENUE	18,551,668	6,821,988
		NETCOST	NET COUNTY COST (NCC)	11,706,465	1,377,159
111900	**38**	0351	USED OIL RECYCLING GRANT		
		E2000	SERVICES AND SUPPLIES	17,000	6,910
		E3000	OTHER CHARGES	1,000	
		E5000	EXPENDITURE TRANSFERS	12,000	1,082
		GRSCST	GROSS EXPENDITURES	18,000	6,910
		TOTEXP	TOTAL EXPENDITURES	30,000	7,992

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		R9500	INTERGOVERNMENTAL REVENUE	30,000	(52,811)
		TOTREV	GROSS REVENUE	30,000	(52,811)
		NETCOST	NET COUNTY COST (NCC)	0	60,803
110300	**38**	0352	COMM DEV-LAND DEVELOPMENT		
		E2000	SERVICES AND SUPPLIES	2,784,392	1,090,580
		E3000	OTHER CHARGES	105,000	35,421
		E4000	FIXED ASSETS	50,000	
		E5000	EXPENDITURE TRANSFERS	7,719,099	3,668,478
		GRSCST	GROSS EXPENDITURES	2,939,392	1,126,001
		TOTEXP	TOTAL EXPENDITURES	10,658,491	4,794,479
		R9200	LICENSE/PERMIT/FRANCHISES	2,449,656	1,283,097
		R9400	USE OF MONEY & PROPERTY	250,000	45,779
		R9500	INTERGOVERNMENTAL REVENUE	19,000	125
		R9600	CHARGES FOR SERVICES	7,031,112	14,698,137
		R9800	MISCELLANEOUS REVENUE	350,000	248,851
		TOTREV	GROSS REVENUE	10,099,768	16,275,990
		NETCOST	NET COUNTY COST (NCC)	558,723	(11,481,511)
100300	**38**	0357	COMMUNITY DEVELOPMENT		
		E1000	SALARIES AND BENEFITS	10,051,620	4,937,113
		E2000	SERVICES AND SUPPLIES	2,033,952	839,232
		E3000	OTHER CHARGES	16,385	6,385
		E5000	EXPENDITURE TRANSFERS	(1,291,566)	(527,469)
		GRSCST	GROSS EXPENDITURES	12,101,957	5,782,730
		TOTEXP	TOTAL EXPENDITURES	10,810,391	5,255,261
		R9600	CHARGES FOR SERVICES	21,693	280,172
		R9800	MISCELLANEOUS REVENUE	10,352,813	4,382,508
		TOTREV	GROSS REVENUE	10,374,506	4,662,680
		NETCOST	NET COUNTY COST (NCC)	435,885	592,581
110200	**38**	0367	GAME PROTECTION		
		E2000	SERVICES AND SUPPLIES	362,193	(12,221)
		E3000	OTHER CHARGES	500	122
		E5000	EXPENDITURE TRANSFERS	3,000	3,000
		GRSCST	GROSS EXPENDITURES	362,693	(12,099)
		TOTEXP	TOTAL EXPENDITURES	365,693	(9,099)
		R9300	FINES/FORFEITS/PENALTIES	7,387	3,200
		R9800	MISCELLANEOUS REVENUE	50,000	
		TOTREV	GROSS REVENUE	57,387	3,200
		NETCOST	NET COUNTY COST (NCC)	308,306	(12,299)
133700	**38**	0370	LIVABLE COMMUNITIES		
		E2000	SERVICES AND SUPPLIES	641,204	
		E3000	OTHER CHARGES	1,756,565	
		GRSCST	GROSS EXPENDITURES	2,397,769	
		TOTEXP	TOTAL EXPENDITURES	2,397,769	
		R9400	USE OF MONEY & PROPERTY	40,000	6,430
		R9600	CHARGES FOR SERVICES	500,000	16,000
		TOTREV	GROSS REVENUE	540,000	22,430
		NETCOST	NET COUNTY COST (NCC)	1,857,769	(22,430)
100300	**38**	0580	KELLER CNYN MTIGATN FUND		

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		E1000	SALARIES AND BENEFITS	54,500	24,766
		E2000	SERVICES AND SUPPLIES	1,544,715	619,500
		E3000	OTHER CHARGES	105,250	34,757
		GRSCST	GROSS EXPENDITURES	1,704,465	679,023
		TOTEXP	TOTAL EXPENDITURES	1,704,465	679,023
		R9200	LICENSE/PERMIT/FRANCHISES	1,704,465	
		R9600	CHARGES FOR SERVICES		577,238
		TOTREV	GROSS REVENUE	1,704,465	577,238
		NETCOST	NET COUNTY COST (NCC)	0	101,785
134700	**38**	0582	CDBG SM BUS&MICROENT LOAN		
		E2000	SERVICES AND SUPPLIES	469,770	70
		GRSCST	GROSS EXPENDITURES	469,770	70
		TOTEXP	TOTAL EXPENDITURES	469,770	70
		R9400	USE OF MONEY & PROPERTY		1,777
		R9500	INTERGOVERNMENTAL REVENUE	100,000	(58,321)
		TOTREV	GROSS REVENUE	100,000	(56,544)
		NETCOST	NET COUNTY COST (NCC)	369,770	56,614
100300	**38**	0590	HOPWA GRANT		
		E2000	SERVICES AND SUPPLIES	809,163	16,705
		GRSCST	GROSS EXPENDITURES	809,163	16,705
		TOTEXP	TOTAL EXPENDITURES	809,163	16,705
		R9500	INTERGOVERNMENTAL REVENUE	809,163	(45,912)
		TOTREV	GROSS REVENUE	809,163	(45,912)
		NETCOST	NET COUNTY COST (NCC)	0	62,617
100300	**38**	0592	HUD BLOCK GRANT		
		E2000	SERVICES AND SUPPLIES	5,676,411	2,089,569
		E3000	OTHER CHARGES	750,000	291,529
		GRSCST	GROSS EXPENDITURES	6,426,411	2,381,099
		TOTEXP	TOTAL EXPENDITURES	6,426,411	2,381,099
		R9500	INTERGOVERNMENTAL REVENUE	6,410,411	2,409,348
		R9800	MISCELLANEOUS REVENUE	16,000	2,100
		TOTREV	GROSS REVENUE	6,426,411	2,411,448
		NETCOST	NET COUNTY COST (NCC)	0	(30,349)
100300	**38**	0593	HUD EMERGENCY SHELTER GRT		
		E2000	SERVICES AND SUPPLIES	154,371	13,485
		GRSCST	GROSS EXPENDITURES	154,371	13,485
		TOTEXP	TOTAL EXPENDITURES	154,371	13,485
		R9500	INTERGOVERNMENTAL REVENUE	154,371	12,826
		TOTREV	GROSS REVENUE	154,371	12,826
		NETCOST	NET COUNTY COST (NCC)	0	659
100300	**38**	0594	HUD HOME BLOCK GRANT		
		E2000	SERVICES AND SUPPLIES	4,813,452	2,236,008
		GRSCST	GROSS EXPENDITURES	4,813,452	2,236,008
		TOTEXP	TOTAL EXPENDITURES	4,813,452	2,236,008
		R9500	INTERGOVERNMENTAL REVENUE	4,813,452	2,202,883
		TOTREV	GROSS REVENUE	4,813,452	2,202,883
		NETCOST	NET COUNTY COST (NCC)	0	33,125

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
111100	**38**	0595	PRIVATE ACTIVITY BOND		
		E2000	SERVICES AND SUPPLIES	5,631,384	154,430
		E3000	OTHER CHARGES	314,600	8,837
		E5000	EXPENDITURE TRANSFERS	500,000	173,599
		GRSCST	GROSS EXPENDITURES	5,945,984	163,267
		TOTEXP	TOTAL EXPENDITURES	6,445,984	336,866
		R9400	USE OF MONEY & PROPERTY	140,000	76,421
		R9600	CHARGES FOR SERVICES	265,000	217,841
		R9800	MISCELLANEOUS REVENUE	1,000	329,858
		TOTREV	GROSS REVENUE	406,000	624,121
		NETCOST	NET COUNTY COST (NCC)	6,039,984	(287,255)
111300	**38**	0596	AFFORDABLE HOUSING		
		E2000	SERVICES AND SUPPLIES	3,792,930	
		E3000	OTHER CHARGES	350	123
		GRSCST	GROSS EXPENDITURES	3,793,280	123
		TOTEXP	TOTAL EXPENDITURES	3,793,280	123
		R9400	USE OF MONEY & PROPERTY	192,700	42,962
		TOTREV	GROSS REVENUE	192,700	42,962
		NETCOST	NET COUNTY COST (NCC)	3,600,580	(42,839)
134900	**38**	0597	HUD BLDG INSP NPP		
		E2000	SERVICES AND SUPPLIES	1,232,672	528,089
		E3000	OTHER CHARGES	275,000	2,993
		E5000	EXPENDITURE TRANSFERS	10,000	
		GRSCST	GROSS EXPENDITURES	1,507,672	531,082
		TOTEXP	TOTAL EXPENDITURES	1,517,672	531,082
		R9400	USE OF MONEY & PROPERTY	10,000	3,633
		R9500	INTERGOVERNMENTAL REVENUE	750,000	7,046,536
		R9600	CHARGES FOR SERVICES	750,000	291,529
		TOTREV	GROSS REVENUE	1,510,000	7,341,699
		NETCOST	NET COUNTY COST (NCC)	7,672	(6,810,617)
134800	**38**	0598	CDBG 1ST-TIME HMBHR LOAN		
		E2000	SERVICES AND SUPPLIES	163,442	
		E5000	EXPENDITURE TRANSFERS	6,000	2,100
		GRSCST	GROSS EXPENDITURES	163,442	
		TOTEXP	TOTAL EXPENDITURES	169,442	2,100
		R9400	USE OF MONEY & PROPERTY	6,000	183
		R9500	INTERGOVERNMENTAL REVENUE	110,000	
		TOTREV	GROSS REVENUE	116,000	183
		NETCOST	NET COUNTY COST (NCC)	53,442	1,917
110900	**38**	0663	TRANSPRTATN IMPV MEASURE C		
		E3000	OTHER CHARGES	2,986,260	1,666,110
		E5000	EXPENDITURE TRANSFERS	3,500	
		GRSCST	GROSS EXPENDITURES	2,986,260	1,666,110
		TOTEXP	TOTAL EXPENDITURES	2,989,760	1,666,110
		R9400	USE OF MONEY & PROPERTY	200,000	21,489
		R9500	INTERGOVERNMENTAL REVENUE	2,789,760	6,724,922
		TOTREV	GROSS REVENUE	2,989,760	6,746,411
		NETCOST	NET COUNTY COST (NCC)	0	(5,080,301)

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
113200	**38**	0664	PH BART GREENSPACE MTCE		
		E2000	SERVICES AND SUPPLIES	74,187	
		E3000	OTHER CHARGES	65,000	24
		E5000	EXPENDITURE TRANSFERS		26,814
		GRSCST	GROSS EXPENDITURES	139,187	24
		TOTEXP	TOTAL EXPENDITURES	139,187	26,838
		R9400	USE OF MONEY & PROPERTY	6,000	1,979
		R9800	MISCELLANEOUS REVENUE		50,000
		TOTREV	GROSS REVENUE	6,000	51,979
		NETCOST	NET COUNTY COST (NCC)	133,187	(25,141)
100300	**38**	0701	PARKS ADMINISTRATION		
		E2000	SERVICES AND SUPPLIES	42,743	
		GRSCST	GROSS EXPENDITURES	42,743	
		TOTEXP	TOTAL EXPENDITURES	42,743	
		NETCOST	NET COUNTY COST (NCC)	42,743	0
100300	**38**	0591	HOUSING REHABILITATION		
		E1000	SALARIES AND BENEFITS	777,001	309,794
		E2000	SERVICES AND SUPPLIES	73,932	23,406
		E3000	OTHER CHARGES		528
		E5000	EXPENDITURE TRANSFERS		12,121
		GRSCST	GROSS EXPENDITURES	850,933	333,728
		TOTEXP	TOTAL EXPENDITURES	850,933	345,849
		R9200	LICENSE/PERMIT/FRANCHISES	5,000	3,210
		R9500	INTERGOVERNMENTAL REVENUE	441	
		R9600	CHARGES FOR SERVICES	353,042	150
		R9800	MISCELLANEOUS REVENUE	492,450	1,470
		TOTREV	GROSS REVENUE	850,933	4,830
		NETCOST	NET COUNTY COST (NCC)	0	341,019
113400	**40**	0249	CCC DEPT CHILD SPPRT SVCS		
		E1000	SALARIES AND BENEFITS	16,614,450	7,854,827
		E2000	SERVICES AND SUPPLIES	861,232	362,748
		E3000	OTHER CHARGES	912,867	440,044
		E4000	FIXED ASSETS		331
		E5000	EXPENDITURE TRANSFERS	25,944	6,134
		GRSCST	GROSS EXPENDITURES	18,388,549	8,657,950
		TOTEXP	TOTAL EXPENDITURES	18,414,493	8,664,084
		R9400	USE OF MONEY & PROPERTY		(3,463)
		R9500	INTERGOVERNMENTAL REVENUE	18,307,528	3,051,301
		R9600	CHARGES FOR SERVICES		999
		R9800	MISCELLANEOUS REVENUE		94,157
		TOTREV	GROSS REVENUE	18,307,528	3,142,994
		NETCOST	NET COUNTY COST (NCC)	106,965	5,521,090
113300	**42**	0233	R/ESTATE FRAUD PROSECUTE		
		E2000	SERVICES AND SUPPLIES	756,335	
		E5000	EXPENDITURE TRANSFERS	950,000	118,126
		GRSCST	GROSS EXPENDITURES	756,335	
		TOTEXP	TOTAL EXPENDITURES	1,706,335	118,126
		R9600	CHARGES FOR SERVICES	275,000	90,708
		TOTREV	GROSS REVENUE	275,000	90,708

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		NETCOST	NET COUNTY COST (NCC)	1,431,335	27,418
113100	**42**	0234	DA FORFEITURE-FED-DOJ		
		E2000	SERVICES AND SUPPLIES	137,661	6,347
		E4000	FIXED ASSETS	50,000	
		GRSCST	GROSS EXPENDITURES	187,661	6,347
		TOTEXP	TOTAL EXPENDITURES	187,661	6,347
		R9400	USE OF MONEY & PROPERTY		640
		TOTREV	GROSS REVENUE		640
		NETCOST	NET COUNTY COST (NCC)	187,661	5,707
114300		0241	SLESF-CRIM PROSECUTION		
		E1000	SALARIES AND BENEFITS	467,751	162,653
		E2000	SERVICES AND SUPPLIES	3,064	260
		E3000	OTHER CHARGES	5,919	836
		E5000	EXPENDITURE TRANSFERS	7,756	22
		GRSCST	GROSS EXPENDITURES	476,734	163,749
		TOTEXP	TOTAL EXPENDITURES	484,490	163,771
		R9400	USE OF MONEY & PROPERTY	16,000	
		R9500	INTERGOVERNMENTAL REVENUE	305,223	
		R9800	MISCELLANEOUS REVENUE		2,600
		TOTREV	GROSS REVENUE	321,223	2,600
		NETCOST	NET COUNTY COST (NCC)	163,267	161,171
100300	**42**	0242	DISTRICT ATTORNEY		
		E1000	SALARIES AND BENEFITS	26,348,336	13,764,706
		E2000	SERVICES AND SUPPLIES	2,982,144	1,461,928
		E3000	OTHER CHARGES		20,282
		E5000	EXPENDITURE TRANSFERS	(632,534)	67,543
		GRSCST	GROSS EXPENDITURES	29,330,480	15,246,916
		TOTEXP	TOTAL EXPENDITURES	28,697,946	15,314,459
		R9300	FINES/FORFEITS/PENALTIES	362,000	275,100
		R9500	INTERGOVERNMENTAL REVENUE	14,778,859	3,980,290
		R9800	MISCELLANEOUS REVENUE	2,168,220	290,205
		TOTREV	GROSS REVENUE	17,309,079	4,545,595
		NETCOST	NET COUNTY COST (NCC)	11,388,867	10,768,864
112900	**42**	0244	D A REVENUE NARCOTICS		
		E1000	SALARIES AND BENEFITS	78,542	39,224
		E2000	SERVICES AND SUPPLIES	220,647	7,213
		E3000	OTHER CHARGES	72	36
		E5000	EXPENDITURE TRANSFERS	829,720	
		GRSCST	GROSS EXPENDITURES	299,261	46,473
		TOTEXP	TOTAL EXPENDITURES	1,128,981	46,473
		R9600	CHARGES FOR SERVICES		7,350
		R9800	MISCELLANEOUS REVENUE	114,374	78,325
		TOTREV	GROSS REVENUE	114,374	85,675
		NETCOST	NET COUNTY COST (NCC)	1,014,607	(39,202)
100300	**42**	0245	D A WELFARE FRAUD		
		E1000	SALARIES AND BENEFITS	196,291	217,381
		E2000	SERVICES AND SUPPLIES	48,265	13,773
		E3000	OTHER CHARGES		600

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		E5000	EXPENDITURE TRANSFERS	(244,556)	
		GRSCST	GROSS EXPENDITURES	244,556	231,754
		TOTEXP	TOTAL EXPENDITURES		231,754
		NETCOST	NET COUNTY COST (NCC)	0	231,754
112400	**42**	0247	DA CONSUMER PROTECTION		
		E2000	SERVICES AND SUPPLIES	220,201	
		GRSCST	GROSS EXPENDITURES	220,201	
		TOTEXP	TOTAL EXPENDITURES	220,201	
		R9300	FINES/FORFEITS/PENALTIES		258,600
		TOTREV	GROSS REVENUE		258,600
		NETCOST	NET COUNTY COST (NCC)	220,201	(258,600)
100300	**42**	0364	PUBLIC ADMINISTRATOR		
		E1000	SALARIES AND BENEFITS	278,902	139,515
		E2000	SERVICES AND SUPPLIES	34,301	11,439
		GRSCST	GROSS EXPENDITURES	313,203	150,954
		TOTEXP	TOTAL EXPENDITURES	313,203	150,954
		R9600	CHARGES FOR SERVICES	150,000	260,530
		TOTREV	GROSS REVENUE	150,000	260,530
		NETCOST	NET COUNTY COST (NCC)	163,203	(109,576)
113000	**42**	0251	DA ENVIRON/OSHA		
		E2000	SERVICES AND SUPPLIES	1,702,175	1,131
		E5000	EXPENDITURE TRANSFERS	335,500	90,053
		GRSCST	GROSS EXPENDITURES	1,702,175	1,131
		TOTEXP	TOTAL EXPENDITURES	2,037,675	91,184
		NETCOST	NET COUNTY COST (NCC)	2,037,675	91,184
100300	**43**	0243	PUBLIC DEFENDER		
		E1000	SALARIES AND BENEFITS	16,552,163	8,561,924
		E2000	SERVICES AND SUPPLIES	2,622,038	924,214
		E3000	OTHER CHARGES	5,000	5,000
		E4000	FIXED ASSETS	10,000	
		E5000	EXPENDITURE TRANSFERS	(127,446)	17,330
		GRSCST	GROSS EXPENDITURES	19,189,201	9,491,138
		TOTEXP	TOTAL EXPENDITURES	19,061,755	9,508,468
		R9500	INTERGOVERNMENTAL REVENUE	50,057	18,367
		TOTREV	GROSS REVENUE	50,057	18,367
		NETCOST	NET COUNTY COST (NCC)	19,011,698	9,490,101
110800	**65**	0006	GENERAL ROAD FUND REVENUE		
		R9400	USE OF MONEY & PROPERTY	250,000	6,719
		R9500	INTERGOVERNMENTAL REVENUE	23,565,000	10,002,211
		TOTREV	GROSS REVENUE	23,815,000	10,008,929
		NETCOST	NET COUNTY COST (NCC)	(23,815,000)	(10,008,929)
111000	**65**	0120	PLANT ACQ-SNS CRNT DRN FD		
		E2000	SERVICES AND SUPPLIES	256,657	
		E3000	OTHER CHARGES	200	64
		E5000	EXPENDITURE TRANSFERS	2,000	
		GRSCST	GROSS EXPENDITURES	256,857	64
		TOTEXP	TOTAL EXPENDITURES	258,857	64

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		R9200	LICENSE/PERMIT/FRANCHISES	7,000	3,480
		R9400	USE OF MONEY & PROPERTY	10,200	2,398
		TOTREV	GROSS REVENUE	17,200	5,879
		NETCOST	NET COUNTY COST (NCC)	241,657	(5,815)
110500	**65**	0161	SURVEY MONUMENT PRESERVTN		
		E2000	SERVICES AND SUPPLIES	535,990	
		E3000	OTHER CHARGES	256	51
		E5000	EXPENDITURE TRANSFERS	61,500	16,871
		GRSCST	GROSS EXPENDITURES	536,246	51
		TOTEXP	TOTAL EXPENDITURES	597,746	16,922
		R9400	USE OF MONEY & PROPERTY	25,000	6,879
		R9600	CHARGES FOR SERVICES	62,000	32,660
		TOTREV	GROSS REVENUE	87,000	39,539
		NETCOST	NET COUNTY COST (NCC)	510,746	(22,617)
100300	**65**	0330	CO DRAINAGE MAINTENANCE		
		E2000	SERVICES AND SUPPLIES	584,100	311,527
		E3000	OTHER CHARGES	32	57
		E5000	EXPENDITURE TRANSFERS	1,000	
		GRSCST	GROSS EXPENDITURES	584,132	311,584
		TOTEXP	TOTAL EXPENDITURES	585,132	311,584
		R9600	CHARGES FOR SERVICES		19,583
		R9800	MISCELLANEOUS REVENUE	585,132	
		TOTREV	GROSS REVENUE	585,132	19,583
		NETCOST	NET COUNTY COST (NCC)	0	292,001
112100	**65**	0350	CDD/PWD JOINT REVIEW FEE		
		E3000	OTHER CHARGES	8,400	2,554
		E5000	EXPENDITURE TRANSFERS	641,600	297,217
		GRSCST	GROSS EXPENDITURES	8,400	2,554
		TOTEXP	TOTAL EXPENDITURES	650,000	299,770
		R9400	USE OF MONEY & PROPERTY	35,000	14,636
		R9600	CHARGES FOR SERVICES	615,000	1,377,592
		TOTREV	GROSS REVENUE	650,000	1,392,228
		NETCOST	NET COUNTY COST (NCC)	0	(1,092,458)
123100	**65**	0631	HERCUL/RODEO/CROCK A OF B		
		E2000	SERVICES AND SUPPLIES	10,000	
		E3000	OTHER CHARGES	250	
		E5000	EXPENDITURE TRANSFERS	85,128	
		GRSCST	GROSS EXPENDITURES	10,250	
		TOTEXP	TOTAL EXPENDITURES	95,378	
		R9400	USE OF MONEY & PROPERTY	9,000	
		R9600	CHARGES FOR SERVICES	41,000	1,648
		TOTREV	GROSS REVENUE	50,000	1,648
		NETCOST	NET COUNTY COST (NCC)	45,378	(1,648)
123200	**65**	0632	WEST COUNTY AREA OF BENEF		
		E3000	OTHER CHARGES	10	1
		E5000	EXPENDITURE TRANSFERS	23,090	
		GRSCST	GROSS EXPENDITURES	10	1
		TOTEXP	TOTAL EXPENDITURES	23,100	1

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		R9400	USE OF MONEY & PROPERTY	100	35
		R9600	CHARGES FOR SERVICES	21,000	7,724
		TOTREV	GROSS REVENUE	21,100	7,759
		NETCOST	NET COUNTY COST (NCC)	2,000	(7,758)
123400	**65**	0634	NORTH RICHMOND AOB		
		E2000	SERVICES AND SUPPLIES	118,550	
		E3000	OTHER CHARGES	450	69
		E5000	EXPENDITURE TRANSFERS	3,000	664
		GRSCST	GROSS EXPENDITURES	119,000	69
		TOTEXP	TOTAL EXPENDITURES	122,000	733
		R9400	USE OF MONEY & PROPERTY	30,000	14,058
		R9600	CHARGES FOR SERVICES	92,000	
		TOTREV	GROSS REVENUE	122,000	14,058
		NETCOST	NET COUNTY COST (NCC)	0	(13,325)
124000	**65**	0635	MARTINEZ AREA OF BENEFIT		
		E2000	SERVICES AND SUPPLIES	30,000	
		E3000	OTHER CHARGES	600	80
		E5000	EXPENDITURE TRANSFERS	330,000	22,404
		GRSCST	GROSS EXPENDITURES	30,600	80
		TOTEXP	TOTAL EXPENDITURES	360,600	22,484
		R9400	USE OF MONEY & PROPERTY	75,000	19,398
		R9600	CHARGES FOR SERVICES	90,000	130,101
		TOTREV	GROSS REVENUE	165,000	149,500
		NETCOST	NET COUNTY COST (NCC)	195,600	(127,016)
124100	**65**	0636	BRIONES AREA OF BENEFIT		
		E3000	OTHER CHARGES	250	52
		E5000	EXPENDITURE TRANSFERS	536,090	
		GRSCST	GROSS EXPENDITURES	250	52
		TOTEXP	TOTAL EXPENDITURES	536,340	52
		R9400	USE OF MONEY & PROPERTY	20,000	5,883
		R9600	CHARGES FOR SERVICES	5,000	
		TOTREV	GROSS REVENUE	25,000	5,883
		NETCOST	NET COUNTY COST (NCC)	511,340	(5,831)
124200	**65**	0637	CENTRAL CO AREA/BENEFIT		
		E2000	SERVICES AND SUPPLIES	204,000	
		E3000	OTHER CHARGES	1,000	215
		E5000	EXPENDITURE TRANSFERS	15,000	(1,954)
		GRSCST	GROSS EXPENDITURES	205,000	215
		TOTEXP	TOTAL EXPENDITURES	220,000	(1,739)
		R9400	USE OF MONEY & PROPERTY	150,000	57,452
		R9600	CHARGES FOR SERVICES	70,000	4,000
		TOTREV	GROSS REVENUE	220,000	61,452
		NETCOST	NET COUNTY COST (NCC)	0	(63,191)
124300	**65**	0638	SO WAL CRK AREA OF BENEFT		
		E3000	OTHER CHARGES	50	1
		E5000	EXPENDITURE TRANSFERS	17,325	17,000
		GRSCST	GROSS EXPENDITURES	50	1
		TOTEXP	TOTAL EXPENDITURES	17,375	17,001

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		R9400	USE OF MONEY & PROPERTY	250	14
		R9600	CHARGES FOR SERVICES	15,000	17,481
		TOTREV	GROSS REVENUE	15,250	17,495
		NETCOST	NET COUNTY COST (NCC)	2,125	(494)
126000	**65**	0641	ALAMO AREA OF BENEFIT		
		E2000	SERVICES AND SUPPLIES	204,300	
		E3000	OTHER CHARGES	700	139
		E5000	EXPENDITURE TRANSFERS	65,000	13,389
		GRSCST	GROSS EXPENDITURES	205,000	139
		TOTEXP	TOTAL EXPENDITURES	270,000	13,528
		R9400	USE OF MONEY & PROPERTY	70,000	24,203
		R9600	CHARGES FOR SERVICES	200,000	34,662
		TOTREV	GROSS REVENUE	270,000	58,865
		NETCOST	NET COUNTY COST (NCC)	0	(45,337)
127000	**65**	0642	SOUTH CO AREA OF BENEFIT		
		E2000	SERVICES AND SUPPLIES	109,500	
		E3000	OTHER CHARGES	500	103
		E5000	EXPENDITURE TRANSFERS	60,000	73,019
		GRSCST	GROSS EXPENDITURES	110,000	103
		TOTEXP	TOTAL EXPENDITURES	170,000	73,122
		R9400	USE OF MONEY & PROPERTY	70,000	30,728
		R9600	CHARGES FOR SERVICES	100,000	32,006
		R9800	MISCELLANEOUS REVENUE		31,846
		TOTREV	GROSS REVENUE	170,000	94,580
		NETCOST	NET COUNTY COST (NCC)	0	(21,458)
128000	**65**	0643	PITTS/ANTIOCH AREA/BENEFT		
		E2000	SERVICES AND SUPPLIES	274	
		E5000	EXPENDITURE TRANSFERS	2,000	109
		GRSCST	GROSS EXPENDITURES	274	
		TOTEXP	TOTAL EXPENDITURES	2,274	109
		NETCOST	NET COUNTY COST (NCC)	2,274	109
128100	**65**	0644	MARSH CRK AREA OF BENEFIT		
		E2000	SERVICES AND SUPPLIES	10,000	
		E3000	OTHER CHARGES	20	22
		E5000	EXPENDITURE TRANSFERS	1,000	296
		GRSCST	GROSS EXPENDITURES	10,020	22
		TOTEXP	TOTAL EXPENDITURES	11,020	318
		R9400	USE OF MONEY & PROPERTY	1,500	304
		R9600	CHARGES FOR SERVICES	1,000	
		TOTREV	GROSS REVENUE	2,500	304
		NETCOST	NET COUNTY COST (NCC)	8,520	14
128200	**65**	0645	EAST COUNTY AREA OF BENEF		
		E2000	SERVICES AND SUPPLIES	249,000	
		E3000	OTHER CHARGES	1,000	252
		E5000	EXPENDITURE TRANSFERS	45,000	10,919
		GRSCST	GROSS EXPENDITURES	250,000	252
		TOTEXP	TOTAL EXPENDITURES	295,000	11,171
		R9400	USE OF MONEY & PROPERTY	175,000	67,643

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Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		R9600	CHARGES FOR SERVICES	120,000	14,181
		TOTREV	GROSS REVENUE	295,000	81,824
		NETCOST	NET COUNTY COST (NCC)	0	(70,653)
112200	**65**	0648	DRAINAGE DEFICIENCY		
		E2000	SERVICES AND SUPPLIES	6,005,024	
		E3000	OTHER CHARGES	1,501,500	395
		E5000	EXPENDITURE TRANSFERS	2,050,000	254,843
		GRSCST	GROSS EXPENDITURES	7,506,524	395
		TOTEXP	TOTAL EXPENDITURES	9,556,524	255,238
		R9200	LICENSE/PERMIT/FRANCHISES	1,142,000	(980,813)
		R9400	USE OF MONEY & PROPERTY	360,000	95,018
		R9800	MISCELLANEOUS REVENUE		102,476
		TOTREV	GROSS REVENUE	1,502,000	(783,319)
		NETCOST	NET COUNTY COST (NCC)	8,054,524	1,038,557
112300	**65**	0649	PUBLIC WORKS		
		E3000	OTHER CHARGES	135,860	531,368
		E5000	EXPENDITURE TRANSFERS	4,891,000	691,776
		GRSCST	GROSS EXPENDITURES	135,860	531,368
		TOTEXP	TOTAL EXPENDITURES	5,026,860	1,223,143
		R9200	LICENSE/PERMIT/FRANCHISES		12,700
		R9400	USE OF MONEY & PROPERTY	365,000	75,552
		R9600	CHARGES FOR SERVICES	4,661,860	9,380,040
		TOTREV	GROSS REVENUE	5,026,860	9,468,292
		NETCOST	NET COUNTY COST (NCC)	0	(8,245,149)
100300	**65**	0650	PUBLIC WORKS		
		E1000	SALARIES AND BENEFITS	35,846,689	16,677,800
		E2000	SERVICES AND SUPPLIES	8,967,736	4,108,830
		E3000	OTHER CHARGES	75,000	51,747
		E4000	FIXED ASSETS	54,000	10,729
		E5000	EXPENDITURE TRANSFERS	(7,170,892)	(2,070,255)
		GRSCST	GROSS EXPENDITURES	44,943,425	20,849,105
		TOTEXP	TOTAL EXPENDITURES	37,772,533	18,778,850
		R9500	INTERGOVERNMENTAL REVENUE		(88,274)
		R9600	CHARGES FOR SERVICES	1,072,036	282,759
		R9800	MISCELLANEOUS REVENUE	36,437,719	17,196,124
		TOTREV	GROSS REVENUE	37,509,755	17,390,609
		NETCOST	NET COUNTY COST (NCC)	262,778	1,388,241
110300	**65**	0651	PUB WKS-LAND DEVELOPMENT		
		E2000	SERVICES AND SUPPLIES	1,106,250	151,654
		E3000	OTHER CHARGES	85,000	3,727
		E5000	EXPENDITURE TRANSFERS	5,000,000	1,686,143
		GRSCST	GROSS EXPENDITURES	1,191,250	155,381
		TOTEXP	TOTAL EXPENDITURES	6,191,250	1,841,524
		R9200	LICENSE/PERMIT/FRANCHISES	395,000	147,573
		R9500	INTERGOVERNMENTAL REVENUE		2,071
		R9600	CHARGES FOR SERVICES	1,780,000	632,530
		R9800	MISCELLANEOUS REVENUE	4,014,124	715,457
		TOTREV	GROSS REVENUE	6,189,124	1,497,632
		NETCOST	NET COUNTY COST (NCC)	2,126	343,892

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
129000	**65**	0653	BETHEL ISLAND AREA OF BENEFT		
		E2000	SERVICES AND SUPPLIES	58,148	
		E3000	OTHER CHARGES	350	53
		E5000	EXPENDITURE TRANSFERS	550,000	387
		GRSCST	GROSS EXPENDITURES	58,498	53
		TOTEXP	TOTAL EXPENDITURES	608,498	440
		R9400	USE OF MONEY & PROPERTY	15,000	6,685
		R9600	CHARGES FOR SERVICES	21,000	3,347
		TOTREV	GROSS REVENUE	36,000	10,032
		NETCOST	NET COUNTY COST (NCC)	572,498	(9,592)
100300	**65**	0661	ROAD CONSTRUCTION		
		E2000	SERVICES AND SUPPLIES	15,773,870	13,530,303
		E3000	OTHER CHARGES	6,490,500	637,496
		E5000	EXPENDITURE TRANSFERS		3,346
		GRSCST	GROSS EXPENDITURES	22,264,370	14,167,798
		TOTEXP	TOTAL EXPENDITURES	22,264,370	14,171,144
		R9400	USE OF MONEY & PROPERTY		35,000
		R9500	INTERGOVERNMENTAL REVENUE	22,179,370	6,956,232
		R9600	CHARGES FOR SERVICES	35,000	1,343,217
		R9800	MISCELLANEOUS REVENUE	50,000	1,888
		TOTREV	GROSS REVENUE	22,264,370	8,336,338
		NETCOST	NET COUNTY COST (NCC)	0	5,834,806
110800	**65**	0662	ROAD CONSTRUCTION-RD FUND		
		E2000	SERVICES AND SUPPLIES	22,107,047	5,729,069
		E3000	OTHER CHARGES	452,500	1,409,887
		E5000	EXPENDITURE TRANSFERS	4,000,000	3,263,063
		GRSCST	GROSS EXPENDITURES	22,559,547	7,138,956
		TOTEXP	TOTAL EXPENDITURES	26,559,547	10,402,019
		R9400	USE OF MONEY & PROPERTY		67,241
		R9500	INTERGOVERNMENTAL REVENUE	12,623,000	2,355,830
		R9600	CHARGES FOR SERVICES	4,603,000	1,585,070
		R9800	MISCELLANEOUS REVENUE	947,000	73,174
		TOTREV	GROSS REVENUE	18,173,000	4,081,316
		NETCOST	NET COUNTY COST (NCC)	8,386,547	6,320,703
110800	**65**	0672	ROAD MAINTENANCE-RD FUND		
		E2000	SERVICES AND SUPPLIES	4,280,971	3,296,312
		E3000	OTHER CHARGES	2,139,190	387,249
		E4000	FIXED ASSETS	1,116,455	138,206
		E5000	EXPENDITURE TRANSFERS	12,592,581	7,292,861
		GRSCST	GROSS EXPENDITURES	7,536,616	3,821,767
		TOTEXP	TOTAL EXPENDITURES	20,129,197	11,114,629
		R8980	FUND BALANCE	259,084	
		R9500	INTERGOVERNMENTAL REVENUE		1,091,491
		R9600	CHARGES FOR SERVICES	55,000	111,736
		R9800	MISCELLANEOUS REVENUE	1,820,790	535,952
		TOTREV	GROSS REVENUE	2,134,874	1,739,178
		NETCOST	NET COUNTY COST (NCC)	17,994,323	9,375,451
110800	**65**	0674	MISCEL PROPERTY-ROAD FUND		

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		E3000	OTHER CHARGES	2,000	97
		E5000	EXPENDITURE TRANSFERS	12,500	3,129
		GRSCST	GROSS EXPENDITURES	2,000	97
		TOTEXP	TOTAL EXPENDITURES	14,500	3,226
		R9400	USE OF MONEY & PROPERTY	7,000	3,660
		TOTREV	GROSS REVENUE	7,000	3,660
		NETCOST	NET COUNTY COST (NCC)	7,500	(434)
110800	**65**	0676	GEN ROAD PLAN/ADM-RD FUND		
		E2000	SERVICES AND SUPPLIES	423,050	95,773
		E3000	OTHER CHARGES	940,100	197,008
		E5000	EXPENDITURE TRANSFERS	3,254,350	1,664,180
		GRSCST	GROSS EXPENDITURES	1,363,150	292,781
		TOTEXP	TOTAL EXPENDITURES	4,617,500	1,956,961
		R9400	USE OF MONEY & PROPERTY		206
		R9500	INTERGOVERNMENTAL REVENUE	5,000	
		R9600	CHARGES FOR SERVICES	276,000	20,265
		R9800	MISCELLANEOUS REVENUE	662,500	64,939
		TOTREV	GROSS REVENUE	943,500	85,409
		NETCOST	NET COUNTY COST (NCC)	3,674,000	1,871,552
138800	**65**	0678	SPRW FUND		
		E2000	SERVICES AND SUPPLIES	4,834,523	11,693
		E3000	OTHER CHARGES	350,000	261,451
		E5000	EXPENDITURE TRANSFERS	1,700	3,791
		GRSCST	GROSS EXPENDITURES	5,184,523	273,144
		TOTEXP	TOTAL EXPENDITURES	5,186,223	276,935
		R9400	USE OF MONEY & PROPERTY	533,000	85,334
		R9800	MISCELLANEOUS REVENUE		50
		TOTREV	GROSS REVENUE	533,000	85,384
		NETCOST	NET COUNTY COST (NCC)	4,653,223	191,551
139000	**65**	0680	RD DVLPMNT DISCOVERY BAY		
		E2000	SERVICES AND SUPPLIES	12,700	
		E3000	OTHER CHARGES	300	48
		E5000	EXPENDITURE TRANSFERS	5,000	129
		GRSCST	GROSS EXPENDITURES	13,000	48
		TOTEXP	TOTAL EXPENDITURES	18,000	177
		R9400	USE OF MONEY & PROPERTY	13,000	3,959
		R9600	CHARGES FOR SERVICES	5,000	3,943
		TOTREV	GROSS REVENUE	18,000	7,903
		NETCOST	NET COUNTY COST (NCC)	0	(7,726)
139200	**65**	0682	ROAD IMPRVMNT FEE		
		E2000	SERVICES AND SUPPLIES	1,985,380	225,951
		E3000	OTHER CHARGES	4,029	789
		E5000	EXPENDITURE TRANSFERS	560,591	6,945
		GRSCST	GROSS EXPENDITURES	1,989,409	226,740
		TOTEXP	TOTAL EXPENDITURES	2,550,000	233,685
		R9400	USE OF MONEY & PROPERTY	642,596	212,164
		R9500	INTERGOVERNMENTAL REVENUE	100,000	(164,780)
		R9600	CHARGES FOR SERVICES	625,000	46,466
		R9800	MISCELLANEOUS REVENUE	300,000	

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		TOTREV	GROSS REVENUE	1,667,596	93,850
		NETCOST	NET COUNTY COST (NCC)	882,404	139,835
139400	**65**	0684	RD DEVLPMNT RICH/EL SOBRT		
		E2000	SERVICES AND SUPPLIES	87,600	
		E3000	OTHER CHARGES	400	47
		E5000	EXPENDITURE TRANSFERS	7,000	2,664
		GRSCST	GROSS EXPENDITURES	88,000	47
		TOTEXP	TOTAL EXPENDITURES	95,000	2,711
		R9400	USE OF MONEY & PROPERTY	20,000	2,706
		R9600	CHARGES FOR SERVICES	75,000	19,068
		TOTREV	GROSS REVENUE	95,000	21,774
		NETCOST	NET COUNTY COST (NCC)	0	(19,063)
139500	**65**	0685	RD DEVLPMT BAY POINT AREA		
		E2000	SERVICES AND SUPPLIES	79,650	
		E3000	OTHER CHARGES	350	105
		E5000	EXPENDITURE TRANSFERS	80,000	8,213
		GRSCST	GROSS EXPENDITURES	80,000	105
		TOTEXP	TOTAL EXPENDITURES	160,000	8,318
		R9400	USE OF MONEY & PROPERTY	35,000	12,116
		R9600	CHARGES FOR SERVICES	125,000	
		TOTREV	GROSS REVENUE	160,000	12,116
		NETCOST	NET COUNTY COST (NCC)	0	(3,798)
139900	**65**	0687	RD DEVLPMNT PACHECO AREA		
		E2000	SERVICES AND SUPPLIES	10,000	
		E3000	OTHER CHARGES	300	93
		E5000	EXPENDITURE TRANSFERS	35,000	9,103
		GRSCST	GROSS EXPENDITURES	10,300	93
		TOTEXP	TOTAL EXPENDITURES	45,300	9,196
		R9400	USE OF MONEY & PROPERTY	21,000	5,905
		R9600	CHARGES FOR SERVICES	1,000	
		TOTREV	GROSS REVENUE	22,000	5,905
		NETCOST	NET COUNTY COST (NCC)	23,300	3,291
111400	**65**	0697	NAVY TRANS MITIGATION		
		E2000	SERVICES AND SUPPLIES	9,081,972	
		E5000	EXPENDITURE TRANSFERS	20,000	
		GRSCST	GROSS EXPENDITURES	9,081,972	
		TOTEXP	TOTAL EXPENDITURES	9,101,972	
		R9400	USE OF MONEY & PROPERTY	300,000	30,323
		TOTREV	GROSS REVENUE	300,000	30,323
		NETCOST	NET COUNTY COST (NCC)	8,801,972	(30,323)
111500	**65**	0699	TOSCO/SOLANO TRANS MTGTN		
		E2000	SERVICES AND SUPPLIES	181,000	
		E3000	OTHER CHARGES	1,000	228
		E5000	EXPENDITURE TRANSFERS	18,000	(17,401)
		GRSCST	GROSS EXPENDITURES	182,000	228
		TOTEXP	TOTAL EXPENDITURES	200,000	(17,173)
		R9400	USE OF MONEY & PROPERTY	200,000	70,925
		TOTREV	GROSS REVENUE	200,000	70,925

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		NETCOST	NET COUNTY COST (NCC)	0	(88,098)
140100	**65**	0841	AIRPORT OPERATIONS		
		E1000	SALARIES AND BENEFITS	2,135,653	1,083,398
		E2000	SERVICES AND SUPPLIES	1,051,602	465,852
		E3000	OTHER CHARGES	788,031	340,343
		E5000	EXPENDITURE TRANSFERS	222,000	136,354
		GRSCST	GROSS EXPENDITURES	3,975,286	1,889,593
		TOTEXP	TOTAL EXPENDITURES	4,197,286	2,025,947
		R9400	USE OF MONEY & PROPERTY	3,596,584	1,961,691
		R9500	INTERGOVERNMENTAL REVENUE		(20,292)
		R9600	CHARGES FOR SERVICES		7,176
		R9800	MISCELLANEOUS REVENUE	458,162	217,327
		TOTREV	GROSS REVENUE	4,054,746	2,165,902
		NETCOST	NET COUNTY COST (NCC)	142,540	(139,955)
140100	**65**	0843	AIRPORT FIXED ASSETS		
		E2000	SERVICES AND SUPPLIES		1,410
		E4000	FIXED ASSETS	2,566,000	137,351
		GRSCST	GROSS EXPENDITURES	2,566,000	138,760
		TOTEXP	TOTAL EXPENDITURES	2,566,000	138,760
		R9500	INTERGOVERNMENTAL REVENUE	2,434,375	562,955
		TOTREV	GROSS REVENUE	2,434,375	562,955
		NETCOST	NET COUNTY COST (NCC)	131,625	(424,195)
100300	**66**	0020	PURCHASING		
		E1000	SALARIES AND BENEFITS	945,265	464,785
		E2000	SERVICES AND SUPPLIES	244,762	112,011
		E5000	EXPENDITURE TRANSFERS	(207,920)	(75,924)
		GRSCST	GROSS EXPENDITURES	1,190,027	576,796
		TOTEXP	TOTAL EXPENDITURES	982,107	500,872
		R9600	CHARGES FOR SERVICES	143,544	71,772
		R9800	MISCELLANEOUS REVENUE	108,327	8,480
		TOTREV	GROSS REVENUE	251,871	80,252
		NETCOST	NET COUNTY COST (NCC)	730,236	420,620
150100	**66**	0064	ISF FLEET SERVICES		
		E1000	SALARIES AND BENEFITS	1,927,166	818,312
		E2000	SERVICES AND SUPPLIES	8,296,270	3,559,690
		E3000	OTHER CHARGES	4,325,368	261,655
		E4000	FIXED ASSETS	2,912,780	1,308,960
		E5000	EXPENDITURE TRANSFERS	(2,252,000)	(589,436)
		GRSCST	GROSS EXPENDITURES	17,461,584	5,948,617
		TOTEXP	TOTAL EXPENDITURES	15,209,584	5,359,181
		R9600	CHARGES FOR SERVICES	12,107,404	42,054
		R9800	MISCELLANEOUS REVENUE	189,400	6,041,451
		TOTREV	GROSS REVENUE	12,296,804	6,083,506
		NETCOST	NET COUNTY COST (NCC)	2,912,780	(724,325)
100300	**66**	0063	FLEET SERVICES		
		E1000	SALARIES AND BENEFITS		10,874
		E2000	SERVICES AND SUPPLIES	298,530	322,023
		E3000	OTHER CHARGES		226,804

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		E4000	FIXED ASSETS	625,680	809,040
		E5000	EXPENDITURE TRANSFERS		(579,661)
		GRSCST	GROSS EXPENDITURES	924,210	1,368,741
		TOTEXP	TOTAL EXPENDITURES	924,210	789,080
		R9600	CHARGES FOR SERVICES		(1,791)
		R9800	MISCELLANEOUS REVENUE	243,013	1,251
		TOTREV	GROSS REVENUE	243,013	(541)
		NETCOST	NET COUNTY COST (NCC)	681,197	789,621
100300	**66**	0077	GEN CO BLG OCCUPANCY COST		
		E2000	SERVICES AND SUPPLIES	12,620,098	7,824,209
		E5000	EXPENDITURE TRANSFERS		61,447
		GRSCST	GROSS EXPENDITURES	12,620,098	7,824,209
		TOTEXP	TOTAL EXPENDITURES	12,620,098	7,885,656
		R9400	USE OF MONEY & PROPERTY	73,001	36,920
		R9600	CHARGES FOR SERVICES	3,920	4,966
		R9800	MISCELLANEOUS REVENUE		94,388
		TOTREV	GROSS REVENUE	76,921	136,273
		NETCOST	NET COUNTY COST (NCC)	12,543,177	7,749,383
100300	**66**	0078	GSD OUTSIDE AGENCY SVC		
		E2000	SERVICES AND SUPPLIES	506,925	493,424
		E5000	EXPENDITURE TRANSFERS		191,863
		GRSCST	GROSS EXPENDITURES	506,925	493,424
		TOTEXP	TOTAL EXPENDITURES	506,925	685,286
		R9400	USE OF MONEY & PROPERTY	4,202	3,678
		R9600	CHARGES FOR SERVICES		144,260
		R9800	MISCELLANEOUS REVENUE	492,984	63,173
		TOTREV	GROSS REVENUE	497,186	211,112
		NETCOST	NET COUNTY COST (NCC)	9,739	474,174
100300	**66**	0079	BUILDING MAINTENANCE		
		E1000	SALARIES AND BENEFITS	19,884,196	9,284,397
		E2000	SERVICES AND SUPPLIES	40,178,591	23,725,044
		E3000	OTHER CHARGES	33,321,827	9,033,273
		E4000	FIXED ASSETS	6,935	48,440
		E5000	EXPENDITURE TRANSFERS	(61,106,770)	(27,420,576)
		GRSCST	GROSS EXPENDITURES	93,391,549	42,091,155
		TOTEXP	TOTAL EXPENDITURES	32,284,779	14,670,579
		R9600	CHARGES FOR SERVICES	31,978,679	17,489,204
		R9800	MISCELLANEOUS REVENUE	306,100	1,114,360
		TOTREV	GROSS REVENUE	32,284,779	18,603,564
		NETCOST	NET COUNTY COST (NCC)	0	(3,932,985)
100300	**66**	0148	PRINT & MAIL SERVICES		
		E1000	SALARIES AND BENEFITS	1,722,753	745,867
		E2000	SERVICES AND SUPPLIES	2,795,279	1,452,653
		E3000	OTHER CHARGES	50,953	33,216
		E5000	EXPENDITURE TRANSFERS	(4,053,155)	(2,045,030)
		GRSCST	GROSS EXPENDITURES	4,568,985	2,231,736
		TOTEXP	TOTAL EXPENDITURES	515,830	186,707
		R9600	CHARGES FOR SERVICES	514,880	335,394
		R9800	MISCELLANEOUS REVENUE	950	860

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		TOTREV	GROSS REVENUE	515,830	336,254
		NETCOST	NET COUNTY COST (NCC)	0	(149,547)
100300	**66**	0149	GENERAL SERVICES ADMIN		
		E1000	SALARIES AND BENEFITS	4,121,496	1,941,234
		E2000	SERVICES AND SUPPLIES	384,651	201,177
		E3000	OTHER CHARGES	1,500	1,647
		E5000	EXPENDITURE TRANSFERS	(4,507,347)	(1,868,888)
		GRSCST	GROSS EXPENDITURES	4,507,647	2,144,057
		TOTEXP	TOTAL EXPENDITURES	300	275,169
		R9600	CHARGES FOR SERVICES		260,832
		R9800	MISCELLANEOUS REVENUE	300	16
		TOTREV	GROSS REVENUE	300	260,848
		NETCOST	NET COUNTY COST (NCC)	0	14,321
100300	**66**	0473	KELLER SRCHRGE/MITGN PROG		
		E2000	SERVICES AND SUPPLIES	395,546	317,537
		GRSCST	GROSS EXPENDITURES	395,546	317,537
		TOTEXP	TOTAL EXPENDITURES	395,546	317,537
		R9200	LICENSE/PERMIT/FRANCHISES	335,546	80,327
		R9800	MISCELLANEOUS REVENUE	60,000	50,896
		TOTREV	GROSS REVENUE	395,546	131,223
		NETCOST	NET COUNTY COST (NCC)	0	186,314
120600	**85**	0008	REVENUE CO LIBRARY TAXES		
		R9000	TAXES CURRENT PROPERTY	20,669,927	20,437,650
		R9100	TAXES OTHER THAN CUR PROP	(5,236)	3,929
		R9500	INTERGOVERNMENTAL REVENUE	831,536	104,581
		TOTREV	GROSS REVENUE	21,496,227	20,546,159
		NETCOST	NET COUNTY COST (NCC)	(21,496,227)	(20,546,159)
120600	**85**	0113	PLANT ACQUIS-LIBRARY FUND		
		E4000	FIXED ASSETS	800,328	
		GRSCST	GROSS EXPENDITURES	800,328	
		TOTEXP	TOTAL EXPENDITURES	800,328	
		NETCOST	NET COUNTY COST (NCC)	800,328	0
120600	**85**	0620	LIBRARY-ADMIN & SUPPORT SVCS		
		E1000	SALARIES AND BENEFITS	8,073,730	3,652,915
		E2000	SERVICES AND SUPPLIES	3,264,975	1,462,709
		E3000	OTHER CHARGES	1,128,657	420,907
		E4000	FIXED ASSETS	178,632	73,756
		E5000	EXPENDITURE TRANSFERS	32,412	17,106
		GRSCST	GROSS EXPENDITURES	12,645,994	5,610,287
		TOTEXP	TOTAL EXPENDITURES	12,678,406	5,627,393
		R9400	USE OF MONEY & PROPERTY	68,000	23,420
		R9500	INTERGOVERNMENTAL REVENUE	529,967	102,132
		R9600	CHARGES FOR SERVICES	129,917	10,200
		R9800	MISCELLANEOUS REVENUE	1,451,280	38,623
		TOTREV	GROSS REVENUE	2,179,164	174,374
		NETCOST	NET COUNTY COST (NCC)	10,499,242	5,453,019
120600	**85**	0621	LIBRARY-COMMUNITY SERVICES		

Mid-Year Budget Status Report

Fund	Agency			Current Year Adjusted Budget	Total Year-to-Date
		E1000	SALARIES AND BENEFITS	12,038,143	5,914,278
		E2000	SERVICES AND SUPPLIES	2,253,750	847,084
		E3000	OTHER CHARGES	1,681,497	1,070,415
		E4000	FIXED ASSETS	900,000	140,944
		GRSCST	GROSS EXPENDITURES	16,873,390	7,972,721
		TOTEXP	TOTAL EXPENDITURES	16,873,390	7,972,721
		R9400	USE OF MONEY & PROPERTY		205
		R9500	INTERGOVERNMENTAL REVENUE	2,445,300	498,729
		R9600	CHARGES FOR SERVICES	917,100	369,840
		R9800	MISCELLANEOUS REVENUE	215,600	217,421
		TOTREV	GROSS REVENUE	3,578,000	1,086,195
		NETCOST	NET COUNTY COST (NCC)	13,295,390	6,886,526
120700	**85**	0622	CASEY LIBRARY GIFT		
		E3000	OTHER CHARGES	258,035	5
		GRSCST	GROSS EXPENDITURES	258,035	5
		TOTEXP	TOTAL EXPENDITURES	258,035	5
		R9400	USE OF MONEY & PROPERTY	8,000	606
		TOTREV	GROSS REVENUE	8,000	606
		NETCOST	NET COUNTY COST (NCC)	250,035	(601)
100300	**95**	0579	VETERANS SERVICE OFFICE		
		E1000	SALARIES AND BENEFITS	657,746	318,339
		E2000	SERVICES AND SUPPLIES	79,460	29,494
		GRSCST	GROSS EXPENDITURES	737,206	347,833
		TOTEXP	TOTAL EXPENDITURES	737,206	347,833
		R9500	INTERGOVERNMENTAL REVENUE	95,000	57,500
		R9600	CHARGES FOR SERVICES	50,000	
		TOTREV	GROSS REVENUE	145,000	57,500
		NETCOST	NET COUNTY COST (NCC)	592,206	290,333
100300	**95**	0630	COOPERATIVE EXTENSION SVC		
		E1000	SALARIES AND BENEFITS	275,262	146,706
		E2000	SERVICES AND SUPPLIES	26,285	11,103
		E5000	EXPENDITURE TRANSFERS	29,256	10,261
		GRSCST	GROSS EXPENDITURES	301,547	157,809
		TOTEXP	TOTAL EXPENDITURES	330,803	168,070
		NETCOST	NET COUNTY COST (NCC)	330,803	168,070
100300	**99**	0990	CONTINGNCY APPROP-GENERAL		
		E6000	PROVISIONS FOR CONTINGENCIES	10,000,000	
		GRSCST	GROSS EXPENDITURES	10,000,000	
		TOTEXP	TOTAL EXPENDITURES	10,000,000	
		NETCOST	NET COUNTY COST (NCC)	10,000,000	0

Attachment C

List of Funds

100300	GENERAL FUND
104100	REVENUE FUND COUNTY SERVICE AREA
105600	COUNTY LAW ENFRCMT-CAP PROJ
105700	JUSTICE FACILITY CONSTRUCTION
105800	JUVENILE HALL -CAP PROJ
105900	ELLINWOOD CAP-PROJ
110000	RECORDER MODERNIZATION
110100	COURT / CLERK AUTOMATION
110200	FISH AND GAME
110300	LAND DEVELOPMENT FUND
110400	CRIMINALISTICS LABORATORY
110500	SURVEY MONUMENT PRESERVTN
110600	CRIM JUSTICE FACILITY CONSTR
110700	COURTHOUSE CONSTRUCTION
110800	ROAD
110900	TRANSPORTATION IMPROVEMENT
111000	SANS CRAINTE DRAINAGE
111100	PRIVATE ACTIVITY BOND
111200	PH-BART TRANSIT PLANNING
111300	AFFORDABLE HOUSING SPEC REV
111400	NAVY TRANS MITIGATION
111500	TOSCO/SOLANO TRNS MITIGATION
111600	CHILD DEVELOPMENT FUND
111700	TRANS IMPRVMNT-RODEO/CROCKETT
111800	HUD NSP
111900	USED OIL RECYCLING GRANT
112000	CONSERVATION & DEVELOPMENT
112100	CDD/PWD JOINT REVIEW FEE
112200	DRAINAGE DEFICIENCY
112300	PUBLIC WORKS
112400	D A CONSUMER PROTECTION
112500	DOMESTIC VIOLENCE VICTIM ASST
112600	DISPUTE RESOLUTION PROGRAM
112700	ZERO TOLRNCE-DOM VIOLENCE
112800	D A REVENUE SEIF
112900	D A REVENUE NARCOTICS
113000	D A ENVIRONMENT/OSHA
113100	DA FORFEITRE-FED-DOJ
113200	PH BART GREENSPACE MTCE
113300	R/ESTATE FRAUD PROSECUTE
113400	CCC DEPT CHILD SPPRT SVCS
113500	EMERGENCY MED SVCS FUND
113600	PROP 36-SUB ABUSE CP ACT
113700	AB75 TOBACCO TAX FUND
113800	PROP 10-CSAS SPECIAL REV
113900	TRAFFIC SAFETY FUND
114000	PUB PROTECT-SPEC REV FUND
114100	SHERIFF NARC FORFEIT-ST/LOCAL
114200	SHERIFF FORFEIT-FED-DOJ
114300	SUP LAW ENFORCEMENT SVCS
114400	LOCAL LAW ENFORCEMENT BJP
114500	SHERIFF FORFEIT-FED TREASURY
114600	PROP 63 MH SVCS ACCT
114700	PRISONERS WELFARE FUND
114800	COMM COLL CHILD DEV-FUND
114900	PROBATION OFFICERS SPECIAL FUND
115000	AUTOMATED SYS DVLPMNT
115100	PROPERTY TAX ADMIN
115200	VLF SECURITIZATION FUND
115500	IHSS PUBLIC AUTHORITY
115600	DNA IDENTIFICATION FUND
120600	COUNTY LIBRARY
120700	CASEY LIBRARY GIFT
123100	HERCUL/RODEO CROCK A OF B
123200	WEST COUNTY AREA OF BENEF
123300	KENSINGTON AREA OF BENEFT
123400	NORTH RICHMOND AOB
124000	MARTINEZ AREA OF BENEFIT
124100	BRIONES AREA OF BENEFIT
124200	CENTRAL CO AREA/BENEFIT
124300	SO WAL CRK AREA OF BENEFT
124400	BOGUE RANCH AREA OF BENEF
125000	LAMORINDA AREA OF BENEFIT
126000	ALAMO AREA OF BENEFIT
127000	SOUTH CO AREA OF BENEFIT
128000	PITTS/ANTIOCH AREA/BENEFT
128100	MARSH CRK AREA OF BENEFIT
128200	EAST COUNTY AREA OF BENEF
128300	BRENTWOOD AREA OF BENEFIT
128400	DELTA EXPRESSWAY DEV FEES
129000	BETHEL ISL AREA OF BENEFT
131800	CRIM JUSTICE AUTOMATION
132800	COUNTY CHILDRENS
133200	ANIMAL BENEFIT
133400	CO-WIDE GANG AND DRUG
133700	LIVABLE COMMUNITIES FUND
134000	AVA SERVICE AUTHORITY
134700	CDBG SM BUS&MICROENT LOAN
134800	CDB 1ST-TIME HMEBYR LOAN
134900	HUD BLDG INSP NPP
135000	RETIREMENT UAAL BOND FUND
135100	NATURAL DISASTER
135200	RET LITGTN STLMNT DBT SVC
136000	CENTRAL IDENTIFY BUREAU
138800	SPRW FUND
138900	EAST/CENT TRAVEL CORRIDOR
139000	RD DVLPMNT DISCOVERY BAY
139100	RD DVLPMNT BISHOP RANCH
139200	ROAD IMPRVMNT FEE
139300	RD DEVELOPMENT OAKLEY
139400	RD DEVLPMNT RICH/EL SOBRT
139500	ROAD DEVELOPMENT BAY POINT
139600	RD DEVELOP CROW CANYON
139900	RD DEVLPMNT PACHECO AREA
140100	AIRPORT ENTERPRISE
142000	SHERIFF LAW ENF TRNG CNTR
142500	CHILDCARE ENTERPRISE
145000	HOSPITAL ENTERPRISE
145100	REGENCY HILLS HOSPITAL ENTERPRISE
145200	CREEKSIDE SNF HOSPITAL ENTERPRISE
146000	HMO ENTERPRISE
146100	HMO ENTERPRISE-COMM PLAN
146200	MAJOR RISK MED INSUR ENT
150100	FLEET ISF

ATTACHMENT D

COUNTY WIDE EMPLOYEE
COST SAVINGS SUGGESTIONS

A. SUGGESTIONS THAT COULD BE IMPLEMENTED IMMEDIATELY

1. Fund and implement a county hot line for employees and the public to report waste, fraud or other matters concerning county resources.

2. Closely review the county's interpretation of FMLA. Many employees use this to not come to work. Supervisors can't discipline or correct behavior. Impossible to run a business with inadequate and inconsistent staffing.

3. Overhaul of the whole administrative and Personnel process, which presently functions in a 19th century model in response to 21st century environment. Have Health Service clerical and Personnel completely separate from downtown to speed efficiency responsiveness and relevancy .

4. Sponsor County employee exercise program. County can charge for the service and those who participate will hopefully be more healthy and have fewer sick days.

5. Reduce the time for inquiry of public information to 10 minutes and charge any time spent by staff for more than 10 minutes; or increase the rate charge for any time spent by staff over 15 minutes. Enforce charging over the allotted time.

6. The county could save money by requiring all meetings that can take place by phone or video conference to be held that way instead of employees driving to meetings offsite and charging the county mileage.

7. Study countywide finance departments and systems to update the processes and make use of technology and staffing. The processes surrounding the Auditor’s office and Treasurers office are cumbersome and difficult.

8. Market services to cities and agencies with a business plan that ensures full funding for services provided. The flip side is to review current marketing of services to ensure County service does not suffer due to services provided to outside agencies.

9. Along the same line as above item. Why do County Departments need to pay overdraft charges against funds that are inadequate to provide the services expected? It seems there must be a solution to this waste for programs that are obviously woefully underfunded.

FACILITIES

10. Turn off the refrigeration units in the old water fountains in all of the office buildings. We have bottled water coolers that most people use, so the basic tap-water water fountains are rarely used, and the refrigeration units in these are old, likely non energy-efficient, and burn a lot of electricity. The water fountain on this floor lets such a small amount of water out of it that it is completely unusable to anything but a micro-organism, to get any water out of it you'd have to put some major

suction on it for quite a while to get anywhere near enough water for a swallow, and it's been that way for at least the last 15 years. We might as well shut it off.

11. Initiate rolling "brown outs" - cycle the heat and air conditioning to be off 1 hour every so-many-hours. We'd probably never know or feel the difference. Try this as a pilot project in 1 building.

12. Modify building temperature two degrees.

13. Two times a week employees empty their own trash containers.

14. Expand GSD facilities and fleet services to the Housing Authority

15. I've noticed that maintenance will empty the trash cans, no matter if the can has one piece of paper in it or is full to the brim...this would be OK except for the fact that each time the trash can is emptied the plastic liner is also removed (even when there is only a paper or two in it)...with plastic bags seemingly taking over much of our landfills, I think waiting until the trash is full before emptying and putting in a new plastic liner makes more sense...this might not save much money, but it sure would help the environment...

16. Turn off all lights and fans in county buildings. I live in Martinez and drive by the county buildings with ALL the lights on. Especially the new District Attorney's office. Turn off computers, left on overnight which needlessly uses electricity.

17. Install motion detectors to turn on restroom lights.

18. I have a proposal to save the hospital a large sum of money by generating power using a hydro energy plant. I've been working with a company from Utah that specializes in hydro energy and they have expressed that they could save the hospital millions in energy costs over time. I am in the process of getting the information together to get it in front of you. However, I do need some help to be able to have accurate information for you. I need a history of power bills for the hospital for one year. The information I need is costs (highs and lows) and rates for one full year. How this works is the plant will be tied in to the water supply thru the pipelines which will turn turbines of the energy plant, thereby producing the energy from the hospitals own water supply. This is obviously a very simple explanation but there will be more detailed information in the formal proposal. The $60 million shortfall is a huge number to overcome, so I think the county needs a savings plan that will bring large amounts of savings very quickly, and cut down the debt and overhead costs. The benefits are many, but I think the money being saved in energy costs is the primary one. I look forward to working with you and please contact me to get me the energy costs of one full year, so I can get the figures to the power plant company.

19. Make better use of the county space we have now. Examine large empty spaces in any buildings that can be used to rearrange staff. For example, PHC has several conference rooms, do they really need that much space? Examine areas where perhaps we can put prefab mobile type offices behind existing county buildings for space, instead of expensive leases from privately owned buildings. Evaluate building space utilization/consolidate where possible.

RECYCLING/GREEN PROGRAMS

20. Increase recycling efforts.

21. Recycling garbage, landfill impact concepts; I have reduced the garbage output, and domestic bill, by recycling and reducing my landfill contributions, does this not work for the county as well? In Richmond, we'd tried initiating a recycling program, I arranged for all of the recycling bins for the clinic, but the public at large had no idea what they were throwing where, so they were removed; this was about 5 years ago. Is there a better educational program for the City of Richmond for recycling, which the health center could tap into? Is this an issue county wide?

22. Suspend the Green programs as they tend to cost more.

23. Look into purchasing and installing solar panels for energy for all county facilities/ buildings.

FLEET

24. Limit the number of County Vehicles and have a reservation system (similar to conference rooms) to sign out the cars. Hopefully this will force people to carpool, plan their schedules accordingly, and/or limit the trips they have to make out of the office. Less maintenance on the vehicles and other operating costs.

25. Have General Services conduct facility landscape maintenance on as as-needed rather than regular schedule. Every week someone is here to prune the atriums when the effort could be diverted to other areas of the County.

26. Establish liaison person to monitor shop repairs, costs and down time.

27. Move the custodians back to the graveyard shift. They can work much quicker if staff is not here to get in the way or to converse with. Also does the trash really need to be emptied once a day, what about every other day?

28. Switch out aging county cars to hybrid ones! Use CNG/electric vehicles – lower fuel costs.

29. I also wonder if we need as many county cars as we have available. I see many just sitting in parking lots and car costs add up. In our back lot (Health Services) has several county cars that look like they don’t always get used. Would it be wise to do a study and see how much time is actually needed in the vehicles and possibly sell off 25% or so of the cars? That would be great cost savings on maintenance, registration and insurance costs.

30. Suspend any commuting use of county vehicles, if any. Stop allowing the use of county cards to drive back and forth to work. Departments should require their workers to drive their own car to the lot and then drive a county card for jobs.

31. Consider restricting or eliminating use of County vehicles for commuting to and from home.

32. Reduce the use of home-garaged vehicles.

33. No county vehicles to be used for commuting out of the county.

34. Eliminate all subsidized County car and vanpools

ATTACHMENT D

POSITION MANAGEMENT/STAFFING

35. Eliminate unfunded vacant positions

36. Purge management positions (there are way too many managers)

37. Re-evaluate and scrutinize all the “assistants” people have in their departments.

38. Look at employees in full-time positions who consistently work less than 40 hours per week, and adjust their positions/benefits to correspond to the number of hours they are actually working. This should save money in benefits.

39. Streamline the recruiting process to eliminate multi step duplicative process between department personnel offices and human resources. Also work with personnel to streamline interview process. Screen the applications down to a manageable list size. Lots of staff time is invested in the interview process.

40. Change County Temps to part time no more than 30 hours a week..

41. Verify employee work schedules and that the forms are accurate. Also confirm by supervisor verification that employees are adhering to their agreed upon schedule by requiring accountability.

42. Investigate use of overtime, looking for planned use in lieu of staff. Eliminate/reduce overtime.

43. Do not require outside recruiting when there are qualified in-house candidates.

44. Maximize usage of inmate crew and duties.

45. Juvenile crews could/should be used for fine litter removal on roadsides.

AUTOMATION/ON-LINE RESOURCES/IMAGING

46. Would it be possible to automate the Annual Charity Campaign? A huge amount of staff time and paper resources are devoted to this worthy cause. It would be great if employees could view the campaign booklet and local charities on line and complete an automated form!

47. I just got my W-2 in yesterdays mail. If they were handed out with our 1/25/09 paychecks, the county could save several hundred in postage costs. Perhaps that could be implemented next year.

48. The County should also look at streamlining the payroll process. The current system is very costly in terms of paper and person hours to process. The software used by Health Services Payroll is actually designed for a bi-weekly payroll system. Switching to a bi-weekly payroll may make it easier for employees to absorb any pay cuts or increases in benefit costs.

49. Get rid of time sheets and only submit negative reporting for absences or make time sheets electronic like our CCHS contracting process so it can interface with payroll software.

50. Develop new business models that maximize “e-gov” initiatives

51. Make sure everything is on line with easy access-I can't tell you how often people still use 411 when phone numbers are on line. Use email to distribute memos, letter, cc:, etc. instead of hard copies.

52. Open enrollment. Have it on-line. Do not create packets, create an HR kiosk with computer access to computers. I suspect I could type it faster than I could write it. Currently it is charged to the CAO's office. 10,000 copies @ $1.09 per copy (staff time – 60 hours, printing and graphics); $.64 per copy without staff time. Print and mail service outsource the graphics and printing.

53. Send out Employee Wellness Newsletter online only.

54. Also when open enrollment comes around, I get so much literature from the county in the US mail. Perhaps a generic email can go out to all employees stating that if you want the information, request it and it can be sent via transmittal to your department. I just throw mine away because I'm not interested in changing my health plan, so not only is the cost of postage a factor, but also the cost of printing the information.

55. On line or electronic employee evaluations.

56. Investigate cost savings of using an imaging process instead of maintaining paper archive files.

57. Reduce off-site file storage. Storage and file retrieval cost is increasing. One way to eliminate or reduce our storage cost is by scanning documents. A number of the County's larger departments have been able to securing funding for scanning equipment and are benefiting from this technology. However, there is nothing currently available for small departments. Helping small departments reduce their filing and storage cost should considered in this budget cycle.

58. Use imaging system/web based application to transmit Accounts Payable documents/invoices for processing.

59. Create web based application to electronically transmit finance documents to the Auditor's office for processing.

60. Utilize website for services (park permits, solicitations, community center rentals, streetlight reporting tracking, etc.)

61. Web based project tracking & projected completion dates.

62. Use online services for communications with other Departments. Setting up a website, will save considerable time and effort. One can more efficiently conduct business; organize contracts, share documents with employees or contracts, even when you're out of the office.

63. Using the Automated BOS Agenda process, identify other functions that can be automated or use web based programs to streamline time/costs. Since the board orders are electronic, we can also send electronic copies via email to all the cc's and only print a hard copy for filing purposes.

64. We should think about getting copies of Adobe Acrobat for the clericals within each division so the board documents can be saved and stored efficiently. This would also help with interdepartmental communication as it would reduce the need to send everything via hard copies and interoffice mail

through GSD (for example: draft COA's could be reviewed and created using Adobe and then only the final copy would be a hard copy).

65. Use email software to track schedules and tasks which can improve our performance. Most people are good at creating to-do or task lists, but often become distracted and don't commit to a scheduled time to accomplish those tasks. By utilizing the task and reminder functions of an email program, one can set up a calendar that generates alerts, whether annual, weekly or daily.

66. Monitor/restrict computer use and websites. Charge employees for using county time to book air line tickets, order clothing, do their banking, etc. We need to keep these employees busy so they don't have time to play on the computer.

67. Eliminate hard-copy reference materials, to the extent electronic references area available and adequate for fieldwork.

68. Implement the use of an electronic timesheet to reduce the cost of printing timesheets that are duplicates, and to improve timeliness and efficiency of timesheet submissions and corrections.

69. Stop issuing physical pay stubs for employees who do not get checks – this process was tested and works – implement it or replace with online and telephone access to pay stub information.

70. Develop a procedure for expense checks to be direct deposited into accounts like paycheck.

71. Create opportunities for the community to complete applications and processes on-line.

72. Create an on-line application for processing HR forms.

73. Develop or purchase a procedures online template (that becomes the standard so that agencies have a format on how to move from binders to on-line access to procedures.

74. When providing results of testing or testing schedules, ask for an email address instead of a mailing address.

75. Use and open up access to the PeopleSoft application to its fullest extend.

76. Negotiate with existing media storage firm to establish County-wide service contract.3

77. Conduct a Direct Deposit Campaign to reduce the number of checks issued; send payment advices via email or post to a website that employees can access their information if they want.

78. Implement shared database for responding to incidents between departments. Often illicit discharges, complaints, etc., originate with other departments and info needs to be routed to numerous other divisions/departments. Streamline our County-wide referral process.

79. Focus our mission critical operations. For example: a more defined department-wide IT approach from current splintered approach.

80. Use projector to present meeting instead of printing and distributing hard copy handouts.

TRAVEL/TRAINING

81. Eliminate in-county meal reimbursement for managers/staff that attend meetings or trainings within county limits.

82. Raise number of miles you must accumulate before you can submit a Mileage Demand. Right now it's 20 miles (that's $11.00). I know it costs much more than that to process the check.

83. Pay county travel/employee demands quarterly instead of monthly. The cost of processing a warrant is approximately $19. Considering that most travel is now prohibited I don't think it would be a lot to have employees wait a few months to be reimbursed for smaller mileage checks.

84. Reduce staff recruiting trips (Cal, UC Berkeley….)

85. Limit travel/training to local/critically essential courses. Review training and travel requests with budget constraints in mind.

86. Review training needs; fund only IIPP mandatory training, review staff training requirements and needed training.

BUDGET AND FINANCE

87. Review the overhead budget within the Department and educate Department staff on the consequences of this expense.

88. Eliminate some of the divisional breakouts of expenditures. At the very least review the need for tracking costs on a divisional level for some costs (i.e. Computers).

89. Continue to refine our Program Budget process to make it a more relevant document.

90. Financing Deal Team. Establish a team to oversee financing deals, to ensure that the responsible staff negotiates the best business deal on behalf of the County.

91. Napa CAO is diligently working on creating a County-wide initiative to ensure the utmost accountability, transparency and efficacy by continuously reporting on the entire County and relating that reporting to the annual budget, so that constituents can see where money is being allocated and why – based on results.

92. Explore another POB transaction if feasible.

ORGANIZATIONAL DEVELOPMENT

93. Hope you can still get this one in - it's a proven program I would like to recommend that the County implement the Six Sigma/DMAIC process (a strategy used by many corporations to focus on process improvement and the reduction of variation and cost). In some cases, the improvements/ changes implemented would be transparent or improve the services we provide to the residents in our community. Within our department we have begun to improve efficiencies by reviewing the current workflows and making modifications, which have reduced paperwork and in turn will reduce expenses. If each department would take the initiative to review and analyze their current

workflows, the improvements and cost savings could have a substantial impact on our current working environment.

94. Establish a Performance Management System which can be a great tool to assist in program reduction decisions and to identify where the County gets the biggest bang for the buck. In order for such a system to be effective it normally needs to include not just programs but administrative functions as well.

95. Hire consulting firm to do a job audit on higher paying jobs to ensure county is getting full time work for a full time job. This may allow for some consolidating of positions, thereby saving money.

96. County should hire an outside private agency to do a complete audit of all County Departments. The audit would include how projects/divisions can run more efficiently, eliminate certain positions that are non-essential or could be handled by one person, etc.

97. Evaluate the Department's organizational structure to minimize overhead costs.

98. Review each department's organizational structure and department programs.

99. Establish an "Office of Organizational Management and Accountability" within the CAO.

CELL PHONES

100. What about decreasing the number of cell phones and just offer a discount to those employees who use their own phones to do business. This would cost less then paying a monthly bill, insurance, and the cost for the phones as well.

101. Develop uniformity in purchasing and plans for cell phones.

102. Curtail county paid cell phone use. Develop a countywide policy that defines appropriate use of cell phones limited to public protection or other critical safety functions. All other county paid cell phones should be discontinued.

CONTRACTING

103. Investigate current county contracts to decide whether or not they are beneficial to county savings.

104. Oversight. Require each department to have a person assigned to oversee department contracts, including the development of the contract and review of monthly billings. Any retroactive contract, request for "ratification," extension of the term of a contract or of the amount of the contract should be accompanied by a memo explaining the necessity for this action. Observations of current practices: many departments assign the contracting process to clerks to prepare, who generally are not equipped or inclined to exercise judgment as to the terms. Contracts, including price and other essential terms, are not negotiated. Services are not monitored. Sometimes a department may be contracting for four tasks, and the contract limit is reached (to their surprise) after only the first task is completed. Work is started before a contract is even drafted, making it impossible to negotiate the terms.

ATTACHMENT D

AFFIRMATIVE ACTION/SBE

105. The SBE program needs to be simplified. A lot of staff time (cost and delays) is spent jumping through hoops to get what we need to provide quality service to our customers.

106. Allow the department to execute PO up to $500 without either SBE or Outreach requirements.

107. One idea is to increase the maximum amount of a professional services contract awarded to a SBE counts towards meeting a Dept. SBE goal. Right now it's $50K ($25K for construction contracts). If we doubled that we could issue less professional services on-call contracts. Since each contract takes several hours to draft, review (internally), refine, and review (externally) this could save several thousands of dollars per contract.

108. Create a database for SBE/Outreach/Amendments and Renewals where departments can submit yearly vs. 6 months. Data generated should be integrated with the email programs; and later to the Reports submitted to the I.O. Committee.

109. Since the Board adopted Ord. 2008-07 allowing the CAO to approve service contract up to $100K; and we are going through a solicitation process already, it doesn't seem like much of a stretch to increase the payment limit of our on-call contracts to the $100K limit. If we are parsing out work to promote the SBE program, the Board could also determine contracts up to $100K are subject to the SBE process. Fewer but larger projects seem likely to be more efficient.

PRINTING

110. Encourage (direct) departments to restrain as much as possible the printing of electronic communications and attachments.

111. Reducing paper usage, double-sided printing/copies or distribute electronically via email and only print fax confirmation when needed.

112. Set computers to default to double-sided printing on printers and networked copiers (multi-functional devices) and facilitate the connection between the new copiers and the networks for departments that request this function. Singled-sided printing will still be available, if necessary, by choosing this option in the print menu on your computer

113. Policy to require that bids, quotes, proposals and other documents be submitted double-sided to the maximum extent possible.

114. I would like to see this publication as a pdf file and available online. I believe a lot of publications and newsletters can be changed to electronic reduce costs.

115. I would like to propose that the county stop printing expensive publications like the "County Clips".

TELECOMMUTING

116. Create or encourage a telecommuting program when appropriate, to reduce need for County facilities for the entire workforce.

117. One day of telecommuting per week has the potential to reduce overhead costs.

118. Allow telecommuting. Allow clinical personnel (nurses) in positions where calling patients is required to work from home (contacting patients during evening hours will increase productivity). Allow computer access from home.

TELECOMMUNICATIONS

119. Switch to a VOIP (voice over internet protocol) telephone system. We have this at home and it is VERY inexpensive. Example: SKYPE

120. Eliminate music played while on hold (if there is a phone charge for this)

121. Remove 411 access from all phone lines. I believe it costs about $1.75 per call.

122. Work more closely with cities to share cost efficiencies especially in law enforcement relative to arrest, booking and detention costs...convene a county-wide group which includes law enforcement, medical, mental health, emergency services, etc. to develop county-wide policies that will increase efficiency and effectiveness for all involved relative to chronic system users. (you can take advantage of a structure already in place called the multidisciplinary committee run by Central County Mental Health).

WORKERS COMPENSATION

123. Review our Worker's Comp policies and procedures. Why are we granting worker's comp to employees that were hurt doing something that is not in their job description? Example: under desk trying to catch a cricket; employee has been off for 2 months. Why don't we investigate the validity of claims? There are employees (usually problem employees) that have multiple claims. Makes it hard to run a business, provide timely patient care and brings down morale when we have inadequate staffing due to worker's comp claims.

PURCHASING/SUPPLIES/OFFICE MANAGEMENT/MAIL

124. Streamline the process of creating an Open P.O., and make it easier to extend them. Once an Open P.O. is created, other departments should be able to piggy-back on them easily. There are vendors used by a lot of different departments (Ace Hardware, for example). I'm sure there are a lot of services and supplies we have in common to other departments.

125. Four departments purchase large amounts of food – Health Services, Probation, Sheriff, EHSD, Community Services Bureau (Head Start, etc.) Might there be any savings by combining those functions or coordinating them?

126. Refillable pens and pencils.

127. Minimize or eliminate overnight mail deliveries. Coordinate department-wide for courier services to outside agencies.

128. I'm not really sure where the print mail services cardstock calendars are coming from ...they are pretty and I enjoy them but we are already provided with desk calendars. These may be an unnecessary expense.

129. Ban NCR Forms

130. We need to standardize ordering office supplies, computer equipment, etc. We need to standardize working materials. Not, I want a green pen or I want purple paper, larger computer screen or faster printer, special pens. It is obviously nice to have the cute little extras, but in these financial times we need to watch the ordering. During my employment at Santa Clara County and Alameda County, we rarely got to order pens and notebooks, and when we did, it was the least expensive item.

131. Freeze on purchase of new office furniture. Disallow the ordering of new furniture/office equipment when the necessary items, although not as nice, are available (which is most of the time) in surplus. Ideally, I propose a shared central bank (file) that stores and sorts information on what items are available, where the item is located, and when the item will be sent to surplus if there are no takers. The concept is similar to placing an ad on Craigslist or better yet, freecycle.org, which you can describe the item and even attach a picture.

132. Freeze on purchasing new computers, cell phones, printers, and copiers.

133. Replace copiers with one that has the capability to scan. I believe that if we did invest in this capability, we then could save money by not having to fax back and forth between offices.

134. Establish countywide copier standards.

135. Standardize envelopes to just a few sizes and color. When designing envelopes, remember to think of using bar coding as a way to handle return mail.

136. Current best practice for government agency paper purchasing is to select at least 35% post-consumer content to support environmental goals. If departments purchasing virgin copy paper switched to the Office Depot 10% post-consumer recycled content copy paper, they will see some small savings.

137. Encourage all employees to identify ways in which we can cut down our paper usage by at least 25% through reviewing the need for copies and by making all copies or prints double-sided, which will save the County significant dollars. At the end of the fiscal year, analyze the implementation of best practices by agencies and departments to measure our progress. All reduction in paper use will reduce expenditures.

138. There are also costs associated with recycling the discarded papers and energy use for copiers and printers.

139. Eliminate departmental newspaper subscriptions.

140. Before new furniture is ordered, see if what is already there or available in storage would suffice. Most county offices do not have people coming in. Most meetings are held in the conference

rooms. There is no need to impress in these stringent financial times when life-saving services are being cut, along with people's jobs.

141. When I was at the storage facility, I noticed a lot of computers, electric typewriters, office furniture, etc. outside and exposed to the weather and thus damaged beyond repair. Had they been stored properly inside, they could have been used by non-profits, students, or sold to bring in some money. If not, they need to be sent over to an e-waste facility. The storage area is a disgraceful mess. Get someone over to clean up and organize the storage area so there will be an accurate inventory of what is available and either re-issue the older computers where they can be used, or sell, donate or trash them. Hiring someone to repair computers or paint furniture would be a lot less expensive than buying fancy cherry wood.

B. SUGGESTIONS REQUIRING POLICY DIRECTION OR BOARD ACTION

1. For some specific charges, allow exemptions for County Departments. For instance, one County Department should not have to pay the Recorders Office for County business recording charges or County owned parcels paying penalties for taxes on a parcel.

2. Employees on a Leave of Absence will be required to apply for COBRA after 9 months until they return back to work

BUDGET REDUCTIONS

3. Look for ways to target general fund expenditures reductions and not just apply across the board cuts to employees. Allow Departments flexibility as to how to make general fund cuts. Some may reduce salaries some may reduce positions. Those departments who do not have significant general fund may be able to be ok.

4. Across–the-board reductions or furloughs may be politically expedient, but for a large number of programs, they could actually be very wasteful of program services resources while not actually saving County dollars.

5. Minimize across the board freezes and cuts and emphasize strategic cuts. Holding back hiring and implementation of non general fund programs is disruptive, expensive, and wasteful in the longer run.

6. Require the health care system to be self-supporting (start reducing GF subsidy)

HIRING/STAFFING

7. Impose a temporary moratorium on promotions that include a salary increase.

8. Stop using Apple temp agency workers for administrative assistants. This may seem like an inexpensive option at first but having multiple assistants in a short period of time is senseless. My time to orient them is costly. Their skill level is not adequate (although 1 person was very dedicated she left due to lack of benefits and permanent position). Their sense of "ownership" or dedication is not present. Hire a benefited person who will take pride in their job. Spend more to save more (in

terms of time saved and quality of work). You may want to check the history of length of time temp workers have spent in various positions and note the high turnover rate.

9. Reduce or eliminate the use of outside Contractors and Contract Agency Temps if in-house resources are available.

BOARD OF SUPERVISORS

10. NO FOOD POLICY. Set a good example to all and start with the BOS lunch!!!

11. Reduce BOS recent wage increase by 50%.

12. Schedule Board meetings twice per month.

13. Suspend weekly Board meetings. The Board should meet no more than monthly or possibly quarterly. The Board should delegate authority to make most decisions that are currently acted on weekly to the CAO or appropriate Department Heads.

14. Reduce expenditures by BOS for travel, furniture, office remodeling, meetings, etc.

15. Discontinue lunch for Board of Supervisors meetings.

MANAGEMENT CONTROL

16. Make managers accountable for the performance of their staff. Don't allow them to ignore poor performance.
17. Allow Department Heads to run their departments without drastic over broad policy actions. Example: Allow Department Heads to determine their own food budget within prescribed limits and budgets. It is contradictory to continue providing lunch to the BOS and discontinue this across the board in all Departments. It sends the wrong message.

MANAGEMENT PAY/BENEFITS

18. Reduce the amount of management hours (to offset managers working overtime.) Many exempts NEVER work overtime.

19. Suspend the management professional development fee.

20. Eliminate car allowance to those who have it.

21. The 7% pay cut that they are trying to impose on county employees, I propose to take it out of the Board of Supervisors and the County Administrator since they make enough money to do their job. A lot of positions can be saved with the 7%, if not, then they can cut up to 20% or 30% of the salary increase they received last year.

IMPLEMENTATION OF FURLOUGS

22. My dad used to work for U.C. Berkeley and he was telling me that when times got really tough they decided to layoff employees every Friday. U.C. Berkeley made a request through Unemployment that their workers be compensated for the 1 day a week layoff. This way, the employees received almost their entire paycheck but of course not the entire amount. He says that this has to be done as a whole by the company and that it cannot be each individual employee requesting unemployment. He did say it would require more paperwork to be done by the County though

ORGANIZATIONAL STRUCTURE

23. Remove signal and street light maintenance crews from GSD to PW. Remove park and landscape maintenance crews from GSD to PW with appropriate funding considerations. This could potentially streamline the efficiency for these operations.) The above idea could also be modified to move all park and landscape services to GSD and PW has no responsibility to landscape and park maintenance services.

24. Eliminate the County Affirmative Action and SBE Programs. These are hanging-on programs that have already served their purpose both in the areas of employment and procurement.

25. Suspend the Outreach and SBE Programs. Currently large amounts of money are spent trying to implement this program with only marginal results. May observation is that only the larger more sophisticated contractors really understand the program and are able to successfully meet the outreach. So that leaves many smaller contractors left out and not awarded county contracts, or contractors with more overhead get the county jobs. In addition, the PWD has re-advertised many times to try to meet the requirements of outreach. This probably cost the County at least $5K each time, and we have awarded to the second or third bidder. Last year on the slurry seal we spent more than an additional $100K to get the second bidder.

26. Merge IT into General Services.

27. Consolidate between departments shared divisions such as GIS, HR, Contract Administration.

28. Eliminating the Employee Wellness Program.

29. Suspend the employee service award program. The county pays a vendor an average of $120,000 each fiscal year for recognition and award items. Recognition and awards are important, however, there may be other ways to accomplish. No more anniversary gifts please! I just received one for ten years of service and though the cost of these gifts may not be high, I believe they are totally unnecessary and if nothing else quite a bit of staff hours are necessary to coordinate/make purchases for this program.

30. Either completely consolidate or completely separate Personnel/Human Resourced, IS/IT functions, purchasing. Not cost effective to have to go through so many different departments to accomplish a task, nor is there sufficient standardization to streamline the process.

HEALTH BENEFITS

31. Directly addressing OPEB at the benefits/retirement provision not through salary/premium freezes. Encourage Staff to choose cafeteria style benefits instead of costs shared across a single, and family plan. John Muir Family plan costs about $72 month and Sutter and Kaiser is free, we are

disadvantaged in hiring and retention when we freeze premium contributions that are already well in excess to those available in local Hospitals.

32. Consider expanding the County's existing Occupational Medicine Program by joining a Medical Provider Network (MPN) similar to an HMO for the treatment of work related injuries or illnesses.

CORE SERVICES

33. Eliminate non-essential tasks and programs (is Accreditation really worth the expense every 4 years?)

34. While many activities and services being funded by the County can be considered essential, "safety net" services, there are others that may be worthy and helpful, but not essential. Disbursement of County funds (either directly [e.g., via such funds as the Keller Mitigation Fund] or via contracts with CBOs) should be limited to critical services.

PROPERTY/FACILITIES

35. Fast cash: Sell Buchanan Airport, perhaps to the City of Concord. Long term investment in revenue potential: expand and develop the Airport into a sales tax generating village of stores, etc.

36. Cancel office moves/relocations unless incurred costs will be recouped within 12 months resulting in an annual cost savings.

37. Hold on new leases for office space.

38. Eliminate/reduce earthquake insurance on county buildings

39. Freeze on moving furniture and staff unless cost reducing

40. Identify and sell surplus County property.

41. Hold on building/remodeling projects not currently under construction

WORKERS COMPENSATION

42. Purchase liability and worker's comp insurance rather than self-insure. This would probably be more costly in the long term but would free up all our reserves in the short term.

43. Modify the purchasing contract procedures to suspend or eliminate the use of vendors such as Royal Office Supplies and others for office supplies and allow purchases based on market competition. Prior to these companies securing the contracts we had similar contract with CADDO. In both instances staff often found their prices were greater than what could be purchased on the open market or by using Office Depot, Office Max and other major office supply companies. While I understand the BOS and purchasing desire to use small businesses and minority owned businesses this should not be done to detriment of the County. There are small county departments (Revenue Collections) who do not have the freedom to find the best available price for the supplies we need has a negative impact on our ancillary budget. Therefore, recommending eliminating our exclusive use supply contract.

C. SUGGESTIONS THAT REQUIRE LABOR DISCUSSION AND AGREEMENT OR LEGISLATIVE ACTION

1. Cut in-home support services to serve only those patients who truly can't clean, cook, or shop for themselves. The abuses I see of this service are astounding.

2. Eliminate or discount funding life insurance programs for County and union employees (most people already have their own anyway).

3. Suspend or eliminate student worker program; have current staff take on additional work. Even though they are cheap. If permanent workers suffer take-aways through negotiations, it should be a no-brainer that there be no student hires.

4. Hire more non-engineers, instead of engineers. Many other agencies use non-engineers to perform what our engineers do here. When a deputy position opens up create a non-engineer deputy position to manage Real Property, Admin, Finance and IT. It does not make sense to be paying an engineer's salary to do what a non-engineer can do. There are other upper management positions that can also be managed by non-engineers, which the department should look into.

5. Explore possibility of using volunteers to assist with as many functions as possible.

6. Suspend COLA increases to contract employees.

7. Work with the unions on developing set performance standards for each classification and then enforce the standards. Have all supervisors and managers trained in documentation and performance coaching/counseling.

8. Reduce On-call and Call-back hours (some employees receive this perk and never work)

9. Consider selling some County Buildings with renewable leaseback and option for sellback. Custodial and maintenance function transferred to the lessor.

10. Farm out employees with seasonal work responsibilities to other divisions/departments – use staff more equitably. Example: Construction Inspectors may have more down time in winter when they could be used for conducting other types of inspections or overseeing contractors on other jobs such as trash clean up in flood control channels.

11. Require productivity standards for similar job classifications (when able) so that all programs are required to do the same level/amount of work to increase work product and therefore amount of services provided.

12. Change the firefighters work schedule to be the same as the Sheriff Deputies who work three shifts to protect residents every day of every hour and who do not have the draining outrageous overtime costs. The firefighters know just how to work it to their advantage to earn exorbitant amounts of overtime. I see it all the time and it is not fair to the County that they work the system.

13. Negotiate with labor unions to include a no strike clause, a no lay-off clause, and some unspecified language promoting ongoing worker cost saving suggestion, with a sharing of the monetary savings between workers and management.

14. Extend initial probationary period to 1 year for new hires.

15. Charge employees a monthly fee for parking in County controlled lots.

16. CCHP should research pharmacies as WalMart, Longs, CVS, etc., about offering plans for insurance like WalMart offers the general public in their $3.00 a month prescription.

NON-SALARY ITEMS

17. Freeze county share of Deferred Comp contributions.

18. Re-negotiate union contracts where possible to suspend non-salary extras, similar to a professional development fee.

19. Move to a monthly pay system (eliminate the “cash advance” option).

FURLOUGHS:

20. Shut down the county between Christmas and New Years. Very little work is done during this time. Keep only those offices open that are essential for the county to function. People should be allowed to use accruals if they have them; otherwise, the time off would be without pay. I would rather take a week of without pay than have salaries cut by 7%, thus negating all raises we have received over the past 5 years. It would take much longer than 5 years to regain any monies lost due to reducing salaries.

21. Suspend all alternative work schedules, particularly the 9-80. The 9-80 work schedule is a significant employee benefit and the county receives significantly less productivity under this plan.

22. Change work hours from 8 hour days to 9 hour days four days a week.

23. Change employees time to 10 hours a day four days a week.

24. Shorten working hours for all employees (which includes hourly, administrative, and management employees, but not including 24-hour operations) to 35 or 37.5 hours.

25. Close departments at 12 noon four days out of a month.

26. Shorten the week to a four-day workweek and close non-24 hour facilities on the fifth day.

27. Mandatory day off each month (same day for entire county) or voluntary furlough (as done several budget crisis ago). If practical, certain offices might be closed as well. Then have employee, or employees eligible for retirement, agree to have their pay for that day deducted from their paycheck and contributed to the General Fund, Hospital Fund, etc., in that way, their retirement base salary is not impacted. I understand that Sonoma County is doing this very thing.

28. If furlough or salary reduction is needed figure out way to keep final salary intact so those about to retire will not be harmed. One idea is to increase amount taken out for retirement as cost savings and not touch income levels.

29. Get rid of the VTO program that allows for full benefits and accruals for people working part time.

30. Employees forfeit 2 paid days once a month and possibly use their vacation/PTO to cover the paid days or we just forfeit those days with out pay.

31. One day a month off without pay. Please consider closing the county for a day or two a month rather than cutting positions. This is a considerable cost savings. It also leaves in tact the structure that is providing services now so that when/as things improve the structure is there to increase services again. I believe that employees are willing to make this kind of a sacrifice rather than lose jobs.

32. One non-paid furlough the day before or after one of the county holidays. The manager/employee would choose the day of non-paid furlough.

LEAVE

33. Change Volunteer Leave and Sick Leave to Paid Time Off to decrease lost productivity because of overuse of Sick Leave.

34. Every county worker volunteer to give one days work to a special county fund, either vacation, sick time or holiday. If everyone contribute this time and money could be useful. Maybe some could give 4 hours and others eight.

35. Cap sick balance to the same cap as vacation balance. When cap has been reached accruals over the cap will be awarded to the catastrophic leave bank. This will save money on how much retirees will be allowed to use to compute and draw on their retirement.

36. Cash benefit for employees using 0 sick leave.

OVERTIME/COMP TIME

37. Eliminate over-time and comp-time for all employees (including health and safety employees), and no compensation in dollars or as applied to a benefit; for example, as comp-time accruals for retirement benefits.

38. Create a maximum number of overtime hours represented employees can accrue per month/year

SALARIES AND WAGES

39. Increasing salaries significantly like +20% in exchange for offering a cut in retirement benefits. Encourage Staff to opt for a lower retirement payment bya much larger take home salary. Encouraging more independent saving for retirement with a tiered matched 401K for everyone.

40. County should offer all employees from all unions the same COLA.

41. Freeze ALL performance bonuses.

42. Eliminate Bi-lingual pay

43. Revisit some contract provisions, such as hazard pay and excessive shift differentials

44. Temporarily suspend all raises that have been granted/approved for the last 18 months and return salary to former level, excludes COLA increases.

45. Change monthly payroll deposits by at least one day. Employees with Credit Union accounts receive their funds a day early. Do not process the direct deposits or hand out paper checks until 3:00 p.m. on pay day in order to generate an extra day or two of interest in the County treasury.

HEALTH BENEFITS

46. Prorate all benefits and accruals for part-time employees. Currently pay 100% of health for employees working half time or more – should be prorated.

47. Have part-time employees pay a greater share of their health benefits to decrease the increased cost of part-time employees to make them equal to the cost of a full-time employee.

48. Change the structure of health benefits and have employees pay according to the number of members in their family that are covered. An employee covering a family consisting of 5 (husband/wife/3 children) would pay more than a family of 2 (single mom/one child).

49. Increase employee contribution to all health plans, including CCHP.

50. Start charging CCHP members for frivolous visits to ER's outside of the system.

51. Require a co-pay for employees' CCHP prescriptions.

52. Have only two health plan choices rather than three.

53. Health insurance option to fund Healthcare Spending Account.

54. Offer new hires county health insurance only.

55. Allow employees who are covered for health insurance under a spouse’s plan to choose to have a stipend paid to them instead of benefits.

56. Sliding scale for health care premiums for part time employees

WORK SCHEDULES

57. Re-evaluate the effectiveness of a 9/80 schedule. Possible options may be to have non-essential offices closed alternate Fridays with staff coming in a half day for training, meetings, etc. Would also improve staff availability and help with coverage needs

58. Absenteeism: Reduce stress in the office, allow flexibility (9/80s), and don't come to work when very sick. Apparently some people think the office will actually not function unless they are there. And, they wish to share everything, including their germs – and they do so generously, making others sick.

59. On July 8, 2008 the Contra Costa Times rand an article titled "Utah going to a 4-day workweek to save energy". It you look at that article in the archives, you will see how going to a 4 day work week would save the county thousands on some of the following: electricity, gas for company cars, days off for people who would be able to make appointments on those off days instead of taking time out of a normal workday, not to mention the savings for us commuters who don't have good access to public transit and the gas goes back up to $5.00 a gallon. There would be other savings also that I will not list here. I know that some services such as the hospitals, etc could not do that, but for the offices and workers who can, it would be wonderful. I know that if CA. and CC County is so far behind the other states in energy saving ideas that this would not be implemented here, even putting the workers on 9/80 would offer SOME savings, but obviously not as much as a full 4/10 would.

GOVERNANCE

60. Privatize the County hospital.

61. Board of Directors for Health services with a budget and authority to allocate funds according to best practice guidelines and Licensing requirements-could be answerable to BOS but not have them make decisions on Healthcare allocation which they are less equipped than Health Srvice Administration to do.

62. Create all independent fire districts.

CONTRACTING OUT

63. Outsource or contract all non-core county functions. In some cases this might require higher base pay but the county would realize savings with eliminating employee benefits.

64. Outsource Revenue Collection

65. Change state law to allow us to contract out Janitorial and Landscape services.

66. Have an outside contract perform minor services (oil, lube, filter and maybe even tire rotations and smog/smoke checks) in our maintenance yards on Fridays, evenings, or weekends. This will reduce down time for vehicles, and the cost to transport and service equipment

67. Privatize fleet services.

68. Suggest General Services to bid against outside contractors for landscape maintenance in hopes of reducing costs. Not unlike how Public Work Surveys bid by Bypass work.

69. Privatize services when that would result in savings and when legally feasible (e.g., new functions and low-risk functions. At the same time, before a contract is approved an evaluation should be made as to whether the contract work can be done by existing staff or if it is truly specialized work

requiring expert outside assistance. This requires evaluation by the department (and perhaps a written explanation) and oversight by the County Administrator's Office.

70. Investigate use of contractors, looking for long term use in lieu of staff.

71. Evaluate what services can be contracted out, for example testing of applicants, billing, accounts receivable.

WORKERS COMPENSATION

72. Be more aggressive with worker's compensation claims, including setting and sticking with time lines for claimants to become permanent and stationary.

73. Modify or eliminate the County's Workers' Compensation salary continuation plan.

74. Modify or eliminate the County's continuing pay of wages (up to 3 hours per day for the duration of the claim) if the employee must attend medical appointments for a work related injury or illness during the work day.

RETIREMENT

75. Reduce subsidy of employee contributions to CCC Employees Retirement Association.

76. One policy I see is most wasteful and is not a policy in the private sector is the way retirement benefits are calculated. It is my understanding that a county worker can be paid for all unused sick time and vacation time in the last paycheck and it results in their annual income increasing significantly and then the amount of money they receive during their retirement is increased by that amount, because their retirement is based on income of the last working year. This extra padding on the salary results in lucrative retirement packages for those individuals who work a great deal of overtime or do not take vacation. Many companies are requiring their employees to use vacation on an annual basis. This time is used to refresh and regenerate the employee. It seems to me that having a retirement program benefits employees who have served for many years, often at salaries un-commeasuring the private sector. I'd like to see the retirement continue, but at a more equitable rate directly proportional to the salary an individual earns, without the padding.

77. Implement a stronger incentive at retirement. If it's worth more at retirement, it would save a lot of money today.

78. CCC retirees should have to use CCHP and assign their Medicare to them in order to better contain coast. This is still a generous offer, and if one chooses to use other services, they would need to pay out of pocket.

79. Retirees that are on the penny plan could pay at least $5.00 a month for their benefits

HOLIDAYS

80. Give up one floating holiday a year, if unable to do due to union rules, then ask for volunteers.

81. Do away with the following holidays: Lincoln's Birthday, Admissions Day and Columbus Day. This would cut overtime costs 3 times a year. (for nurses etc)

D. SUGGESTIONS THAT ARE NOT FEASIBLE TO IMPLEMENT

1. I was inspired that yesterday President Obama capped all of his senior staff salaries at $100,000. While I do not, nor any of my colleagues make $100,000 salaries, it occurs to me that someone in a position to do so might re-evaluate some of the costly Administrative and/or Medical positions which do command exceedingly high salaries (and cap their salaries). Might this be a consideration for cost savings? Why should the civil servant be the only one asked to sacrifice in these difficult times? I believe that everyone should be held accountable to our budget crisis, and everyone should be asked to contribute to the solution.

2. Allow employees to adjust the thermostats in their areas in the buildings. It is a lot cheaper to let an employee turn up the thermostat in a room to keep that room warmer than it is to pay for the electricity for the employee to run a small heater under their desk and pay the additional PG&E to air-condition the room at the same time. It just seems silly to pay to heat and cool the room at the same time. I know that people aren't supposed to have the heaters here, but people will bring them in as long as the offices are ridiculously uncomfortable to work in.

3. With a draught coming we are longtime overdue for signs in bathrooms like the 60's(?), if it's yellow, mellow, if it's brown flush it down. Hopefully saves water bill and water!

4. Put all electronics on timers and power strips. Lights can be put on timers as well.

5. Hire no one. Redeploy existing staff as necessary to accommodate retirements and other departures.

6. Impose a temporary moratorium on new hires and on replacing employees who have left County employment.

7. Create a spending over-site committee to ensure the tax money we spend is utilized properly. It seems to me a lot of money is wasted on unnecessary purchases and many employees conduct themselves as if county money is a never ending well. A committee poking their nose into everything may prevent this. As long as you allow them access to everything.

8. Add GPS to county issued cell phones to track employee whereabouts.

9. Before a contract for outside legal services to a department is approved, the County Administrator's Office should consult with County Counsel to determine whether the work can be done by County Counsel or whether it needs to be done by the outside attorney. Ordinarily, the same work can be done more inexpensively by County Counsel. Legal contracts should be prepared and administered by County Counsel. The monthly billings should be sent to County Counsel for review and approval, and then forwarded to the department to be paid. When departments are allowed to hire their "own" attorneys, they tend to call them for all kinds of miscellaneous advice that they should be referring to County Counsel. Monitoring of the billing enables us to determine whether this is happening. When this does occur, County Counsel would advise the Deputy County Administrator assigned to the department. The County Administrator's Office could then take action to stop the practice.

10. Do not bring retirees back on contract. This is “double dipping” so to speak. Not only do they get their retirement check with benefits but they also get top step on their past classification with 5% additional pay in lieu of benefits. This is insane. There is ZERO excuse in not filing positions with a person within the unit or on the promotional list. This is just another case of wasted tax payer money and as a tax payer of this County and a County employee this practice needs to stop.

11. I am not an accountant, so I can't speak to the cost savings, but a lot of companies that are having budget problems seem to send off senior people with golden parachutes. I wouldn't be surprised if there were some managers here that would be willing to leave with the right parachute package. Encourage early retirement on a voluntary basis. There must be some precedence for this, with some incentives. With any retirements, idea above will take effect.

12. Offer some golden handshakes for employees with 30+ years. (Service time and/or age).

13. Golden handshakes for early Retirement. (For people with five years or less to retire.)

14. Merge Treasurer and Auditor.

15. Merge Clerk-Recorder and Assessor.

16. Decentralize the Department of Information and Technology (DoIT). Allow the individual departments in the County to manage their Information Technology either through existing department staff or by contract as each department determines. Consolidate all IT services and budget these services from one central organization.

17. A voluntary work reduction program, in which employees can opt for one day off without pay during a pay period but maintain full time benefits and accruals. Santa Clara County offers this type of program.

18. Encourage voluntary time off without pay up to some percentage of time, while keeping benefits. Maybe require supervisor or department head approval.

19. Request 'volunteers' to 'donate' some of their sick leave/vacation to the fund. I, for one, would be willing to do this.

20. Ask all employees making over $20.00 per hour ($40,000. per year) to take a temporary 5% pay cut.

21. Pay cut: 10% for those who gross over $80,000; 5% for those who gross $40,000 to $79,000; 3% for those who gross less than $40,000. Everyone takes the pay cut from BOS to lowest paid worker. No exceptions. This will end in 4 years when everyone will have pay restored to the level they are at today. No retroactive pay, etc., etc.,

22. Eliminate long term workers compensation employees. Get then off the books.

ATTACHMENT E

EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
2008-2009 COST SAVINGS SUGGESTIONS

Summary

The Employment and Human Services Department has solicited and reviewed almost 400 "cost savings suggestions" from its employees. To date, 31 of these have been implemented in full or part. Another 39 are under serious consideration. Over $621,000 in savings has been realized in the current fiscal year and were factored into the reductions the Department has taken to date. An additional $132,000 is projected to be realized from adoption, most of this also in the current fiscal year.

Background

In October of 2008, EHSD agreed to a recommendation from its five labor organizations to form a joint "Labor-Management Cost Savings Task Force" as part of a strategy to prepare for pending budget cuts. The goal of the task force was to solicit suggestions from staff that would either reduce costs or increase the efficiency of work processes. A "Zoomerang" survey was sent out to all 1,700 of the department's employees soliciting their suggestions. Almost 400 specific suggestions were received. The Task Force reviewed them and identified which ones merited further examination. Department managers reviewed the feasibility as well as cost savings or workload savings potential of those the Task Force identified. Several had already been implemented, and others were implemented as part of the December budget reductions which the Department took.

To date, 31 of the suggestions have been implemented in full or part. Another 39 are under serious consideration. Over $621,000 in savings have been realized in the current fiscal year and were factored into the reductions the Department has already taken. An additional $132,000 in savings are projected to be realized from adoption of the others, most of this also in the current fiscal year. Although some of the suggestions would only yield one-time savings, continuation of the practices suggested by some of the others will yield additional cost savings in the 09-10 Fiscal Year and beyond. The Task Force continues to meet to review the status of implementation of adopted suggestions and suggestions still under study. Task Force members also continue to propose additional cost savings ideas to explore.

The suggestions that have been accepted for adoption for which specific cost savings have been identified are summarized below. Following this list is a sample of some of the other suggestions which have been adopted for which there is as yet no cost savings estimate or are still under study. In addition, Department managers have also implemented a number of additional projects to reduce costs, maximize state and federal revenue, or improve the efficiency of work processes. Some of these are listed at the end.

Adopted Costs Savings Suggestions
Savings Identified

Suggestion	**Savings Already Taken**	**Additional Savings to be Taken**
Reduce janitorial services by 10% including reduction in grounds maintenance.	$117,090	
Discontinue client newsletter: "Opportunity Knocking"	$60,000	
Eliminate the "General Assistance Hearing Officer" – transfer this responsibility to the G.A. Supervisors	$90,058	
Eliminate county general funds from the contract for the "Welcome Home Baby" program [still receives First Five and Medi-Cal funds].	$316,908	
Eliminate the "CalWIN" Help Desk Unit	$37,000	
Prohibit overnight travel to out of county conferences unless cost is totally covered by non-county funds and there is a funder requirement or critical business reason.		$24,000
Use recycled ink cartridges for printers.		$30,000
Reduce IT Capital Projects and associated overtime		$49,000
Solicit voluntary furloughs – 771 voluntary furlough hours were actually taken in December and January		$23,000
Change the default margins on Word Documents from 1.25" to 1" [illustrated on this document].		$5,000
Eliminate staff recognition events-"Breakfast at Joe's"		$1,500
TOTAL	**$621,056**	**$132,500**

Adopted Costs Savings Suggestions
Savings Not Yet Identified

Review cell phone and Blackberry usage. Assign cell phones and Blackberries only to those staff for which there is a demonstrated business need.
Implement an automated recording for clients calling the offices that would let clients know when the office is closed and provide them with information on the correct number to call for various services.
Maximize the use of the Department's "Polycom" remote broadcasting Equipment" for both training and meetings.
Continue to accept requests for voluntary furloughs.
Replace fleet vehicles with hybrid vehicles [will occur as vehicles come up for replacement].
Check the irrigation system at 1650 Cavallo Road in Antioch.

Examples of Cost Savings Suggestions Under Consideration

- Make the default printer setting for all documents two-sided. Although this can't be done with many of the prescribed state forms we use, all staff have been encouraged to use 2-sided printing whenever possible.
- Recycle unused forms in the intake packets for public assistance applications.
- Create a web portal so clients can access forms on-line.
- Create a work room for Social Workers at Juvenile Court so that they can work on other tasks while waiting for their case to come up. We're currently exploring assigning them lap tops so they can do other work while waiting.
- Stop buying individual desk printers. Require all users to print to network printers.
- Be more aggressive in pricing out contracts. Compare fees paid by non-government agencies.
- Establish one phone number for client complaints.

Management Initiated Business Improvement Projects

- Provide intensive training to all supervisors and staff on using the appropriate codes to record those activities that qualify for maximum state and federal funding [completed].
- Upgrade the department's phone system so that clients can access information about their benefits through an Interactive Voice Response system.
- Review the reception processes in EHSD offices to identify changes in procedures that will better handle the increasingly larger numbers of persons coming in to apply for assistance. Preliminary research has already been conducted looking at some of the systems which the Department of Motor Vehicles has put in place
- Maximize the use of the increased Medi-Cal allocation to add positions which can be fully funded from this allocation.
- Improve the review of Foster Care Eligibility determinations to ensure all foster children eligible for federal reimbursement are identified.
- Integrate "General Assistance" staff with CalWorks staff to provide more flexibility in backing up application processing tasks.
- Explore the feasibility of sending CalWIN print jobs directly to the department's electronic document management system – CaseStars – so that documents don't have to be first printed out then manually scanned into CaseStars.

ATTACHMENT F

HEALTH SERVICES DEPARTMENT
EMPLOYEE COST SAVINGS SUGGESTIONS

Employees from the Health Services Department have submitted 1,135 ideas as of February 11, 2009 and more come in every day. Every suggestion is being evaluated for possible cost savings. A number of these suggestions have already been implemented, and many more are under review for possible implementation. The campaign ends February 14.

Here is what is happening to some of those suggestions.

Immediate Implementation

Because there is great urgency to the County's financial situation, the Health Services Director is acting to take immediate action on the following:

- Beginning with the March issue of the Director's Report, virtually all printed copies of the publication will be discontinued. It will still be available online at cchealth.org and some small quantities will be available for those who don't have access to a computer. That should save close to $10,000 annually.

- All Division Directors and Program managers have been asked to look closely at the systems they have in place for ordering supplies, equipment, furniture and other items. They have been reminded to use the most cost effective purchasing strategies, keeping acquisitions to a minimum and ensuring that there are controls over how supplies are being used.

- Consistent with a directive issued by the County Administrator (CAO) in December, there will be no county funds spent for food or beverages, including water, at county meetings. Purchase orders will be rejected for those items if they are bought with County funds and there is no prior approval from the CAO's office.

- All out-of-county travel and **expenses related to conferences** must be approved by the Health Services Director and will not be authorized unless there is special grant or other funding available to cover the costs. Teleconferencing will be used wherever possible to attend meetings out of county.

- A review of areas such as cell phones, Blackberries, pagers and county vehicles has been ordered to ensure that they are properly assigned and that the county costs are appropriate.

- The Health Services Personnel Director will be issuing a bulletin to supervisors and managers highlighting their responsibilities for cost containment.

- HSD has posted many ideas on their intranet site, including a list of things employees themselves can do to reduce expenses, including printing double sided, turning out lights etc.

ATTACHMENT F

Streamlining Operations

Many HSD employees submitted ideas about how to streamline operations as well as to reduce costs. Some of the ideas included consolidating positions, utilizing staff more effectively, acquiring software at no cost, saving energy and more. Division Directors and program managers are reviewing all those ideas. Some other ideas will no doubt be implemented soon because many of the Division Directors have commented, “this is a good idea,” “we will look into this immediately.” Others will take longer to analyze – sometimes the cost of improving a process will be beyond what can be paid for now.

Contra Costa County

To: Board of Supervisors

From: Silvano B. Marchesi, County Counsel

Date: February 24, 2009

Subject: Initiation of Litigation

RECOMMENDATION(S):
CONSIDER whether to join litigation filed by Sacramento County against the State Controller and other State officials, challenging their deferral of various required social services payments to counties.

FISCAL IMPACT:
None.

BACKGROUND:
On February 13, 2009, the State Controller took action to defer payment to counties relating to specified social services programs, to "preserve cash" for legal claims against the State of California. Such payments are mandated by State law and have been appropriated by the Legislature. The Controller has stated that these payments will be paid in March, after 30 days, but future deferrals will be considered on a month-to-month basis.

The impact on Contra Costa County so far totals $9,602,858, including deferral of the following payments:

$153,600: Adoptions Administration

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

Contact: Silvano Marchesi, (925) 335-1800

By: Jane Pennington, Deputy

cc:

BACKGROUND: (CONT'D)

$27,338: Adoptions Assistance
$253,906: Adult Protective Services
$150,912: CalWIN Project
$722,242: CalWorks Administration
$4,623,962: CalWORKS Assistance
$45,713: Cash Assistance Program for Immigrants
$1,074,119: Child Welfare Services IV-E
$279,340: Child Welfare Services IV-B
$210,858: Other Child Welfare Service funding
$681,960: Food Stamps
$34,902: Foster Care Administration
$611,888: Foster Care Assistance
$18,200: Independent Living Program
$700,139: In-Home Supportive Services
$30,200: Licensing

This County does not have sufficient resources to cover the State's share of benefit payments to welfare recipients. This County has insufficient resources to cover, for a length of time, the deferral of its costs to administer these and other programs. Nevertheless, counties are charged, under state law, with carrying out the programs that are subject to these deferrals. At least as to some of the programs subject to deferred payments, the County will be faced with a statutory duty to carry out the programs and insufficient funds to do so.
Sacramento County has filed suit in Sacramento County Superior Court to challenge this deferral. The county has asked other counties to join its litigation, and about 28 counties have done so to date.

The litigation seeks the following remedies:

a. Writ of mandate requiring the Controller to release any previously appropriated state and/or federal funds that he has previously withheld for either assistance or administrative costs.

b. Writ of mandate requiring the Controller, the State Treasurer, and others to issue warrants to the County for which funds have been appropriated for the identified programs (as identified in the Budget Act) that are not currently exhausted or otherwise legally encumbered and/or to determine whether any current appropriation is available for specified purposes and, if so, to approve payment from such appropriation.
c. A judicial declaration that the Controller is statutorily obligated to promptly and fully allocate appropriations to counties.
d. A judicial declaration that the County satisfies its legal duty by providing assistance/services with any federal funds allocated for such assistance/services and with the County share of cost as statutorily determined, and that the County has no legal duty to backfill any state or federal funds that are deferred by the Controller.
e. A temporary restraining order and injunction, enjoining the State Controller from withholding state and/or federal funds until appropriate Notices of Action have been issued by the State, advising recipients of reductions in benefits or assistance.

Contra
Costa
County

To: Board of Supervisors

From: COB

Date: February 24, 2009

Subject: Board Report

RECOMMENDATION(S):
CLOSED SESSION

FISCAL IMPACT:

BACKGROUND:

☐ APPROVE

☑ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009**

☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE:
John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: June McHuen, Deputy

Contact:

cc:

CLERK'S ADDENDUM

Supervisor Bonilla reported hosting a community forum on the budget crisis at the Diablo Valley Democratic Club, which Dr. Walker, Director of Health Services and Joe Valentine, Director of Employment and Human Services also attended; Supervisor Uilkema reported attending a community meeting on co-sponsored Aging and Adult Services on fall prevention; Supervisor Piepho reported attending a Friday Night Live event in San Ramon Valley emphasizing the neighborhood and social impacts of juvenile alcohol consumption.

Contra Costa County

To: Board of Supervisors

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

Date: February 24, 2009

Subject: Approve and Authorize the Public Works Director, or designee, to partially close a portion of Parker Avenue, Rodeo area. (District II)

RECOMMENDATION(S):
ADOPT Resolution No. 2009/57 approving and authorizing the Public Works Director, or designee, to partially close a portion of Parker Avenue, on March 14, 2009 from 9:00 am through 10:00 am, for the purpose of Opening Day Parade, Rodeo area. (District II)

FISCAL IMPACT:
None.

BACKGROUND:
Applicant shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road for planned activities.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Emy L. Sharp, Deputy

Contact: Bob Hendry 335-1575

cc: Julie Carlson, Engineering Services, Bob Hendry

ATTACHMENTS

Resolution No.
2009/57

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2009/57

Approving and Authorizing the Public Works Director, or designee, to parially close a portion of Parker Avenue, on March 14, 2009 from 9:00 am through 10:00 am, for the purpose of Opening Day Parade, Rodeo area. (District II)

RC-09-1

IT IS BY THE BOARD RESOLVED that permission is granted to Rodeo Baseball Association to partially close Parker Avenue, except for emergency traffic, on March 14, 2009 for the period of 9:00 am through 10:00 am, subject to the following conditions:

1. Traffic will be detoured via neighboring streets.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Rodeo Baseball Association 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, the California Highway Patrol and the Fire District.

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Bob Hendry 335-1575

cc: Julie Carlson, Engineering Services, Bob Hendry

Contra Costa County

To: Board of Supervisors

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

Date: February 24, 2009

Subject: Approve Encroachment Permit by County of Alameda Public Works Agency for Vasco Road Overlay Project, Brentwood Area. Project No. 0662-6R4069-09

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Roadway Encroachment Permit issued by the County of Alameda Public Works Agency as required for the construction of the Vasco Road Overlay Project, and arrange for payment of the $225 permit fee and reimbursement costs for inspection and related expenses incurred by the County of Alameda Public Works Agency in relation to this project in accordance with said permit.

FISCAL IMPACT:

There will be no impact to County General Fund. The estimated project construction cost is $2,700,000 and is completely funded by Federal funds authorized through the Economic Stimulus Bill. The $225 permit fee will be funded by local road funds.

BACKGROUND:

Public Works Department is gearing up for the Vasco Overlay project in anticipation of the Federal Economic Stimulus Bill. The purpose of this project is to improve the pavement condition of Vasco Road by providing an asphalt concrete overlay from the Alameda County Line north for a distance of 3.1 miles. The estimated construction cost of this project is $2,700,000 and

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Larry Theis 313-2166

cc: M.Epps, L. Theis, S. Frances

BACKGROUND: (CONT'D)

will be funded by federal funds authorized through the upcoming Economic Stimulus Bill. Temporary construction area signs and portable changeable message boards will need to be placed in the Alameda County right of way. Thus the property owner, Alameda County, requires that the County enter into a Roadway Encroachment Permit to place the necessary construction area warning signs for this project. Furthermore, as a requirement to receive the Federal Funds, the County must obtain this permit in its name and not delegate this solely to its project contractor. To meet the expected tight deadlines to construct the Vasco Road Overlay project this summer, it is necessary to obtain this permit now, prior to the approval of the federal Economic Stimulus Bill. This roadway encroachment permit is an essential part of the county's project submittal package to Caltrans for their review and approval.

The encroachment permit provided by Alameda County requires the County to defend and indemnify Alameda County "from and against all claims, losses, damages, liabilities, or expenses, including reasonable attorney fees incurred in the defense thereof, for the death of or injury to any person or persons (including the permittee's or the County's employees) or damage to any property and/or business loss or economic harm that arises out of or is in any way connected with the issuance of this permit or with work performed by permittee or permittee's contractors, consultants, or agents under this permit (collectively "Liabilities")."

The effect of this provision is to cause the County to assume liability for any business loss or economic harm that arises out of the County's use of Alameda's County right of way. While it would be preferable to revise the provision to eliminate the County's liability for business loss and economic harm, it is staff's opinion that the possibility of triggering business loss or economic harm to Alameda County by installing construction signs and portable changeable message boards within their right of way is very remote. For this reason, and because of the limited time available to obtain the permit before the Federal Funding deadline, we are recommending the permit be approved in its present form.

CONSEQUENCE OF NEGATIVE ACTION:

Without this permit, the $2.7 million in federal funding will be in jeopardy.

ATTACHMENTS

G:\Design\BOARD ORDERS\2009\Roadway Encroachment Permit.pdf

Work Order Number:*	Permit Number:
*This WO is ____ / is not _____ open for charges.	Permit Issuance Date:_____ Permit Expiration Date:

COUNTY OF ALAMEDA PUBLIC WORKS AGENCY
ROADWAY ENCROACHMENT PERMIT

This Permit is issued in accordance with Chapter 12.08 of the Alameda County General Ordinance Code

Name & Address of Property Owner:	Job Site Address:
_____ _____ _____ Phone Number:	BETWEEN ALAMEDA COUNTY LINE AND SUNNY AVENUE IN LIVERMORE (~5 miles)
Name & Address of Contractor: TBD _____ _____ Phone Number:	(This statement to be completed by the Agency) This permit is issued to the owner __ / contractor __ ; if "owner" is checked, he/she is __ / is not ___exempt from the requirement that work in the roadway be performed by a licensed contractor.

The Applicant intends to perform the following work scope:

INSTALLING & MAINTAINING TEMPORARY CONSTRUCTION AREA SIGNS AND PORTABLE CHANGEABLE MESSAGE SIGNS

Licensed Contractor Declaration:

I hereby affirm, under penalty of perjury, that I hold the following contractor's license, which is in full force and effect, under the applicable provisions of the State Business and Professions Code.

License Class and No.

Contractor's Signature:

Worker's Compensation Insurance Declaration:

I hereby affirm, under penalty of perjury, that I will, during the performance of any and all work authorized by this permit, satisfy the requirements of the State Labor Code with regard to Worker's Compensation Insurance, as declared below:

___ I will maintain a certificate of consent to self-insure.

___ I will maintain the following insurance policy:

Carrier's Name and Policy No.:

___ I will not employ any person in any manner so as to become subject to the worker's compensation laws of the State.

Owner's/Contractor's Signature:

All work and/or access shall be performed in accordance with the requirements of Chapter 12.08 and, unless otherwise specified below, shall be fully compliant with each of the terms and conditions of the attached General Provisions:

CALL THIS NUMBER FOR INSPECTIONS:

Bond Information:	Insp. Fee ___ or Deposit ___:
BY:_____, Alameda County	Work Completed (Date):_____ Inspector:

I certify that the information that I have entered into this permit application is correct, and I agree to comply with all of the terms and conditions and other requirements of the issued Permit.

_____ Signature of Applicant

_____ Date

THIS PERMIT IS INCOMPLETE WITHOUT THE ATTACHED GENERAL PROVISIONS

INSPECTION REQUIREMENTS

- **All encroachments authorized by this Permit shall be subject to monitoring, inspection, and/or testing by a County representative; notify the County before you start work by calling the number on the front of this form.**

- If the face of this Permit is marked to indicate that the assigned County work order is open for charges, a job account will be opened and the assigned inspectors and other representatives will charge the actual cost of all required tests and inspections against this account. All cost overruns must be resolved prior to closeout of this Permit. Any underruns will be returned to the Permittee as soon as possible following the closeout.

CAUTION!

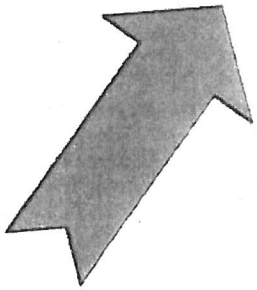
Most traffic signals and some streetlights are connected to their power sources with underground wiring. Many signals are also wired to traffic detector loops buried in the roadway. None of these County-owned wiring runs are included in the Underground Service Alert (USA) review and marking processes.

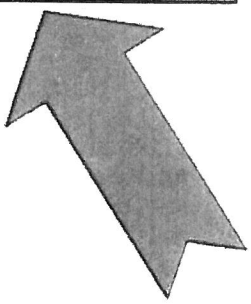
If you intend to excavate within 500' of a traffic signal, or in proximity to County-owned streetlights, you must contact the County traffic signal maintenance office at

→(510) 670 - 5537←

at least 48 hours in advance of the start of your planned work.

If you cause a signal outage, a streetlight failure, or other damage to County signal or streetlight facilities because you failed to contact the signal office to get the facilities marked, you will be billed for the full cost of our emergency response and repairs.





COUNTY OF ALAMEDA
PUBLIC WORKS AGENCY

General Provisions for Roadway Encroachment Permits

CAUTION:
THE FOLLOWING PROVISIONS, UNLESS MODIFIED OR EXEMPTED ON THE FACE OF THIS PERMIT, ARE AN INTEGRAL PART OF EACH PERMIT - AND YOUR SIGNATURE ON THE FACE OF THIS PERMIT CERTIFIES THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THESE PROVISIONS AND ANY MODIFICATIONS THERETO.

The Agency reserves the right to suspend or cancel this Permit, without advance notice, if the Permittee fails to comply with the terms and conditions of these Provisions, or with any other terms and conditions of this Permit. In the event of such suspension or cancellation, the Permittee shall be held liable for all costs incurred by the County in securing and restoring the right-of-way.

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1. **PERMIT AUTHORITY:** This Encroachment Permit is issued in accordance with the provisions of Chapter 12.08 of the Alameda County General Ordinance Code.

2. **ACCEPTANCE OF PERMIT REQUIREMENTS:** It shall be understood that any entry onto the encroachment site by the Permittee, or agents of the Permittee, for the purpose of performing the work or obtaining the access described herein shall be considered as evidence of the acceptance by the Permittee of all the terms and conditions and other requirements of the said Chapter 12.08 and of this Permit.

3. **PERMIT AVAILABILITY:** This Permit, or a copy thereof, shall be kept available at the site of the authorized encroachment. It must be shown to any representative of the County or to any law enforcement officer, upon demand.

4. **PERMIT SCOPE:** With the following exceptions, the scope of this Permit shall be limited to the authorization of an encroachment upon the right-of-way of an existing public roadway that is under the jurisdiction of the County of Alameda:

   - When specifically noted on the face of this Permit, this Permit may authorize the Permittee to encroach upon other County-owned property.

   - When specifically noted on the face of this Permit, this Permit may be used to enable the inspection, by a representative of the County, of improvements that are located upon private property which will be dedicated to the County for use as a public roadway or upon a private roadway which will be maintained by the County and part of a County Service Area.

5. **PERMIT TERM:** Unless otherwise specified on the face of this Permit, the Permittee shall initiate the encroachment described herein within ninety (90) days of the date of issuance of this Permit and shall attempt to complete the encroachment prior to the expiration date of this Permit. In the event that the Permittee fails to satisfactorily complete all of the required actions by the expiration date, the County shall retain the right to either keep the Permit open pending such completions - or suspend the Permit in accordance with Provision 19.

6. **CHANGES TO PERMIT:** No change to the location or character of the encroachment herein permitted shall be made without written authorization from the County. Contact the Permit Center, 399 Elmhurst Street, Hayward, CA 94544; (510) 670-5868.

7. **RELATIONSHIP TO EXISTING AGREEMENTS:** In the event that the encroachment authorized by this Permit is located within an area which is subject to an existing agreement or easement with or for the County, this Permit shall be regarded as a notice/record of work and as a means of establishing certain safety or inspection requirements specifically for the said encroachment; no new or different rights or obligations other than those written into this Permit are intended to be created, and all existing rights and obligations of the agreement or easement are fully protected. In the case of conflict between an existing agreement/easement and these General Provisions, the terms and conditions of the agreement or easement shall prevail.

8. **DEDICATION OF PROPERTY TO THE COUNTY:** When specifically noted on the face of this Permit, the Permittee shall be required to prepare and submit a legal description and a plat map of property that will be dedicated to the County for use as a public roadway. This description and map must be accepted by the County before the close-out of this Permit.

9. **PERMIT TRANSFERABILITY:** This Permit is not transferable; no parties other than the Permittee or his/her employees, contractors, or consultants are authorized to have access or to do work under this Permit.

10. **INSPECTION AND APPROVAL:** All encroachments authorized by this Permit are subject to monitoring, inspection, testing, and final approval by a representative of the County. Unless otherwise specified on the back of this Permit, the Permittee shall be responsible for coordinating with an inspection office of the County. The assigned inspector will prescribe the required inspection and test points and define all of the other submittal or review requirements. The Permittee shall then be responsible for notifying the inspector at the appropriate times and for furnishing the required data or samples to the inspector in a timely manner. The County reserves the right to collect additional inspection fees for re-inspection in the event that the work is not ready for review at the time of an inspection request, or if the work is judged to be non-conforming or otherwise unacceptable to the County Inspector.

CAUTION:
ALL OF THE COUNTY INSPECTION OFFICES OR OTHER REPRESENTATIVES OF THE COUNTY WILL REQUIRE 1-3 DAYS ADVANCE NOTICE TO ARRANGE A SITE INSPECTION OR OTHER REVIEW. CHECK WITH YOUR ASSIGNED INSPECTOR BEFORE YOU SCHEDULE A CONSTRUCTION OPERATION THAT REQUIRES INSPECTION BY THE COUNTY.

WARNING:
IF THE ENCROACHMENT IS COMPLETED WITHOUT THE NECESSARY INSPECTIONS OR TESTS, THE COUNTY RESERVES THE RIGHT TO REJECT THE WORK OUTRIGHT - OR TO REQUIRE THAT THE PERMITTEE ENTER INTO A MAINTENANCE AND REPAIR AGREEMENT WITH THE COUNTY.

11. **TESTING AND CERTIFICATION:** All materials and equipment intended for use within the right-of-way, along with certain construction operations, will be subject to verification through testing and/or certification; the specific requirements for such testing/certification should be established by consultation with the applicable County inspection office listed on the back of this Permit.

    Typical testing/certification requirements would include the quality and strength of concrete pours, the compaction of fill areas and trench backfills, the strength of reinforced concrete pipe, the quality and strength of fencing materials, and the operation of traffic signals and street lights. Manufacturer's certifications would also typically be required for precast structures and for any operating or safety equipment.

12. **START OF WORK:** The Permittee shall be responsible for notifying the County Inspection Office at (510) 670-5591, and/or the other designated County representative(s), prior to the start of work or access; see Provision 10, above.

13. **LIABILITY AND INDEMNIFICATION:** Neither issuance of this permit nor compliance with these provisions or any other conditions written into this permit shall relieve any person from responsibility, as otherwise imposed by law, for the death of or injury to any person or damage to any property.

    To the fullest extent permitted by law, permittee shall indemnify, defend, and hold harmless the County and its boards, officers, employees, and agents (collectively "Indemnitees") from and against all claims, losses, damages, liabilities, or expenses, including reasonable attorney fees incurred in the defense thereof, for the death of or injury to any person or persons (including the permittee's or the County's employees) or damage to any property and/or business loss or economic harm that arises out of or is in any way connected with the issuance of this permit or with work performed by permittee or permittee's contractors, consultants, or agents under this permit (collectively "Liabilities").

    The only exceptions to this duty to indemnify, defend, and hold harmless is for those Liabilities caused solely by the negligence or willful misconduct of any Indemnitees.

WARNING: BY ACCEPTING THIS PERMIT, YOU ARE AGREEING TO DEFEND THE COUNTY FROM LEGAL CLAIMS AS DESCRIBED IN THIS PROVISION #13.

14. **MAINTENANCE OF THE ENCROACHMENT AREA:** Upon initiation of the access or work authorized herein, the Permittee shall assume responsibility for the maintenance of the area of the encroachment and shall continue to hold this responsibility pending the close-out of this Permit.

    Unless otherwise specified on the face of this Permit, the County will resume the responsibility for the maintenance of the modified encroachment area following acceptance of the improvements by the County.

    When specifically noted on the face of this Permit, the Permittee will be required to enter into an agreement with the County concerning long-term maintenance of some or all of the improvements authorized herein. If required, such agreements must be executed prior to the close-out of this Permit.

15. **STANDARDS OF WORK:** All work authorized herein shall conform to those design guidelines and construction standards specified on the plans or in this Permit, subject to any field modifications directed by the County representative(s). The work shall be performed in a workmanlike, diligent, and expeditious manner – and shall be completed to the satisfaction of the Director of Public Works.

16. **PERMITS AND APPROVALS FROM OTHER AGENCIES:** This Permit may not be construed as allowing the Permittee to proceed without first obtaining all necessary approvals, permits, agreements, authorizations, or releases from all other public agencies having jurisdiction – nor may it be considered as relieving the Permittee from compliance with any of the restrictions imposed by such approvals, permits, agreements, authorizations, or releases.

17. **COORDINATION WITH UTILITIES AND OTHERS:** The Permittee shall be responsible for coordinating the access or work authorized by this Permit with those utility agencies/companies and others, including the County of Alameda, who own or maintain underground or overhead utility lines, equipment, and facilities in the vicinity of the encroachment.

CAUTION:
ALL EXCAVATIONS IN THE RIGHT-OF-WAY REQUIRE A PRIOR CLEARANCE FROM UNDERGROUND SERVICE ALERT (USA); CALL (800) 642-2444.
SEE ALSO PROVISION 18.

    In the event that the Permittee encounters underground facilities or other obstructions not identified on the plans or by USA, such facilities or obstructions shall be secured and protected – as directed by the County Inspector; call (510) 670-5591.

18. **COORDINATION WITH THE COUNTY:** If the authorized encroachment includes excavation in the vicinity of a traffic signal or a street light which is connected to its power source by means of underground wiring, the Permittee shall be responsible for coordinating the said excavation with the County Signal Maintenance Office - since such signal/street light wiring runs or signal detector loops may not be included in the USA review described in Provision 17.

CAUTION:
ALL EXCAVATIONS WITHIN 500' OF A TRAFFIC SIGNAL, OR IN THE VICINITY OF THOSE STREETLIGHTS WHICH ARE POWERED BY MEANS OF UNDERGROUND WIRING, REQUIRE A PRIOR CLEARANCE FROM THE COUNTY SIGNAL OFFICE; CALL (510) 670-5537 AT LEAST 48 HOURS IN ADVANCE.

    If the authorized encroachment involves the installation or modification of traffic signals or associated equipment, the inspection and acceptance of all such work will be performed by the County Signal Office; notify that Office at (510) 670-5537 at least 48 hours before the start of any work.

If the encroachment requires the installation or modification of traffic markers, traffic markings, signs, or street lights, the Permittee may be required to coordinate with other departments of the Agency - if so directed by the assigned County inspector.

If the encroachment requires testing by the County Materials Testing Laboratory, all such tests will be directed and coordinated by the County inspector.

19. **SUSPENSION OR CANCELLATION OF THIS PERMIT:** This Permit may be suspended or canceled, at the discretion of the Director of Public Works of the County of Alameda, whenever the Permittee is performing in such a manner so as to threaten the safe usage of the right-of-way by the public or by the Permittee.

20. **PROTECTION OF VEHICULAR TRAFFIC:** The Permittee shall be fully responsible for the protection of the public traveling through, around, and adjacent to the encroachment site at all times, including both working and non-working hours. All temporary traffic control (TTC) shall, as a minimum, meet the requirements of Part 6 of the most recent version of the California Manual on Uniform Traffic Control Devices (California MUTCD), subject to field changes required by the assigned County inspector.

    The use of TTC facilities, devices, or personnel in a manner that does not comply with Part 6 of the most recent version of the California MUTCD is prohibited, unless expressly approved by the assigned County inspector.

21. **PROTECTION OF PEDESTRIAN TRAFFIC:** Wherever existing sidewalks or roadway crosswalks are blocked by an encroachment, the Permittee shall be responsible for establishing and maintaining a safe pedestrian passageway, in accordance with the requirements of Part 6 of the most recent version of the California Manual on Uniform Traffic Control Devices (California MUTCD). In the event that the encroachment is associated with the implementation of a building permit authorizing construction on the adjacent property, the said passageway shall also conform to all applicable conditions of that building permit.

22. **ROADWAY CLOSURES:** All encroachments shall be conducted so as to cause the least possible inconvenience to the traveling public and to the residents and users of the adjacent property. Unless a complete blockage of the roadway is authorized by a resolution of the Board of Supervisors of the County, and except for those temporary roadway closures conducted in accordance with "Typical Application 13" of Part 6 of the most recent version of the California Manual on Uniform Traffic Control Devices (California MUTCD), all travel lanes of the affected roadway(s) shall remain open and operative between 6:00 a.m. and 9:00 a.m. and between 3:30 p.m. and 6:00 p.m. every day. During the period between 9:00 a.m. and 3:30 p.m. on regular weekday working days (Monday through Friday), portions of the roadway travel lanes may be closed for construction, but at least one travel lane must remain open for controlled two-way through travel in accordance with the appropriate provisions of the California MUTCD.

23. **PASSAGE THROUGH THE ENCROACHMENT SITE:** Unless specifically exempted on the face of this Permit, the Permittee shall be responsible for providing reasonable access through the encroachment site to all those adjacent properties that were previously accessible from the right-of-way.

CAUTION:
YOU WILL BE RESPONSIBLE FOR ASSURING THAT EMERGENCY VEHICLES CAN PASS THROUGH OR AROUND THE ENCROACHMENT SITE AT ALL TIMES.

24. **STORAGE OF EQUIPMENT/MATERIALS IN THE RIGHT-OF-WAY:** No stockpiling of any materials or storage of any non-vehicular construction equipment shall be allowed within the roadway right-of-way without the approval of the County inspector.

25. **DAILY CLEAN-UP OF THE RIGHT-OF-WAY:** At the end of each working day, the Permittee shall clear the roadway travel lanes and driveway entrances of all obstructions and debris, make all sidewalks and roadway shoulders safe, and backfill all excavations in or adjacent to the roadway travel lanes. In the event that the said backfilling cannot be properly completed, steel plate bridging may be used, provided that the plates and the installation methods conform to the most recent version of the State Department of Transportation steel plate bridging provisions (TR-0157).

26. **FINAL CLEAN-UP:** Upon completion of the authorized access or work, the Permittee shall promptly remove all construction materials and debris from the site of the encroachment. The affected right-of-way, including all

gutters, ditches, inlets, and drain lines in or adjacent to the encroachment, shall be left in at least as presentable a condition as existed before the start of the encroachment.

27. **REPAIR OF DAMAGE:** The Permittee shall be fully responsible for the prompt restoration of any portion of the right-of-way which is damaged as either a direct or an indirect result of the access to, work on, or maintenance of the authorized encroachment. If a damaged right-of-way is not promptly or adequately restored, the County may elect to perform all necessary repairs at the Permittee's expense, applying the security deposit furnished for this purpose per Provision #37 and billing the Permittee for the reimbursement of any additional costs.

28. **REMOVAL OF MATERIALS/FACILITIES:** If this Permit authorizes removal of portions of the right-of-way, the affected facilities or materials shall be taken from the right-of-way and disposed of in a legal manner. The Permittee shall obtain all necessary disposal permits, agreements, licenses, or clearances – and shall furnish a copy of same to the County inspector, upon demand.

    Notwithstanding the above, and unless otherwise specified in this Permit, all removed and recoverable inlet grates, manhole covers, manhole and inlet frames, signs, and other standard equipment items shall be cleaned and reused whenever possible. The County reserves the right to require that removed equipment which is not reused be returned to the County yard at 951 Turner Court, Hayward.

29. **DUST AND DIRT CONTROL:** If the work scope of this Permit includes excavation, filling, grading, rocking, graveling, or other activities that could cause contamination of the roadway pavement, the Permittee shall provide for regular cleaning of the encroachment site, including sweeping of the roadway pavement – throughout the period of construction. Hosing of the roadway is not allowed.

    If specified on the plans or in this Permit, or if so directed by the County inspector, the Permittee shall be prepared to implement a formal Soil Erosion Control Plan, following approval of the Plan by the County.

30. **STORMWATER POLLUTION CONTROL:** Work scheduled during the rainy season (October 1 to April 15) may require the installation of sediment and erosion control devices to prevent the deposition of construction materials and/or loose soil into the local storm drainage system.

    If specified on the plans or in this Permit, or if so directed by the County inspector, the Permittee shall be prepared to implement a formal Stormwater Pollution Prevention Plan, following approval of the Plan by the County.

31. **FUTURE ROADWAY RELOCATION/WIDENING:** In the event that a future improvement, widening, or relocation of the affected roadway necessitates the removal, modification, or relocation of any facility, structure, or equipment installed or modified by this Permit, said facility, structure, or equipment shall be so removed, modified, or relocated, at no cost to the County – if so requested and as directed by the County.

32. **MODIFICATION OF EXISTING ROADWAY FACILITIES:** Except for minor changes that can be made using County standard details, any modification of existing roadway facilities must be in accordance with plans that have been approved by the County.

    If specified on the plans or in this Permit, or if so directed by the County representative, the Permittee shall submit detailed shop plans for approval, prior to construction, and/or record drawings following construction.

CAUTION:
IF YOU ARE PLANNING TO MODIFY EXISTING COUNTY-MAINTAINED STRUCTURES, FACILITIES, OR EQUIPMENT IN THE ROADWAY RIGHT-OF-WAY, YOU MUST COORDINATE ALL SUCH CHANGES WITH A COUNTY INSPECTOR; CALL (510) 670-5591.

33. **REPLACEMENT OF EXISTING ROADWAY FACILITIES:** Unless otherwise specified in this Permit, roadway facilities, such as pavement, slabs, curbs and gutters, berms, sidewalks, driveway entrances, pavement stripes, pavement markers, pavement marking, traffic signs, survey monuments, street trees, traffic control equipment, street lights, drainage inlets and manholes, culverts, headwalls, swales, etc., that are planned to be removed as part of the encroachment shall be replaced in accordance with the approved plans, subject to field modifications directed by the County representative.

If specified on the plans or in this Permit, or if so directed by the County representative, the Permittee shall submit detailed shop plans for approval prior to construction and/or record drawings following construction.

CAUTION:
IF YOU ARE PLANNING TO REMOVE, RELOCATE, OR REPLACE EXISTING COUNTY-MAINTAINED STRUCTURES, FACILITIES, OR EQUIPMENT IN THE ROADWAY RIGHT-OF-WAY, YOU MUST COORDINATE ALL SUCH CHANGES WITH A COUNTY INSPECTOR; CALL (510) 670-5591.

34. **DRAINAGE:** Existing drainage facilities, such as inlets, culverts, ditches, swales, pumps, channels, etc., that provide for storm water collection and runoff from the encroachment site shall not be altered, blocked, or otherwise disturbed, except as authorized by this Permit for the purposes of erosion and sedimentation control, or as directed by a representative of the County.

35. **EXCAVATION:** Unless otherwise specified on the face of this Permit, all excavation within the roadway right-of-way shall be in accordance with standard County guidelines – as directed by the County inspector. Note that rock wheel excavators or trenchless technology may be used only if specifically authorized by this Permit.

    If specified on the plans or in this Permit, or if so directed by the County inspector, the Permittee shall submit detailed trenching and shoring plans for approval prior to construction.

    If specified on the plans or in this Permit, or if so directed by the County inspector, the Permittee shall erect and maintain project notification signs at the excavation site. Such signs shall include the name and address of the excavator and the name and phone number of the responsible contact person.

    The amount of excavation that can take place at any time within or adjacent to the travel lanes of the roadway shall be limited to that volume that can be filled or plated in accordance with the limitations of Provision 25 – but in no case shall the total length of open linear trenching within the right-of-way exceed 600 feet (180 meters).

36. **BACKFILLING:** Unless otherwise specified on the face of this Permit, all backfilling of trenches and other excavations shall be in accordance with standard County guidelines – as directed by the County inspector. All disturbed roadway surfaces shall be fully restored within fifteen (15) working days of the date of the original excavation.

37. **SECURITY DEPOSIT:** If so specified, the Permittee may be required to provide a security deposit as a condition of obtaining this Permit. The purpose of this security is to establish a funding source for the County in the event that emergency restoration of the right-of-way becomes necessary. The County reserves the right to require that the said security be kept in place for a reasonable period of time following the completion of the authorized work – or, in the case of certain types of equipment or facilities, held for the lifetime of the equipment or facilities. Any questions related to the return of a security deposit should be directed to the County Permit Center at 670-5868.

38. **CLOSING THE PERMIT:** It shall be the responsibility of the Permittee to notify the cognizant County representative(s) upon completion of the authorized access or work. Following such notification, the County will perform an inspection of the encroachment site to assure acceptability of the work and to verify restoration of the right-of-way per Provision 26. above. The County will continue to hold the Permittee responsible for maintenance of the encroachment, per Provision 14. above, and will retain any security deposits, pending the signoff of the Permit by the County representative(s).

39. **PERMIT PRECEDENCE:** This Permit is issued on the basis that there is no implied precedence established as to the need for, or the acceptability of, specific terms and conditions for future encroachments.

Contra Costa County

To: Board of Supervisors

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

Date: February 24, 2009

Subject: Accept completion of improvements and declare widening of Oakgate Drive as a County Road, for Subdivision MS 04-00020, Danville (Blackhawk) area.

RECOMMENDATION(S):
ADOPT Resolution No. 2009/59 accepting completion of improvements and declaring the widening of Oakgate Drive as a County road, for Subdivision MS 04-00020 for project being developed by Oak Gate Properties, LLC, as recommended by the Public Works Director, Danville (Blackhawk) area. (District III)

FISCAL IMPACT:
None.

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

CONSEQUENCE OF NEGATIVE ACTION:
The completion of the private and public improvements will not be accepted, the warranty period will not begin, and the performance/maintenance bond will not be reduced.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Emy L. Sharp, Deputy

Contact: Jocelyn LaRocque
313-2315

cc: J. Carlson, Engineering Services, K. Guruwaya, Construction, H. Finch, Maintenance, I. Bergeron, Mapping, L. Hunt. Records, P. Edwards, Engineering Services, Matt Beinke, Oak Gate Properties, LLC, Jeanne Winter, Developers Surety and Indemnity Company

ATTACHMENTS

Recorded Resolution

Resolution No. 2009/59

BO\2009\2-24\MS 04-00020\MS 04-00020 Bond Rider.pdf

G:\EngSvc\BO\2009\2-24\MS 04-00020\MS 04-00020 Maintenance Bond.pdf

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2009/59

Accepting completion of improvements and declaring the widening of Oakgate Drive as a County road, for Subdivision MS 04-00020, for project being developed by Oak Gate Properties, LLC, as recommended by the Public Works Director, Danville (Blackhawk) area. (District III)

The Public Works Director has notified this Board that the improvements in Subdivision MS 04-00020 have been completed as provided in the Subdivision Agreement with Oak Gate Properties, LLC, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

The Public Works Department having also notified this Board that these improvements have been completed with the exception of minor deficiencies, for which a $4,500.00 cash deposit (Auditor's Deposit Permit No. 512114, dated October 22, 2008) was made by Oak Gate Properties, LLC to insure the application of Type II Slurry.

NOW THEREFORE BE IT RESOLVED that the improvements have been COMPLETED as of February 24, 2009 thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT NAME OF BANK/SURETY June 27, 2006 Developers Surety and Indemnity Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety and rider for $115,900.00, Bond No. 720014S issued by the above surety be RETAINED for the six month lien guarantee period until August 24, 2009, at which time the Clerk of the Board is AUTHORIZED to release the surety less the amount of any claims on file.

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

Contact: Jocelyn LaRocque 313-2315

ATTESTED: February 24, 2009

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

By: , Deputy

cc: J. Carlson, Engineering Services, K. Guruwaya, Construction, H. Finch, Maintenance, I. Bergeron, Mapping, L. Hunt. Records, P. Edwards, Engineering Services, Matt Beinke, Oak Gate Properties, LLC, Jeanne Winter, Developers Surety and Indemnity Company

BE IT FURTHER RESOLVED that the widening of Oakgate Drive the hereinafter described road, as shown and dedicated for public use on the Parcel Map of MS 04-00020 filed August 7, 2006, in Book 197 of Parcel Maps at Page 38, and the additional right-of-way as conveyed by separate instrument, recorded on April 20, 2006, Document Number DOC-2006-0123182-00, Official Records of Contra Costa County, State of California, is ACCEPTED and DECLARED to be a County road.

BE IT FURTHER RESOLVED that the private improvements have been COMPLETED and are NOT ACCEPTED NOR DECLARED as County Roads, at this time.

BE IT FURTHER RESOLVED that the beginning of the warranty period is hereby established, and the $2,318.00 cash deposit (Auditor's Deposit Permit No. 465254, dated June 8, 2006) made by Oak Gate Properties, LLC and the performance/maintenance surety for $34,770.00 Bond Rider No.720014S issued by Developer's Surety and Indemnity Company be RETAINED pursuant to the requirements of Section 94 4.406 of the Ordinance Code until release by this Board.

THE INSCO GROUP

INSCO INSURANCE SERVICES, INC.
Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

BOND RIDER

ATTACHED TO AND FORMING A PART OF:

Bond No.: 720014S

Principal: Oak Gate Properties, LLC

Obligee: Contra Costa County

Surety: Developers Surety and Indemnity Company

Effective June 7, , 20 06 , it is agreed that:
The bond number is corrected on the originally issued Bond from #740014S to #720014S

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than stated as above. Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed, sealed this 7th day of January , 20 09 .

Principal: Oak Gate Properties, LLC

By: Matthew D. Beinke

Surety: Developers Surety and Indemnity

Wayne M. Rudick

Wayne M. Rudick Attorney-in-Fact

Accepted _____
Obligee Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Contra Costa

On 1.14.2009 (Date) before me, Vicki Hogendorn, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Matthew D. Deinke (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.

VICKI HOGENDORN
Commission # 1660925
Notary Public — California
Contra Costa County
My Comm. Expires Apr 25, 2010

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 _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond Rider
Document Date: 1.7.2009 Number of Pages: 4 w/ack now.
Signer(s) Other Than Named Above: Wayne M. Kudick

Capacity(ies) Claimed by Signer(s)

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Alameda

On January 07, 2009 (Date) before me, Andrea L. Ells, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Wayne M. Rudick (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 Andrea L. Ells
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond Rider

Document Date: January 07, 2009 Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Wayne M. Rudick
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing: Himself

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

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

Wayne M. Rudick, Jeanne A. Winter, Margaret D. Hotting, jointly or severally

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

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By:_____
David H. Rhodes, Executive Vice-President

By:_____
Walter A. Crowell, Secretary

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

STATE OF CALIFORNIA]
COUNTY OF ORANGE]

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or 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.

WITNESS my hand and official seal.

Signature_____ (SEAL)

GINA L. GARNER
COMM. # 1569561
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires May 13, 2009

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, the 7th day of January, 2009.

By_____
Albert Hillebrand, Assistant Secretary

ID-1380 (Rev. 12/05)

THE INSCO DICO GROUP

INSCO INSURANCE SERVICES, INC.
Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

MAINTENANCE BOND

BOND NO.: 720014S-M
Premium included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Oak Gate Properties, LLC, as Principal, and Developers Surety and Indemnity Company, a corporation organized and doing business under and by virtue of the laws of the State of Iowa and duly licensed to conduct surety business in the State of California, as Surety, are held and firmly bound unto Contra Costa County

as Obligee, in the sum of Thirty four thousand seven hundred seventy dollars and No/100**********
****
($ 34,770.00**********) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee to:
Maintain improvements for Subdivision #MS04-0020

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of one year following final acceptance of said improvements;

NOW, THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 26th day of June, 2008
YEAR

Oak Gate Properties, LLC
Principal

Matthew D. Beinke

X

Developers Surety and Indemnity Company

BY: Wayne M. Rudick
Wayne M. Rudick — Attorney-in-Fact

ID-1201 (CA) (One Year Term) (REV. 3/01)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Contra Costa }

On July 2, 2008 (Date) before me, Vicki Hogendorn Notary Public (Here Insert Name and Title of the Officer),

personally appeared Matthew D. Beinke (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.

VICKI HOGENDORN
Commission # 1660925
Notary Public — California
Contra Costa County
My Comm. Expires Apr 25, 2010

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 [signature] (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Maintenance Bond #120014S-M

Document Date: June 26, 2008 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ACKNOWLEDGMENT

State of California
County of Alameda)

On June 26, 2008 before me, Andrea L. Ells, Notary Public
(insert name and title of the officer)

personally appeared Wayne M. Rudick,
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 Andrea L. Ells (Seal)

ANDREA L. ELLS
Commission # 1753376
Notary Public - California
Alameda County
My Comm. Expires Jun 26, 2011

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

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

Wayne M. Rudick, Jeanne A. Winter, Margaret D. Hotting, jointly or severally

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

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By: _____
David H. Rhodes, Executive Vice-President

By: _____
Walter A. Crowell, Secretary

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

STATE OF CALIFORNIA]
COUNTY OF ORANGE]

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (SEAL)

GINA L. GARNER
COMM. # 1569561
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires May 13, 2009

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, the 26th day of June, 2008.

By _____
Albert Hillebrand, Assistant Secretary

ID-1380 (Rev. 12/05)

Contra Costa County

To: Board of Supervisors

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

Date: February 24, 2009

Subject: Releasing Deficiency Deposit for SD 92-07746, Alamo area. (District III)

RECOMMENDATION(S):
ADOPT Resolution No. 2009/58 releasing Deficiency Deposit for Subdivision 92-07746, for project being developed by Leonard and Jeanne Steffen, as recommended by the Public Works Director, Alamo area. (District III)

FISCAL IMPACT:
None.

BACKGROUND:
The minor deficiencies have been corrected and the deficiency bond can be released.

CONSEQUENCE OF NEGATIVE ACTION:
The deficiency bond will not be released.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Emy L. Sharp, Deputy

Contact: Jocelyn LaRocque
313-2315

cc: Julie Carlson, Engineering Services, S. Francis, Finance, K. Guruwaya, Construction, P. Edwards, Engineering Services

ATTACHMENTS

Resolution No.
2009/58

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2009/58

Releasing Deficiency Deposit for Subdivision 92-07746, for project being developed by Leonard and Jeanne Steffen, as recommended by the Public Works Director, Alamo area. (District III)

The Board on June 21, 2005, having accepted as complete the improvements in Subdivision 92-07746, Alamo area, with the exception of minor deficiencies for which $3,000.00 (Auditor's Deposit Permit No. 386578, dated May 16, 2002) was deposited as security for completion of said deficiencies; and

The Public Works Director having reported that the aforesaid minor deficiencies have been corrected and having recommended that she be authorized to refund the $3,000.00, plus interest in accordance with Government Code Section 53079, if appropriate, to Leonard Steffen;

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: Jocelyn LaRocque 313-2315

ATTESTED: February 24, 2009

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

By: , Deputy

cc: Julie Carlson, Engineering Services, S. Francis, Finance, K. Guruwaya, Construction, P. Edwards, Engineering Services

Contra Costa County

To: Contra Costa County Flood Control District Board of Supervisors

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

Date: February 24, 2009

Subject: Approve a Reimbursement Agreement with 207 Coggins Drive Associates, LLC for Drainage Area 44B Improvements.

RECOMMENDATION(S):
APPROVE a reimbursement agreement for $214,296.48 between the Contra Costa County Flood Control and Water Conservation District (FC District) and 207 Coggins Drive Associates, LLC, effective February 24, 2009, through February 24, 2019, as stated in Exhibit "A" of the Agreement, and AUTHORIZE the Chair of the Board to execute the agreement on behalf of the FC District.

FISCAL IMPACT:
The reimbursement will be made from Drainage Area 44B funds, which are collected pursuant to Contra Costa County Ordinance No. 2002-42.

BACKGROUND:
207 Coggins Drive Associates, LLC constructed 147 rental apartment units within Drainage Area 44B. Said development is within the jurisdiction of the City of Pleasant Hill (City). City's conditions of approval for said development requires 207 Coggins Drive Associates, LLC to install a portion of the drainage facilities shown on the adopted Drainage Plan for Drainage Area 44B.

The cost to install

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Emy L. Sharp, Deputy

Contact: Teri E. Rie, (925) 313-2363

cc:

BACKGROUND: (CONT'D)

these facilities exceeds the amount of drainage fee required by the drainage fee ordinance for said drainage area, Contra Costa County Ordinance No. 2002-42.

Since the FC District has an effective Drainage Plan and a Drainage Area Credit and Reimbursement Policy for said drainage area, 207 Coggins Drive Associates, LLC has requested that the FC District enter into this agreement, pursuant to said policy. 207 Coggins Drive Associates, LLC is entitled to reimbursement of the drainage facility construction costs in excess of its drainage fees, as provided for in the FC District's Drainage Area Credit and Reimbursement Policy.

CONSEQUENCE OF NEGATIVE ACTION:

The FC District will not reimburse 207 Coggins Drive Associates, LLC, as required under the Drainage Area Credit and Reimbursement Policy.

ATTACHMENTS

Reimbursement Agreement with 207 Coggins Dr., Assocs., LLC

Signed Agreement

CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT

REIMBURSEMENT AGREEMENT

1. PARTIES. Effective _____, the Contra Costa County Flood Control and Water Conservation District, a public body corporate and politic (hereinafter called "DISTRICT"), and 207 Coggins Drive Associates, LLC (hereinafter called "DEVELOPER"), mutually agree as follows:

2. INTRODUCTION.

   A. DEVELOPER has constructed 147 rental apartment units within Drainage Area 44B. Said development is within the jurisdiction of the City of Pleasant Hill (hereinafter called "CITY"). CITY's conditions of approval for said development require installation by DEVELOPER of a portion of the drainage facilities shown on the adopted Drainage Plan for Drainage Area 44B.

   B. The cost to install these facilities exceeds the amount of drainage fee required by the drainage fee ordinance for said drainage area, Ordinance No. 2002-42.

   C. DISTRICT has adopted a Drainage Area Credit and Reimbursement Policy for said drainage area.

   D. Since DISTRICT has an effective Drainage Plan and a Drainage Area Credit and Reimbursement Policy for said drainage area, the DEVELOPER has requested that the DISTRICT enter into this agreement with the DEVELOPER, pursuant to said policy.

3. TERMS. DISTRICT shall reimburse DEVELOPER for eligible costs exceeding the amount of fees required by said ordinance, in accordance with the terms of this agreement and the DISTRICT's above-mentioned Drainage Plan and the Drainage Area Credit and Reimbursement Policy for said drainage area, which policy is attached as Exhibit "A," and made a part hereof by this reference.

4. ELIGIBLE COSTS. The items eligible for reimbursement and their agreed upon final costs are outlined on Exhibit "B", attached hereto and incorporated herein by this reference.

5. CONFORMANCE TO PLANS AND SPECIFICATIONS. The drainage facilities covered by this agreement have been installed in conformance with the plans and specifications prepared by DEVELOPER and reviewed by the DISTRICT, and accepted as complete by the CITY.

6. HOLD HARMLESS. DEVELOPER shall defend, indemnify, save and hold DISTRICT, its governing body, officers, agents and employees absolutely free, clear, and harmless from any claims, actions, or costs arising from any property and/or rights acquisition necessary hereunder, or arising from any and all damage to property, injury to persons, including death, or any other type of liability arising as a result of DEVELOPER's installation of the drainage facilities required by the conditions of approval for said development.

7. NON-RESPONSIBILITY OF DISTRICT. The installation of drainage facilities covered by this agreement is the sole responsibility of DEVELOPER. DISTRICT assumes no responsibility whatsoever for construction procedures and methods utilized by DEVELOPER in constructing the drainage facilities.

8. PAYMENT. Payment terms are set forth in Exhibit "A", except that the first payment shall not be made until the DEVELOPER submits to DISTRICT acceptable evidence that DEVELOPER has paid for installation of the drainage facilities covered by this agreement.

9. TERMINATION. This agreement shall remain in effect either (1) for the time as provided in Section V.B. of Exhibit "A" or (2) until DEVELOPER has been reimbursed for the total eligible reimbursement amount, whichever first occurs. Non-submittal of the acceptable evidence of payment required by Section 9 shall not result in an extension of the termination date. The obligations contained in Sections 7 and 8 will survive termination of this Agreement.

10. NO OTHER RECOURSE AGAINST DISTRICT.

A. This agreement constitutes the total statement of rights between DISTRICT and DEVELOPER concerning payment or reimbursement for costs of installing the drainage facilities exceeding the required drainage fees.

B. If, after the expiration of the time described in Section V.B. of Exhibit "A", DEVELOPER has not received the total reimbursement amount, DEVELOPER shall have no right to further reimbursement by DISTRICT from any drainage fees thereafter collected by the DISTRICT, or from any other source of DISTRICT funding.

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Chair of the Board of Supervisors, as governing body of the Contra Costa County Flood Control and Water Conservation District

ATTEST:
David Twa, Clerk of the Board of Supervisors and County Administrator

By: _____
Deputy Clerk

RECOMMENDED FOR APPROVAL:
Julia R. Bueren
Chief Engineer

By: _____

APPROVED AS TO FORM:
Silvano B. Marchesi
County Counsel

By: _____
Deputy

Exhibit "A" - Drainage Area Credit and Reimbursement Policy

Exhibit "B" - Calculation of Reimbursement Amount

DEVELOPER*

207 COGGINS DRIVE ASSOCIATES, LLC
a California limited liability company

By: Matteson Real Estate Equities, Inc.
a California Corporation

By: _____
Name: Duncan L. Matteson, Jr.
Title: President

And By: _____
Name: James A. Blake
Title: Executive Vice President

Taxpayer I.D. # 94-3371781

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

State of California

County of

On_____ before me
DATE NAME, TITLE OF OFFICER -E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared

NAME(S) SIGNER(S)

in the capacity as

INDIVIDUAL, GENERAL PARTNER, CORPORATE OFFICER - E.G., VICE PRESIDENT

who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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.

☐ He/She/They also acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal,

Signature of Notary

SIGNATURE REQUIREMENTS

Signatures required on documents must comply with the following to be acceptable to Contra Costa County.

I. FOR ALL SIGNATURES - The name and interest of the signer should be typed or printed in the space provided. The name must be signed exactly as it is typed or printed.

II. SIGNATURES FOR INDIVIDUALS - The name must be signed exactly as it is printed or typed. The signer's interest in the property must be stated.

III. SIGNATURES FOR PARTNERSHIPS - Signing party must be either a general partner or be authorized in writing to have the authority to sign for and bind the partnership.

IV. SIGNATURES FOR CORPORATIONS
Documents should be signed by two officers, one from each of the following two groups:

GROUP 1.	(a) The Chair of the Board (b) The President (c) Any Vice-President	GROUP 2.	(a) The Secretary (b) An Assistant Secretary (c) The Chief Financial Officer (d) The Assistant Treasurer

If signatures of officers from each of the above two groups do not appear on the instrument, a certified copy of a resolution of the Board of Directors authorizing the person signing the instrument to execute instruments of the type in question is required. A currently valid power of attorney, notarized, will suffice.

Notarization of only one corporate signature or signatures from only one group, must contain the following phrase:

"...and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors."

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Mateo

On 1/26/09 before me, Helen K. Yi, Notary Public,
(Here insert name and title of the officer)

personally appeared Duncan L. Matteson, Jr.,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

HELEN K. YI
Commission # 1795538
Notary Public - California
San Mateo County
My Comm. Expires Apr 17, 2012

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Mateo

On 1/26/09 before me, Helen K. Yi, Notary Public,
(Here insert name and title of the officer)

personally appeared James A. Blake,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

HELEN K. YI
Commission # 1795838
Notary Public - California
San Mateo County
My Comm. Expires Apr 17, 2012

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

DRAINAGE AREA CREDIT AND REIMBURSEMENT POLICY

Adopted June, 1989
Revised December 1999

The following policy adopted by the Board of Supervisors, as the governing body of the Contra Costa County Flood Control and Water Conservation District, shall be used to determine credits and reimbursements as provided for in various Drainage Area Fee Ordinances.

I. Definitions:

1. Drainage Area Plan: The engineering plan, which shows and lists the size, length, and location of drainage facilities adopted for a Drainage Area.

2. Drainage Area Fee Ordinance: An ordinance adopted for a Drainage Area specifying the drainage fee necessary to complete construction of the planned facilities.

3. Drainage Area Fee Obligation: The drainage fee due on a development as determined from the Drainage Fee Ordinance.

4. Eligible Costs: The cost of installing drainage facilities, which are part of the Drainage Area Plan.

5. In-tract Drainage Facilities: Drainage facilities required within the limits of the development.

6. Off-tract Drainage Facilities: Drainage facilities required outside the limits of the development.

7. Credit: When a Drainage Fee Ordinance allows construction of drainage facilities in lieu of the payment of drainage fees, the eligible construction costs may be applied as a credit against the drainage area fee obligation.

8. Reimbursement: Payment to the developer for the eligible cost of installing drainage area facilities in excess of the drainage area fee obligation.

II. GENERAL:

Installation of drainage facilities required as a condition of property development can be very costly, and in many cases benefits other properties within the watershed. A Drainage Fee Ordinance spreads the costs of the drainage facilities to all of the benefiting properties and ensures, through a system of fees, credits, and reimbursements, equitable financial participation.

The drainage fee ordinance creates a fee obligation on all properties within the Drainage Area. The ordinance becomes operative upon a request to develop or improve a parcel of land. The drainage area fee obligation is limited to the fee due and is payable either in the form of cash or the installation of a portion of the drainage facilities shown on the adopted drainage plan.

When a condition of development requires the construction of drainage facilities with a cost in excess of the drainage fee obligation imposed by the fee ordinance, a portion of the excess cost may be eligible for reimbursement.

III. Eligible Costs: A portion of the cost to install drainage facilities shown on the adopted drainage area plan may be eligible for credit against the required drainage fees and for reimbursement of costs in excess of the drainage fee obligation. Credit or reimbursement shall be limited to the following eligible costs:

1. Actual in-tract and off-tract construction costs plus a fixed amount of 7 percent of the in-tract construction cost and 14 percent of the off-tract construction cost for allowance of miscellaneous developer's costs, including contract preparation, engineering, bonding, etc. Construction costs do not include utility relocations or the acquisition of rights of way.

2. Actual public agency project inspection fees for only those drainage area facilities shown on the adopted drainage plan.

3. Actual off-tract utility relocation costs.

4. Actual off-tract right of way acquisition costs needed for the installation of drainage area facilities, provided the developer does not have a beneficial interest in the off-tract property.

The determination of construction cost will be based on at least three independent bids. The developer shall submit said bids to the District for review and concurrence. Upon District concurrence with the bids, the lowest bid shall be the basis for determination of the credit and reimbursement amount.

The District reserves the right to reject the developer's bids or any other proposed value of said eligible costs and to calculate said costs and the fixed markups using then current prices.

If the developer elects to install a more costly drainage system than shown on the adopted drainage area plan, the District reserves the right to calculate said eligible costs using the then current prices for only the facilities shown on the adopted plan.

IV. Credit: The developer may apply as a credit toward the drainage fee obligation the eligible costs to construct drainage area facilities.

V. Reimbursement:

A. Where the amount of said eligible costs exceed the drainage fee due, the developer, upon entering into a reimbursement agreement with the District, shall be eligible for a percentage reimbursement on the amount of the eligible costs determined by Section III above, in excess of the drainage fee due as follows:

Off-tract work:	100% (One hundred percent)
In-tract work:	50% (Fifty percent)

Prior to the application of the above percentages, the eligible costs in excess of the drainage fee due shall be prorated between off-tract work and in-tract work in the same proportion as the total eligible costs for off-tract work and in-tract work are to the total eligible costs.

B. The reimbursement shall be subject to the following limitations:

1. Reimbursements shall be paid only from drainage fees collected pursuant to a Drainage Fee Ordinance.

2. If more than one reimbursement agreement is in effect in a Drainage Area, the reimbursement payment to each agreement shall be based on the ratio of each agreement's original amount to the total original amount of all outstanding reimbursement agreements.

3. The District reserves the right to utilize not more than 80 percent of the drainage fees collected annually, on a fiscal year basis, for the purpose of making reimbursement payments.

4. Reimbursement payments shall be made quarterly, except that, during any quarter the District reserves the right not to make said payments if the amount of available funds to be disbursed is less than $5,000.00.

5. Reimbursement agreements shall remain in effect for a base period of ten years (forty quarters). The first quarter shall be the one following the quarter in which the first reimbursement payment is made. The developer shall forfeit any outstanding balance owed at the end of the ten years if 80% or more of the money has been reimbursed. If at the end of the ten years, less than 80% of the money has been reimbursed, the agreement shall be extended for five years. If after a period of five years the developer has not been reimbursed 80% of the amount due, the agreement shall be extended for another period of five years. Any remaining balance owed after twenty years shall be forfeited.

6. Reimbursement agreements executed <u>subsequent</u> to a government loan(s) shall have payments "calculated" using the pro-rata basis of paragraph B.2. above. However, in order to accelerate repayment of the government loan(s), the "calculated" payment shall be applied to repayment of the government loan(s), rather than be disbursed to the subsequent reimbursement agreement(s). Upon full repayment of the government loan(s), reimbursement payments shall commence to the subsequent reimbursement agreement(s). The 40 quarter time limit for a subsequent reimbursement agreement shall not start until the date the first payment is made to the reimbursement agreement.

VI. <u>Applicability:</u> Upon adoption by a drainage area, this policy shall be the basis for all subsequent reimbursement agreements in that drainage area. This policy will not alter any reimbursement agreement executed pursuant to a different policy.

TJ:tj
G:\GrpData\FldCtl\Administration\FC forms\Reimb Agt Ex A Revision.doc
3/6/06

Exhibit "B"

DRAINAGE AREA: 44B
DEVELOPMENT: Coggins Apartment
DEVELOPER: 207 Coggins Drive Associates, LLC
c/o The Matteson Companies
One Lagoon Drive, Suite 200
Redwood City, CA 94065-1562
Attn: Mr. Matt Matteson

ASSESSOR'S PARCEL NUMBER: 148-100-050

IN-TRACT COST:

OFF-TRACT COST:

Item No.	Description	Eligible Quantity	Unit	Unit Price	Total Cost
Line F					
1	54-inch RCP	371	LF	$ 320.00	$ 118,720
2	54-inch HDPE	65	LF	$ 320.00	$ 20,800
3	Type III Manhole	4	EA	$ 6,300.00	$ 25,200
4	Connection at Line A	1	LS	$ 10,000.00	$ 10,000
5	Utility Protection	1	LS	$ 26,516.00	$ 26,516
6	24-inch RCP	20	LF	$ 125.00	$ 2,500
7	Type I Manhole	1	EA	$ 1,500.00	$ 1,500

Subtotal	$	205,236
Engineering (14% of Subtotal)*	$	28,733
Inspection (8% of first $100K and 4% of remainder)	$	12,209
Off-Tract Cost	$	246,178

SUMMARY:

In-Tract Cost Subtotal	50%	$	-
Off-Tract Cost Subtotal	100%	$	246,178
Total Cost to Construct		$	246,178

FEE OBLIGATION:

Preliminary Fee Obligation	$	91,212
Credit for Existing Impervious Surface	$	59,330
Total Fee Obligation	$	31,882

REIMBURSEMENT:

Fees Collected	$	-
Reimbursement Agreement Amount	**$**	**214,296.48**

* Engineering is 7% of SUBTOTAL for In-Tract work or 14% of SUBTOTAL for Off-Tract Work
** Inspection Cost is 8% of first $100,000 + 4% of remainder
**** Reimbursable Amount: In-Tract at 50% and Off-Tract at 100%

Contra Costa County

To: Board of Supervisors

From: Keith Freitas, Airports Director

Date: February 24, 2009

Subject: Approve twelve month contract extension with Barnard Dunkelberg & Company for Buchanan Master Plan and FAR Part 150 Noise Study Project

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute an amendment to the consultant services agreement with Barnard Dunkelberg & Company, who have met the requirements of the County's Disadvantage Business Enterprise Program, to increase contract payment limit by $46,544, to a new contract payment limit of $1,067,200, and to extend the term from December 31, 2008 to Decemeber 31, 2009, to continue to provide consulting services for the Buchanan Field Master Plan and Federal Aviation Regulation (FAR) Part 150 Noise Study, Buchanan Field Airport's Airport Improvement Program (AIP) Project No. 3-06-0050-13 and 3-06-0050-14, Pacheco Area (District IV).

FISCAL IMPACT:

There is no impact on the General Fund. The total contract cost for the Master Plan, including this amendment for $46,544, is $1,067,200, of which $84,400 is from the Airport Enterprise Fund, $46,800 from CALTRANS, and $936,000 from FAA Airport Improvement Program. The additional costs of $46,544 will come 100% from the Airport Enterprise Fund($12,344 in Fiscal Year 2008-2009 and $34,200 in Fiscal Year 2009-2010).

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Emy L. Sharp, Deputy

Contact: Beth Lee (925) 646-5722

cc: Joellen Waters, Victoria Mejia, Beth Lee

BACKGROUND:

On October 9, 2001, and reaffirmed in a subsequent action on February 25, 2003, the Board of Supervisors authorized the submission of grant applications to the Federal Aviation Administration and CALTRANS to perform the Buchanan Field Airport Master Plan, Business Plan, and Federal Aviation Regulation Part 150 Noise Study. On August 12, 2003, the Board accepted the FAA and CALTRANS grants for the Buchanan Field Airport Master Plan and FAR Part 150 study.

On April 1, 2003, the Airport Division (Airport) of the Contra Costa County Public Works Department issued a Request for Proposals (RFP) for a consultant to perform the Buchanan Field Airport Master Plan, Business Plan, and FAR Part 150 Study. The RFP required interested consultants to provide responses by June 1, 2004.

The Airport received only two RFP submittals for consideration. Barnard Dunkelberg & Company and Leigh Fisher Associates were the prime consultants for the two teams. Working with a ten-person RFP Subcommittee comprised of airport businesses, pilots, County staff, and local business/resident representatives, the RFP submittals were reviewed and ranked and then both consultant teams were interviewed. The Barnard Dunkelberg & Company team emerged as the preferred consultant for the Buchanan Field Airport Master Plan process.

Airport staff reconvened the Buchanan Master Plan Steering Committee to discuss the RFP process and consultant preference. The Steering Committee has over fifty members who represent the community and business interests both on the airport and in the surrounding communities. The Steering Committee accepted the recommendation of the RFP Subcommittee.

Airport staff worked with Barnard Dunkelberg & Company to refine their scope of work and associated project costs and forwarded the information to the FAA for their consideration on November 23, 2004. On December 14, 2004, the FAA confirmed the selection of Barnard Dunkelberg & Company to perform consulting services for the Buchanan Field Airport Master Plan and FAR Part 150 Noise Study.

The total original project amount was $1,040,000 inclusive of the Federal Aviation Administration (FAA) grant and local match funds, of which $1,020,656 was the contract amount for Barnard Dunkelberg & Company. The master plan, noise study and other associated components were expected to take around three (3) years to complete. To maximize public participation, the process included a three-tiered approach, a County staff working committee, a Master Plan Steering Committee and nine larger, general public meetings throughout the development process.

County staff ensured that County policies, plans, and standards are incorporated in the process. The Steering Committee provided external policy direction for the process and included representatives from neighboring jurisdictions, businesses, pilots, economic development/environmental/community serving organizations, Municipal Advisory Committees, elected officials, and the like. The broader public meetings provided an on-going opportunity to make sure that plans and policy direction are consistent with residents of the greater area.

On January 4, 2005, the Board authorized Airport staff to enter into a Consulting Services Agreement (Agreement) with Barnard Dunkelberg & Company. The Agreement had a three year term which ended on December 31, 2008. During project development it became necessary to undertake a General Plan Amendment in order to implement the master plan when it was completed. The General Plan Amendment took approximately ten months to complete and, as a result, the project completion was delayed. The added time also caused us to re-evaluate the baseline data that was used for the FAR Part 150 Noise Study as the trends in the aviation industry were rapidly changing during this same time. Thus, additional funds were necessary to complete an executive summary and environmental review for the master plan and the additional $34,200 in added funding for FY 2009-2010 is necessary to complete the data for the FAR Part 150 Noise Study. As a result, the Agreement needs to be extended by twelve (12) months, or until December 31, 2009, to provide sufficient time to complete the FAR Part 150 Noise Study.

CONSEQUENCE OF NEGATIVE ACTION:

If the consultant contract agreement with Barnard Dunkelberg & Company is not approved, the Buchanan Field Airport FAR Part 150 Noise Study will not be completed as required by the FAA grant.

ATTACHMENTS

BD Consult Contract Extension-MasterPlan/Part 150 Noise

Signed Agreement

Contra Costa County
Standard Form L-7
Revised 2008

CONTRACT AMENDMENT AGREEMENT
(Purchase of Services - Long Form)

Number	49065
Fund/Org#	4855
Account #	As coded
Other #	As coded

1. Identification of Contract to be Amended.

Number: 49065

Effective Date: February 24, 2009

Department: Public Works - Airports Division

Subject: Buchanan Field Master Plan & FAR Part 150 Noise Study

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Barnard Dunkelberg
Capacity: Corporation
Address: 1616 East 15th St., Tulsa, OK 74120

3. Amendment Date. The effective date of this Contract Amendment Agreement is February 24, 2009 .

4. Amendment Specifications. The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

5. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By _____ Chairman/Designee	By _____ Deputy

CONTRACTOR

Name of business entity: Barnard Dunkelberg & Company, Inc.	Name of business entity: Barnard Dunkelberg & Company, Inc.
By _____ (Signature of individual or officer)	By _____ (Signature of individual or officer)
Bob E. Barnard/President (Print name and title A, if applicable)	Ryk A. Dunkelberg/Secretary (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

AMENDMENT SPECIFICATIONS

The Contra Costa County Public Works Department – Airport Division and Barnard Dunkelberg & Co., Inc. are parties to a consulting services agreement dated January 4, 2005 (the "**Agreement**").

The parties hereby amend the Agreement as follows:

1. The completion date is changed from December 31, 2008 to December 31, 2009.
2. The payment limit is increased from $1,020,656 to $1,067,200.

All other terms of the Agreement remain unchanged and in full force and effect.

Contra Costa County

To: Contra Costa County Flood Control District Board of Supervisors

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

Date: February 24, 2009

Subject: Subdivision 8954 (Prewett Ranch) DA 30C, Lines A & B & Anderson Lane Ext. - Flood Control Access Easements, Brentwood area.

RECOMMENDATION(S):
ACCEPT Grant of Easement dated December 11, 2008, from Discovery Builders, Inc., a California Corporation.

DIRECT the Real Property Division to have the above referenced Grant of Easement recorded in the Office of the County Recorder.

FISCAL IMPACT:
Funding is 100% Contra Costa Flood Control and Water Conservation District Permit Fees.

BACKGROUND:
These property rights are required for access to Drainage Area 30C, Lines A & B for flood control maintenance in accordance with approved plans and specifications. The Contra Costa County Board of Supervisors adopted the previously adopted City of Brentwood Prewett Ranch Mitigated Negative Declaration on April 25, 2006.

CONSEQUENCE OF NEGATIVE ACTION:
The District will not have sufficient land rights for flood control access in accordance with approved plans and specifications.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Emy L. Sharp, Deputy

Contact: Olivia Reynolds, 313-2306

cc: Irma Bergeron

ATTACHMENTS

Grant of
Easement

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
Attn: Olivia D. Reynolds

FCPID 5016, 5017 & 5018

GRANT OF EASEMENT

THIS INDENTURE, made by and between DISCOVERY BUILDERS, INC, A CALIFORNIA CORPORATION, hereinafter called the GRANTOR, and CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic existing under the law of the State of California, hereinafter called the GRANTEE,

WITNESSETH:

That the GRANTOR, for value received, hereby grants to the GRANTEE, and its successors and assigns, perpetual easements and rights of way for ingress and egress purposes (not to be exclusive) over and across that certain real property in the County of Contra Costa, State of California, described as follows:

FOR DESCRIPTIONS SEE EXHIBITS "A-1" and "A-2" ATTACHED HERETO AND MADE A PART HEREOF.

The easements herein granted shall include the right by said GRANTEE, its officers, agents and employees, and by persons under contract with it and their employees whenever and wherever necessary for ingress and egress purposes, to enter upon said land with personnel, vehicles and equipment, to remove all trees, vegetation and structures thereon that interfere with the purpose for which the easement herein is granted.

It is understood that GRANTEE is not responsible for repairing or replacing any of GRANTOR's improvements within the areas described in Exhibit "A-1" and "A-2" herein.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the GRANTEE and the GRANTEE's successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has executed this indenture this 11 day of DECEMBER, 2008.

Discovery Builders Inc., a California Corporation

By: _____
Albert D. Seeno, III
President

By: _____
Louis Parsons
Vice President
Forward Planning

ABOVE SIGNATURES MUST BE NOTARIZED

AUGUST 28, 2007
JOB NO.: 1275-00
ACCESS EASEMENT TO
CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT
BRENTWOOD, CALIFORNIA

EXHIBIT 'A-1'

REAL PROPERTY, SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, COMPRISED OF TWO PARCELS, DESCRIBED AS FOLLOWS:

PARCEL 5,016

BEING A PORTION OF PARCEL E, AS SAID PARCEL E IS SHOWN AND SO DESIGNATED ON THE OFFICIAL MAP OF SUBDIVISION 8954, RECORDED JULY 10, 2007, IN BOOK 505 OF MAPS, PAGE 5, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF SAID PARCEL E;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHERN LINE OF SAID PARCEL E, NORTH 89°23'16" WEST 50.55 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH 09°02'51" EAST 20.22 FEET;

THENCE, SOUTH 89°23'16" EAST 50.55 FEET TO A POINT ON THE EASTERN LINE OF SAID PARCEL E;

THENCE, ALONG SAID EASTERN LINE, SOUTH 09°02'51" WEST 20.22 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,011 SQUARE FEET OF LAND, MORE OR LESS.

PARCEL 5,017

BEING A PORTION OF PARCEL F, AS SAID PARCEL F IS SHOWN AND SO DESIGNATED ON THE OFFICIAL MAP OF SUBDIVISION 8954, RECORDED JULY 10, 2007, IN BOOK 505 OF MAPS, PAGE 5, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF SAID PARCEL F;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID PARCEL F, NORTH 09°02'51" EAST 35.22 FEET;

THENCE, LEAVING SAID WESTERN LINE, SOUTH 40°10'13" EAST 19.60 FEET;

THENCE, SOUTH 89°23'16" EAST 91.51 FEET;

AUGUST 28, 2007
JOB NO.: 1275-00

THENCE, SOUTH 00°36'44" WEST 20.00 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL F;

THENCE, ALONG SAID SOUTHERN LINE, NORTH 89°23'16" WEST 109.48 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,271 SQUARE FEET OF LAND, MORE OR LESS.

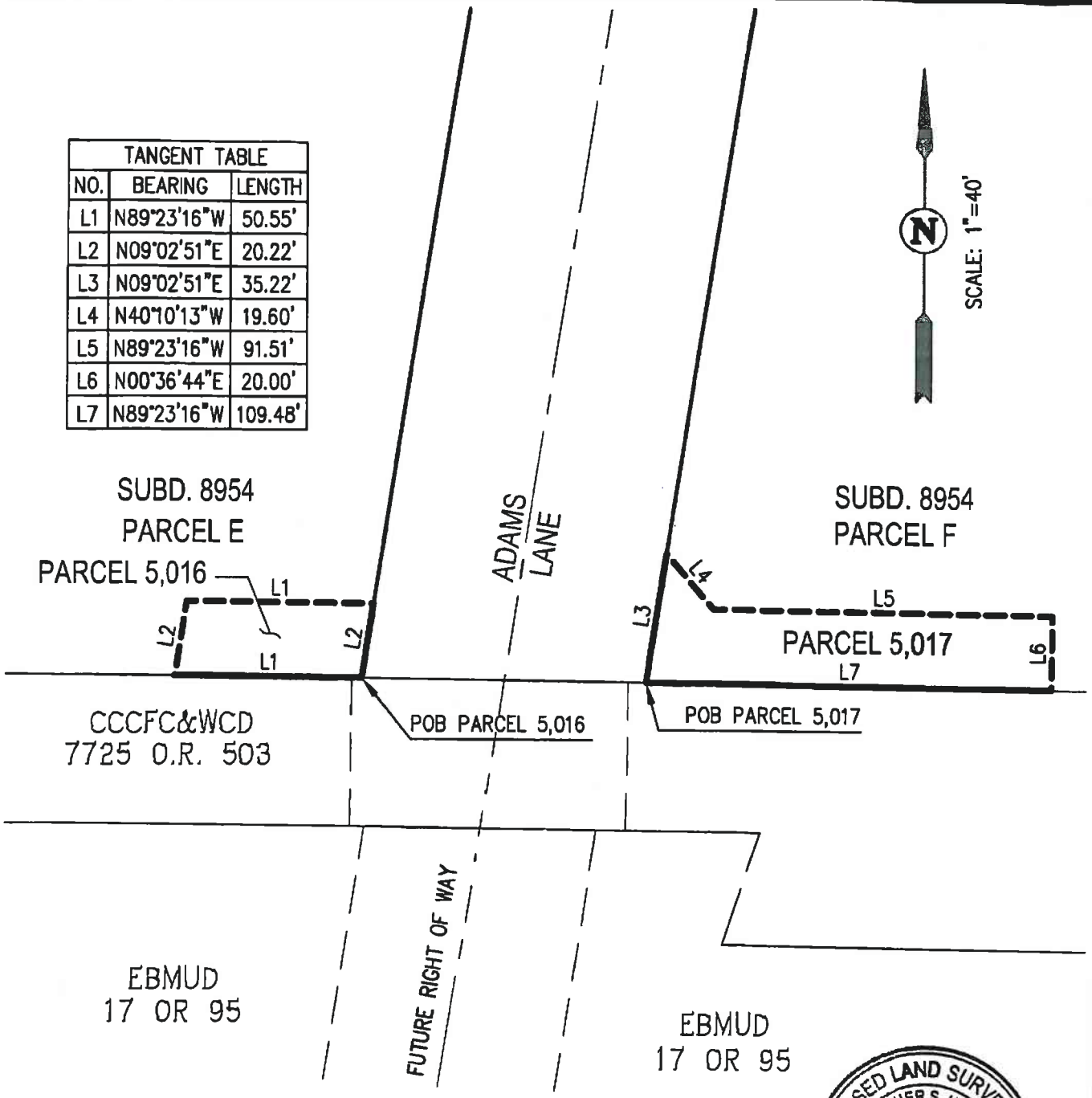
ATTACHED HERETO IS A PLAT, EXHIBIT 'B', AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

Christopher S. Harmison

CHRISTOPHER S. HARMISON, P.L.S.
L.S. NO. 7176
EXPIRES: DECEMBER 31, 2007

TANGENT TABLE		
NO.	BEARING	LENGTH
L1	N89°23'16"W	50.55'
L2	N09°02'51"E	20.22'
L3	N09°02'51"E	35.22'
L4	N40°10'13"W	19.60'
L5	N89°23'16"W	91.51'
L6	N00°36'44"E	20.00'
L7	N89°23'16"W	109.48'



AREA TABLE:

PARCEL 5,016:	1,011 SF±
PARCEL 5,017:	2,271 SF±
TOTAL AREA:	3,382 SF±

EXHIBIT 'B'

ACCESS EASEMENT
SUBDIVISION 8954 (505 M 5)
BRENTWOOD, CALIFORNIA
AUGUST 2007
CCCFC&WCD DRAWING NO. FA-20,009

LICENSED LAND SURVEYOR
CHRISTOPHER S. HARMISON
No. 7176
Exp. 12/31/09
STATE OF CALIFORNIA

Carlson, Barbee, & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
6111 BOLLINGER CANYON ROAD, SUITE 150 SAN RAMON, CALIFORNIA 94583
TELEPHONE: (925) 866-0322 FAX: (925) 866-8575

JOB NO. 1275-00

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AUGUST 28, 2007
JOB NO.: 1275-00
ACCESS EASEMENT TO
CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT
BRENTWOOD, CALIFORNIA

EXHIBIT 'A-2'

PARCEL 5,018

REAL PROPERTY, SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL F, AS SAID PARCEL F IS SHOWN AND SO DESIGNATED ON THE OFFICIAL MAP OF SUBDIVISION 8954, RECORDED JULY 10, 2007, IN BOOK 505 OF MAPS, PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF SAID PARCEL F;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHERN LINE OF SAID PARCEL F, NORTH 89°23'16" WEST 20.00 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH 01°13'27" EAST 20.00 FEET;

THENCE, SOUTH 89°23'16" EAST 20.00 FEET TO A POINT ON THE EASTERN LINE OF SAID PARCEL F;

THENCE, ALONG SAID EASTERN LINE, SOUTH 01°13'27" WEST 20.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT, EXHIBIT 'B', AND BY THIS REFERENCE MADE A PART HEREOF.

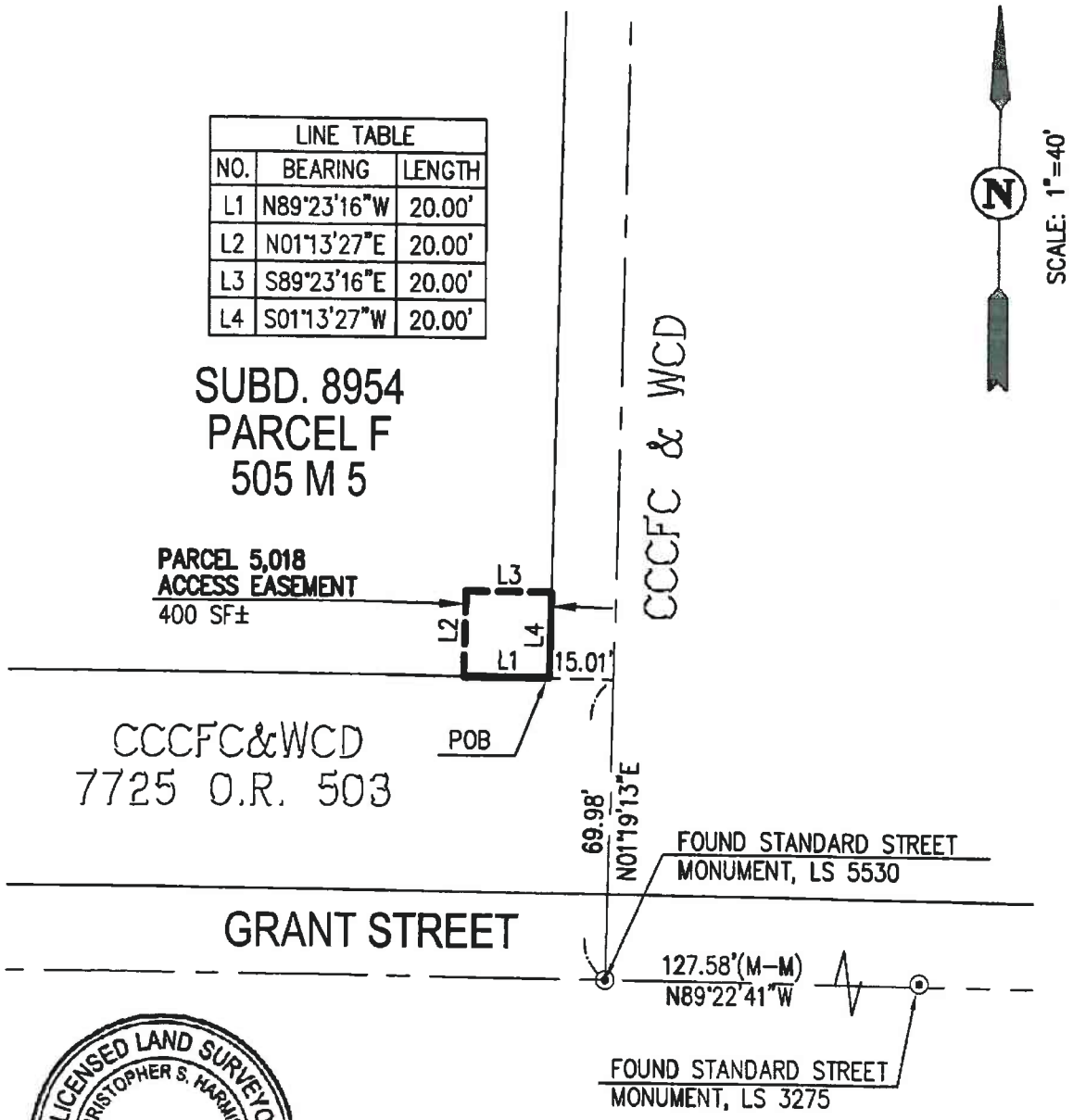
END OF DESCRIPTION

LICENSED LAND SURVEYOR
CHRISTOPHER S. HARMISON
No. 7176
Exp. 12/31/07
STATE OF CALIFORNIA

Christopher S. Harmison

CHRISTOPHER S. HARMISON, P.L.S.
L.S. NO. 7176
EXPIRES: DECEMBER 31, 2007

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°23'16"W	20.00'
L2	N01°13'27"E	20.00'
L3	S89°23'16"E	20.00'
L4	S01°13'27"W	20.00'



LICENSED LAND SURVEYOR
CHRISTOPHER S. HARMISON
No. 7176
Exp. 12/31/09
STATE OF CALIFORNIA

EXHIBIT 'B'

ACCESS EASEMENT
PARCEL F, SUBDIVISION 8954 (505 M 5)
BRENTWOOD, CALIFORNIA

AUGUST 2007

CCCFC&WCD DRAWING NO. FA-20,010

Carlson, Barbee, & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

6111 BOLLINGER CANYON ROAD, SUITE 150 SAN RAMON, CALIFORNIA 94583

TELEPHONE: (925) 866-0322 FAX: (925) 866-8575

JOB NO. 1275-00

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ACKNOWLEDGMENT

State of California
County of Contra Costa

On December 11, 2008 before me, Pamela Blessington, Notary Public, personally appeared Albert D. Seeno III and Louis Parsons, 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.

PAMELA BLESSINGTON
COMM. # 1710054
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
MY COMM. EXP. DEC. 11, 2010

Signature Pamela Blessington **(Seal)**

Contra Costa County

To: Board of Supervisors

From: Ronald Harvey, Risk Manager

Date: February 24, 2009

Subject: Personal Property Reimbursement

RECOMMENDATION(S):
RECEIVE this report concerning the personal property loss of David Adams and authorize payment in the amount of $418.00.

FISCAL IMPACT:
None

BACKGROUND:
Risk Management has reviewed and investigated the claim presented by David Adams and is recommending payment for his personal property loss. Risk Management has determined that payment is appropriate under the compensation for loss or damage to Personal Property Policy as noted in Admin. Bulletin 313.1.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Emy L. Sharp, Deputy

Contact: Ron Harvey, Risk Manager, (335-1443)

cc:

ATTACHMENTS

demand

4 2.0

on the Treasury of the
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

Made By:

DATE 1-5-09

NAME (LAST) (FIRST) ADAMS, DAVID

ADDRESS 150 RANKIN WY #32

CITY, STATE BENICIA CA ZIP CODE 94510

IMPORTANT
See Instructions on Reverse Side

For the sum of FOUR HUNDRED EIGHTEEN AND 00/100 Dollars $ 418.00

As itemized below:

DATE	DESCRIPTION	AMOUNT
12-30-08	LENSES FOR OAKLEY POLARIZED PRESCRIPTION LENSE BLACK OPIDIUM SUN GLASSES IMPACT RESISTANT	418.00

The undersigned under the penalty of perjury states: That the above claim and the items as therein set out are true and correct; it no part thereof has been heretofore paid, and that the amount therein is justly due, and that the same is presented within one ar after the last item thereof has accrued.

Signed

VENDOR NO.

Received, Accepted, and Expenditure Authorized

DEPARTMENT HEAD OR CHIEF DEPUTY

NO	INVOICE DATE	DESCRIPTION	FUND/ORG.	ACCOUNT	ENCUMBRANCE NO.	P/C	PAYMENT AMOUNT
	1.8.09	Sunglass lens replacement	2505	2479			418 00

TAXABLE AMOUNT	TASK	OPTION	ACTIVITY	SPEC. FLDS.	DISCOUNT

NO.	INVOICE DATE	DESCRIPTION	FUND/ORG.	ACCOUNT	ENCUMBRANCE NO.	P/C	PAYMENT AMOUNT

TAXABLE AMOUNT	TASK	OPTION	ACTIVITY	SPEC. FLDS.	DISCOUNT

NO.	INVOICE DATE	DESCRIPTION	FUND/ORG.	ACCOUNT	ENCUMBRANCE NO.	P/C	PAYMENT AMOUNT

TAXABLE AMOUNT	TASK	OPTION	ACTIVITY	SPEC. FLDS.	DISCOUNT

(IIS Rev.10/77)

PERSONAL PROPERTY REIMBURSEMENT CLAIM

TO BE COMPLETED BY CLAIMANT:

Claimant's Name: DAVID ADAMS Date: 12-30-08

Address: 150 RANKIN WY #32 BENICIA CA 94510

Department: CONTRA COSTA SHERIFF Employee No: 48938

Describe the manner in which the loss or damage occurred:

DURING A TRAFFIC STOP AT 1350 HRS, I WAS SEARCHING A VEHICLE. MY SUNGLASSES WERE ON MY HEAD WHILE SEARCHING UNDER THE FRONT DRIVERS SEAT. UPON LIFTING UP MY HEAD/SUNGLASSES HIT THE TOP DOOR FRAME SEAT BELT ASSEMBLY CAUSING THE LEFT LENSE TO BE SCRATCHED APPROX 1" IN THE MIDDLE OF LENSE

Amount of Loss Claim $

Amount to repair damaged property (attach invoice & actual repair) $ 418.00 REPLACE LENSES

Original purchase price of article(s) (attach sales slip on same) $ 490.00

Where purchased: DR. RICHARD JOYCE OPTOMETRIST

Date purchased: 8-4-08 OAKLEY POLARIZED SUNGLASSES PRESCRIPTION

Do you carry private insurance coverage for property loss or damage to your personal property? Yes____ No X

If yes, have you contacted your insurance agent for reimbursement? Yes____ No X

If yes, how much did your insurance reimburse you for the claim? $ N/A

If no, why did the company reject your claim? N/A

Employee's Signature 1-5-09 Date

TO BE COMPLETED BY WITNESS

Confirming statement by witness to incident:

Witness' Name (Print) Signature of Witness

DEPUTY ADAMS SHOWED ME HIS PRESCRIPTION SUNGLASSES, WHICH CONTAINED A VISIBLE CRESCENT SCRATCH ON THE LEFT LENS. THE GLASSES WERE COLLECTED, AND ARE FORWARDED WITH THIS REPORT.

S. SPARVOLI #36836 SGT. [signature]

Supervisor's Name (Print) Signature of Immediate Supervisor

TO BE COMPLETED BY DEPARTMENT HEAD OR DESIGNATED REPRESENTATIVE:

I recommend approval of this claim because said claim meets the criteria for reimbursement provided by Administrative Bulletin #313.1, as follows: (Please refer to items 1-4 under Administrative Bulletin #313.1.)

I recommend rejection of this claim because said claim does not meet the criteria for reimbursement provided by Administrative Bulletin #313.1, as follows: (Please refer to items 1-4 under Administrative Bulletin #313.1.)

[signature]

Signature of Department Head or Designated Representative

HAVE YOU CHECKED TO BE SURE

1. Damaged property is attached to this claim. If not, please explain.
2. This form has been completely answered.
3. County demand form and Board Order, if needed, is attached.

AK130 6/83

ADAMS, DAVID 48938
RE: PRESCRIPTION SUNGLASSES

Richard G. Joyce, O.D.
874 Southampton Road
Benicia, CA 94510

Statement of Charges and Payments

Fee Slip Number: 25646
Date Printed: 01/08/2009
Provider: Richard Joyce, O.D.
Office Phone: 707-745-6266
License: 8752T

To: David Adams
150 Rankin Way #32
Benicia, CA 94510

TPA Number: 8752T /

Patient: David Adams
Next Appt:

Service Date	Qty	Description	CPT	Diagnosis	Amount	Patient Balance
08/04/2008	1	Polarized Oakley Suns			416.00	
		Courtesy Discount			(83.60)	
	1	Oakley Flak Jacket			195.00	
		Courtesy Discount			(39.00)	
			Total Current Charges			490.40
08/04/2008			Payment Applied - Visa		(490.40)	
			Total Payments			(490.40)
			Balance Due			0.00
			Other Open Items			0.00
			NO PAYMENT NECESSARY			0.00

Thank you for your confidence and trust.

Total Due	0.00	Patient #	6446	Statement Date	01/08/2009
Amount Enclosed		Check #		Patient	David Adams

Richard G. Joyce, O.D.
874 Southampton Road
Benicia, CA 94510

David Adams
150 Rankin Way #32
Benicia, CA 94510

Contra
Costa
County

To: Board of Supervisors

From: COB

Date: February 24, 2009

Subject: Claims

RECOMMENDATION(S):

FISCAL IMPACT:

BACKGROUND:

☐ APPROVE

☑ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009**

☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE:
John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

, County Administrator and Clerk of the Board of Supervisors

By: Emy L. Sharp, Deputy

Contact:

cc:

Contra
Costa
County

To: Board of Supervisors

From: COB

Date: February 24, 2009

Subject: Claim

RECOMMENDATION(S):

FISCAL IMPACT:

BACKGROUND:

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

☐ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

Contact:

cc:

Contra
Costa
County

To: Board of Supervisors

From: Ronald Harvey, Risk Manager

Date: February 24, 2009

Subject: Final Settlement of Claim Duane Struntz v. County of Contra Costa, WCAB No. 52235

RECOMMENDATION(S):
RECEIVE this report concerning the final settlement of Duane Struntz and authorize payment from the Workers' Compensation Internal Service Fund in an amount not to exceed $55,000, less permanent disability payments.

FISCAL IMPACT:
Workers' Compensation Internal Service Fund payment of $55,000, and continuing of $17,820 and liability for lifetime medical care.

BACKGROUND:
Mary Jo Castruccio, Assistant Risk Manager/Workers' Compensation, has advised the County Administrator that within authorization, an agreement has been reached settling the workers' compensation claim of Duane Struntz v. Contra Costa County.

The Board's February 3, 2009 closed session vote was Supervisors Gioia, Uilkema, Piepho, Bonilla, and Glover - Yes.

This action is taken so that terms of this final settlement and the earlier February 3, 2009 closed session vote of this Board authorizing its negotiated settlement are known publicly.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Emy L. Sharp, Deputy

Contact: Ron Harvey, Risk Manager (335-1443)

cc:

Contra
Costa
County

To: Board of Supervisors

From: Ronald Harvey, Risk Manager

Date: February 24, 2009

Subject: Final Settlement of Claim Angela Poole v. County of Contra Costa, WCAB #2898883

RECOMMENDATION(S):
RECEIVE this report concerning the final settlement of Angela Poole and authorize payment from the Workers' Compensation Internal Service Fund in the amount of $50,000 with open lifetime medical.

FISCAL IMPACT:
Workers' Compensation Internal Service Fund payment of $50,000 with open lifetime medical.

BACKGROUND:
Mary Jo Castruccio, Assistant Risk Manager/Workers' Compensation, has advised the County Administrator that within authorization, an agreement has been reached settling the workers' compensation claim of Angela Poole v. Contra Costa County.

The Board's February 3, 2009 closed session vote was Supervisors Gioia, Uilkema, Piepho, Bonilla, and Glover - Yes.

This action is taken so that terms of this final settlement and the earlier February 3, 2009 closed session vote of this Board authorizing the negotiated settlment are known publicly.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Emy L. Sharp, Deputy

Contact: Ron Harvey, Risk Manager (335-1443)

cc:

Contra
Costa
County

To: Board of Supervisors

From: COB

Date: February 24, 2009

Subject: APPROVE Minutes

RECOMMENDATION(S):

FISCAL IMPACT:

BACKGROUND:

☐ APPROVE

☑ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

, County Administrator and Clerk of the Board of Supervisors

By: Emy L. Sharp, Deputy

Contact:

cc:

Contra Costa County

To: Board of Supervisors

From: County Administrator David J. Twa

Date: February 24, 2009

Subject: Board Member Montly Meeting Reports

RECOMMENDATION(S):
ACCEPT the Meeting Attendance Reports for the month of January 2009 from the members of the Board of Supervisors as required for compliance with Government Code Section 53232.3(d).

FISCAL IMPACT:
None.

BACKGROUND:
Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc.), or other compensation. The attached reports on meetings attended by the Supervisors during the month of January 2009 are submitted in compliance with the requirement. The lists of meetings do not represent all meetings attended by the Supervisors, but only those for which reimbursement or stipends were received.

☐ APPROVE

☑ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Emy L. Sharp, Deputy

Contact:

cc:

ATTACHMENTS

Bd Mtgs

January '09 Monthly Meeting Report, Supervisor Gayle B. Uilkema

Date	DESTINATION	AGENCY	PURPOSE
2	Lafayette	Dist 2	Constituent Meeting
5	Lafayette	CCCTA	O & S
6	Martinez	Board of Supervisors	Reg Meeting
6	Pleasant Hill	Board of Supervisors	Reorg Luncheon
7	San Francisco	Bay Area Air Quality Mgmt District	Board of Directors
8	Martinez	Board of Supervisors	Closed Session
8	Lafayette	District 2 Ride Share	Mayors Conf
9	Martinez	Board of Supervisors	County Admin
9	Martinez	CCCTA	Constituent meeting
10	Richmond	District 2	W. County Schools
10	Martinez	District 2	Outreach
12	San Francisco	Bay Area Air Quality Mgmt District	Stationary Source
13	Martinez	Board of Supervisors	Reg meeting
14	Martinez	District 2	Energy/AB32
14	Martinez	LAFCO	Reg Meeting
15	Concord	CCCTA	Board of Directors
15	Martinez	District 2	Constituent meeting
15	Oakland	ABAG	Exec Board
16	Oakland	Bay Area Air Quality Mgmt District	JPC
20	Martinez	Board of Supervisors	Reg Meeting
21	Berkeley	Bay Area Air Quality Mgmt District	BOD – Retreat
21	Pleasant Hill	CCTA	BOD – Alternate
22	San Francisco	Bay Area Quality Mgmt District	Port emissions/AD Hoc
22	Martinez	District 2	Community Project
23	San Francisco	Bay Area Quality Mgmt District	Mobile Source
23	Rossmoor	District 2	Senior luncheon
23	Walnut Creek	District 2	Community outreach
25	Orinda	District 2	Community event
26	Rossmoor	District 2	Evac Pac
26	Lafayette	Board of Supervisors	Constituent meeting
26	Rodeo	District 2	Community meeting
27	Martinez	Board of Supervisors	Regular meeting

SUPERVISOR PIEPHO'S

Attachment (1) January 2009

Date	Meeting Name	Location	Purpose
6	CCC-BOS	Martinez	BOS Meeting
6	Annual Reorg. BOS Luncheon	Pleasant Hill	Community Outreach
7	Constituent Lunch	Brentwood	Business Meeting
8	CCC-BOS Special Meeting	Martinez	BOS Meeting
8	Constituent Meeting	Alamo	Business Meeting
8	CCC Mayors Conference	Pittsburg	Business Meeting
9	Meeting w/ Zone 7 Officials	Martinez	Business Meeting
9	CSUEB Lunch	Martinez	Business Meeting
9	Legislative Meeting	Concord	Business Meetings
10	CCC Association of Realtors 2009 Event	Danville	Community Outreach
13	CCC-BOS	Martinez	BOS Meeting
13	Constituent Meet & Greet	Martinez	Business Meeting
14	Constituent Meeting	Martinez	Business Meeting
14	LAFCO General Meeting	Martinez	Business Meetings
15	Delta 6 Meeting	Pittsburg	Business Meetings
15	Discovery Bay Community Center Meeting ▪ Hwy 4 Bypass Mtgs.	Brentwood	Business Meetings
16	Blue Ribbon Committee Mtg. ▪ Mental Health Commission Update	Brentwood	Business Meetings
16	Constituent Lunch	Danville	Business Meeting
17	30th Annual Shellie Awards Ceremony	Walnut Creek	Community Outreach
20	CCC-BOS	Martinez	BOS Meeting
22	Joint Use Library Meeting ▪ Constituent Meetings	Brentwood	Business Meetings
22	Delta Protection Commission Meeting	Stockton	Business Meeting
23	Delta Meeting w/ Secretary Chrisman	Sacramento	Business Meeting
23	Gwen Regalia's Retirement Celebration	Walnut Creek	Community Outreach
24	Chelsey Sullenberger Welcome Home Ceremony	Danville	Community Outreach
24	Discovery Bay West P District Meeting	Discovery Bay	Business Meeting
26	Constituent Meeting	Concord	Business Meeting
26	East County Fire Protection Meeting w/ Sup. Glover	Pittsburg	Business Meeting
27	CCC-BOS	Martinez	BOS Meeting
28	Habitat Conservation Plan Supplemental Meeting	Pittsburg	Business Meeting
28	Constituent Lunch	Pittsburg	Community Outreach
28	"Partners in Change" Award Ceremony	Sacramento	Receiving Award
29	Constituent Meeting	Danville	Business Meeting
29	JCC Tice Valley Blvd.Meeting ▪ Central Contra Costa Solid Waste Authority Meeting	Walnut Creek	Business Meetings
29	Contra Costa Council USA	Concord	Community Outreach
30	Bay Delta Conservation Plan Briefing	Danville	Business Meeting
30	Alamo Chamber of Commerce Installation	Alamo	Community Outreach

Supervisor Susan Bonilla
JANUARY 2009

DATE	MEETING NAME	LOCATION	PURPOSE
1/6/2009	BOARD OF SUPERVISORS	MARTINEZ	DECISIONS ON BOARD AGENDA ITEMS
1/6/2009	ANNUAL REORGANIZATION LUNCHEON	PH	COMMUNITY OUT REACH
1/7/2009	CC TRANSPORTATION AUTHORITY	PH	REGIONAL TRANSPORATION ISSUES
1/8/2009	BOARD OF SUPERVISORS	MARTINEZ	DECISIONS ON BOARD AGENDA ITEMS
1/8/2009	MAYORS CONFERENCE	PITTSBURG	REGIONAL WATER ISSUES
1/10/2009	FUNERAL	WC	HONOR FALLEN SOLDIER
1/13/2009	BOARD OF SUPERVISORS	MARTINEZ	DECISIONS ON BOARD AGENDA ITEMS
1/14/2009	PLANNING OF HEART FELT DINNER	WC	COMMUNITY OUT REACH
1/15/2009	JOINT CONFERENCE COMMITTEE	MARTINEZ	EVALUATE COUNTY POLICY
1/20/2009	BOARD OF SUPERVISORS	MARTINEZ	EVALUATE COUNTY POLICY
1/21/2009	POLICE OF THE YEAR AWARD	CONCORD	COMMUNITY OUT REACH
1/21/2009	CC TRANSPORTATION AUTHORITY	PH	REGIONAL TRANSPORATION ISSUES
1/26/2009	CC SPECIAL DISTRICT ASSOCIATION	PH	COMMUNITY OUT REACH
1/26/2009	CC FUTURE FUND COUNCIL	CONCORD	EVALUATE COUNTY POLICY
1/27/2009	BOARD OF SUPERVISORS	MARTINEZ	DECISIONS ON BOARD AGENDA ITEMS
1/29/2009	CONTRA COSTA USA	CONCORD	COMMUNITY OUT REACH

Contra Costa County

To: Board of Supervisors

From: Mary N. Piepho, District III Supervisor

Date: February 24, 2009

Subject: Caring Hands

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Jane

cc:

ATTACHMENTS

Signed Resolution

Resolution No.
2009/82

The Board of Supervisors of Contra Costa County, California

In the matter of: **Resolution No. 2009/82**

IN THE MATTER OF RECOGNIZING THE CARING HANDS VOLUNTEER CAREGIVER PROGRAM'S 10th ANNIVERSARY

WHEREAS, Caring Hands Volunteer Caregivers Program was founded in August 1998, Caring Hands volunteers have logged more than 140,000 hours of service since its inauguration; and

WHEREAS, Caring Hands has attempted to meet a remarkable and growing need for volunteer services in Central, South and East Contra Costa County since 1998; and

WHEREAS, Caring Hands Volunteer Caregivers Program is to promote independence and enhance the quality of life of the aging population in the Contra Costa County community through meaningful, one-on-one relationships with caring volunteers; and

WHEREAS, Caring Hands mission is to create one-on-one matches between caring volunteers and seniors in need who may be frail, isolated, or disabled over the age of 60, enabling them to stay in their homes, and remain independent, as long as safety possible by providing free non-medical in-home assistance; and

WHEREAS, Caring Hands Volunteer Caregivers Program services include: friendly phone calling (in conjunction with any other service), friendly visiting and companionship, transportation and escort to medical appointments and other needed services, assistance with shopping and errands, respite care (or rest for the family caregiver), reading mail and letter writing, light household tasks and light meal preparation, minor home repairs and yard work; and

WHEREAS, Caring Hands Volunteer Caregivers Program in 2006 added a Hispanic Outreach program speaking volunteers and is serving 28 Hispanic seniors; and

WHEREAS, The Caring Hands Volunteer Caregivers Program in 2007 was awarded Transportation provider of the year by Contra Costa County Advisory Council on Aging; and

WHEREAS, The Caring Hands Volunteer Caregivers Program Senior Transporting Program is currently serving 78 seniors with occasional transportation to and from Medical appointments; and

WHEREAS, Caring Hands statistics for Contra Costa County reveal that during the period from 1900-2010 there will be 237% increase in the 85 plus age group. In addition, the statistics for the same period indicate nearly 155,000 people will join the 55 plus population or more than one in four households will need the type of assistance Caring Hands provides; and

WHEREAS, Caring Hands Volunteer Caregivers Program continues to grow each year to serve more seniors, currently, serving more than 406 seniors and totaling 388 volunteers. Caring Hands is looking forward to expansion to serve even more seniors in the coming years; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CONTRA COSTA COUNTY BOARD OF SUPERVISORS recognizes a recognizes and honors the Caring Hands Volunteer Caregivers Program for their continued commitment to the Contra Costa County aging community and congratulates them on their 10th Anniversary.

SUSAN A. BONILLA
Chair,
District IV Supervisor

JOHN GIOIA
District I Supervisor

GAYLE B. UILKEMA
District II Supervisor

MARY N. PIEPHO
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: February 24, 2009

David J. Twa,

By: _____, Deputy

Contra
Costa
County

To: Board of Supervisors

From: Ruth

Date: February 24, 2009

Subject: Honor & Proclomation

RECOMMENDATION(S):

FISCAL IMPACT:

BACKGROUND:

☐ APPROVE

☑ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009**

☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Ruth

cc:

ATTACHMENTS

Resolution No.
2009/62

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2009/62

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

ATTESTED: February 24, 2009

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

Contact: Ruth

By: , Deputy

cc:

Contra Costa County

To: Board of Supervisors

From: John Gioia, District I Supervisor

Date: February 24, 2009

Subject: Resolution Honoring Walter Pedretti the San Pablo Chamber of Commerce Citizen of the Year

---

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Kate Rauch
510-374-3231

cc:

ATTACHMENTS

Signed Resolution

Resolution No.
2009/79

The Board of Supervisors of Contra Costa County, California

In the matter of: **Resolution No. 2009/79**

Honoring Walter Pedretti as the San Pablo Chamber of Commerce 2009 Citizen of the Year

Walter A. Pedretti was born in San Pablo, California in 1922; and
Whereas, Walter Pedretti attended local schools and graduated from Richmond High in 1940, and
Whereas, Mr. Pedretti worked in local industry until he joined the U.S. Army in 1942; gaining the rank of Sergeant; and
Whereas, Walter Pedretti served in the South Pacific until he was discharged in 1945, and
Whereas, Mr. Pedretti left the military to become an officer in San Pablo's first police department; and
Whereas, Walter Pedretti became Police Chief in 1949 and served in that capacity for 26 years until retiring on November 30, 1977; and
Whereas, Chief Pedretti was the youngest police chief in the state and holds the record of the state's longest serving police chief; and
Whereas, Chief Pedretti has been a property owner in San Pablo for 40 years; and
Whereas, Walter Pedretti has served on numerous community boards and groups including as a director of Boy's Club for more than 20 years; on the Salvation Army Advisory Board; as Chairman of the Guide Dogs for the Blind fun-drive; and as co-chair of the West County Boy Scout Fund-Drive; and
Whereas, Mr. Pedretti holds Honorary Life Memberships of the PTA, the San Pablo Eagles, and the VFW; and serves as vice-president of the San Pablo Chamber of Commerce
Whereas, Walter Pedretti and his wife Phyllis were married in 1948 and are the proud parents of three daughters and five grandchildren;

That the Board of Supervisors of Contra Costa County honor Walter A. Pedretti's inspirational years of service to the people of San Pablo and West Contra Costa and congratulate him for being named the San Pablo Chamber of Commerce Citizen of the year.

SUSAN A. BONILLA
Chair,
District IV Supervisor

JOHN GIOIA
District I Supervisor

GAYLE B. UILKEMA
District II Supervisor

MARY N. PIEPHO
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: February 24, 2009

David J. Twa,

By: _____, Deputy

Contra
Costa
County

To: Board of Supervisors

From: John Gioia, District I Supervisor

Date: February 24, 2009

Subject: Resolution Honoring Doctors Medical Center Regional Cancer Center as the San Pablo Chamber of Commerce Business of the Year

---

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Kate Rauch, 510-374-3231

cc:

ATTACHMENTS

Signed Resolution

Resolution No.
2009/80

The Board of Supervisors of Contra Costa County, California

In the matter of: **Resolution No. 2009/80**

Honoring the Regional Cancer Center at Doctors Medical Center as the San Pablo Chamber of Commerce Business of the Year.

The Regional Cancer Center at Doctors Medical Center in San Pablo was created with the vision of providing comprehensive cancer treatments for patients and their families; and
Whereas: The Regional Cancer Center at Doctors Medical Center was opened in the early 1990s; and
Whereas: The Cancer Center at Doctor's Medical Center was named the J.C. Robinson, MD Regional Cancer Center for dedicated community physician Dr. Robinson; and
Whereas: Since it opened, the Cancer Center has offered comprehensive cancer service including diagnostics and treatments, in addition to support groups and patient resources; and
Whereas: The Regional Cancer Center is committed to the advancement of treatments through clinical trials and research; and
Whereas: The Regional Cancer Center prides itself on being a place of hope, with quality service in a supportive environment; and
Whereas: The Regional Cancer Center includes a Breast Care Center; and
Whereas: The Regional Cancer Center earned in 2008 the Commission on Cancer's Outstanding Achievement Award, one of 54 recipients in the country; and
Whereas: The Regional Cancer Center is one of two centers in Northern California and seven in the state to receive this distinguished award; and
Whereas: The Regional Cancer Center is home to a team of excellent, devoted doctors, nurses and staff, including two physicians recently recognized for their work, Brenda Shank, MC, PhD, radiation Oncologist; and Stuart Gourlay, MD, Surgeon; and
Whereas: After two decades of providing comprehensive cancer care to the community, the professional team of the Regional Cancer Center at Doctors Medical Center is committed to continuing this service;

That the Board of Supervisors of Contra Costa County honor the Regional Cancer Center at Doctors Medical Center in San Pablo for being named the San Pablo Chamber of Commerce Business of the Year;

SUSAN A. BONILLA
Chair,
District IV Supervisor

JOHN GIOIA
District I Supervisor

GAYLE B. UILKEMA
District II Supervisor

MARY N. PIEPHO
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: February 24, 2009

David J. Twa,

By: _____, Deputy

Contra
Costa
County

To: Board of Supervisors

From: COB

Date: February 24, 2009

Subject: Honor & Proclomation

RECOMMENDATION(S):

FISCAL IMPACT:

BACKGROUND:

☐ APPROVE

☑ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009**

☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Ruth

cc:

Contra Costa County

To: Board of Supervisors

From: John Gioia, District I Supervisor

Date: February 24, 2009

Subject: Resolution Honoring El Cerrito Police Commander Gary E. Priebe on his retirement.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Kate Rauch
510-374-3231

cc:

ATTACHMENTS

Signed Resolution

Resolution No.
2009/81

The Board of Supervisors of Contra Costa County, California

In the matter of: **Resolution No. 2009/81**

Congratulating El Cerrito Police Commander Gary E. Priebe on his retirement after thirty years of distinguished service.

Whereas: Gary E. Priebe, Police Commander of the El Cerrito Police Department was born in Richmond, Ca., raised in El Sobrante and is a graduate of De Anza High School and San Jose State University; and
Whereas: Gary Priebe began his law enforcement career with the El Cerrito Police on June 4, 1979; and
Whereas: Commander Priebe has held numerous assignments during his 30 year career with the El Cerrito Police, including as a Laboratory Identification Supervisor; Field Training Officer; on the Crisis Negotiation Team; in the Detective Bureau; as a Senior Office; Police Corporal; Police Sergeant; Detective Sergeant, Patrol Sergeant; Administrative Sergeant; and Police Commander; and
Whereas: Gary Priebe has served his entire police career with efficiency, competency, and distinction; and
Whereas: Commander Priebe, like his colleagues in Professional Law Enforcement, devoted his time and energy to the safety of his fellow citizens; and
Whereas: Gary Priebe and his wife Laura have raised two children, Heather and Ryan; and
Whereas: After serving the citizens of El Cerrito and Contra Costa County as a police officer for almost 30 years, Commander Priebe retired in December 2008; and

That the Board of Supervisors of Contra Costa County honor El Cerrito Police Commander Gary Priebe on his distinguished public service to the safety and welfare of the people of El Cerrito and Contra Costa County and congratulate him on his retirement.

SUSAN A. BONILLA
Chair,
District IV Supervisor

JOHN GIOIA
District I Supervisor

GAYLE B. UILKEMA
District II Supervisor

MARY N. PIEPHO
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

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David J. Twa,

By: _____, Deputy

Contra
Costa
County

To: Board of Supervisors

From:

Date: February 24, 2009

Subject:

RECOMMENDATION(S):

☐ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

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Federal D. Glover, District V Supervisor

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

By: Katherine Sinclair, Deputy

Contact:

cc:

Contra
Costa
County

To: Board of Supervisors

From: COB

Date: February 24, 2009

Subject: Honor & Proclomation

RECOMMENDATION(S):

FISCAL IMPACT:

BACKGROUND:

☐ APPROVE

☑ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

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Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Ruth

cc:

Contra Costa County

To: Board of Supervisors

From: Joe Valentine, Employment & Human Services Director

Date: February 24, 2009

Subject: Advisory Council on Aging Vacancy

RECOMMENDATION(S):
On behalf of the Advisory Council on Aging, it is recommended that the Board of Supervisors take the following action:

Declare vacant the Member-at-Large Seat #9 held by Mr. John Cambus and direct the Clerk of the Board to post the vacancy. Mr. Cambus was formally notified on January 11, 2009 that due to excessive absenteeism his seat was to be declared vacant.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Mr. Cambus has been removed from membership on the Advisory Council, and it is necessary to fill this vacancy in an effort to bring the Advisory Council to its required number of active members.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: 925.313.1648

cc: Susan Brown, Jamie Ray, John Cottrell, Elaine Burres, Earl Maciel

Contra Costa County

To: Board of Supervisors

From: Susan A. Bonilla, District IV Supervisor

Date: February 24, 2009

Subject: Reappointment to the Fish & Wildlife Committee

RECOMMENDATION(S):
Reappoint the following individual to the District IV Seat of the Fish & Wildlife Committee for a two-year term expiring on February 28, 2011:

Bruce C. Weisenbach
337 Avenida Flores
Pacheco, CA 94553

FISCAL IMPACT:
None

BACKGROUND:
Supervisor Bonilla has approved this reappointment.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

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Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Laura Case 521-7100

cc:

Contra Costa County

To: Board of Supervisors

From: Catherine Kutsuris, Conservation & Development Director

Date: February 24, 2009

Subject: Appointment of County Planning Commission Representative to TRANSPAC

RECOMMENDATION(S):
APPOINT Michael Murray as the County Planning Commission representative on TRANSPAC, as recommended by the County Planning Commission.

FISCAL IMPACT:
None.

BACKGROUND:
TRANSPAC (formally called Transportation Planning Partnership and Cooperation) is the regional transportation planning committee for Central County. All cities and the County must participate in the regional transportation committees to be eligible for their return-to-source allocations under the local transportation sales tax program (Measure C and Measure J). The Board of Supervisors appoints two members of TRANSPAC: a Supervisor and a Planning Commissioner. The Planning Commission recommends the appointment of Michael Murray to fill its vacant seat on TRANSPAC. The previous representative, Donald Snyder, reliquished the seat recently due to a change in his daily schedule that made it difficult for him to attend the TRANSPAC meetings.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: 335-1201

cc: Michael Murray, County Planning Commission, Barbara Neustadter, TRANSPAC

Contra Costa County

To: Board of Supervisors

From: Susan A. Bonilla, District IV Supervisor

Date: February 24, 2009

Subject: Reappointment to the Contra Costa Commission for Women

RECOMMENDATION(S):
Reappoint the following individual to the District IV seat on the Contra Costa Commission for Women to a three-year term expiring on February 28, 2012.

Caryln Suzanne Obringer
1655 Galindo St. #1320
Concord, Ca 94520

FISCAL IMPACT:
None

BACKGROUND:
Supervisor Bonilla recommends Ms. Obringer's reappointment.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Laura Case 521-7100

cc:

Contra Costa County

To: Board of Supervisors

From: Susan A. Bonilla, District IV Supervisor

Date: February 24, 2009

Subject: Reappointment to the Aviation Advisory Committee

RECOMMENDATION(S):
Reappoint the following individual to the District IV seat on the Aviation Advisory Committee to a two-year term expiring March 1, 2011.

Thomas R. Weber
503 Skyview Court
Pleasant Hill, CA 94523

FISCAL IMPACT:
None

BACKGROUND:
Supervisor Bonilla recommends Mr. Weber's reappointment.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Laura Case 521-7100

cc:

Contra Costa County

To: Board of Supervisors

From: Gayle B. Uilkema, District II Supervisor

Date: February 24, 2009

Subject: Resignation from the Crockett-Carquinez Fire Protection District's Fire Advisory Commissioners

RECOMMENDATION(S):
ACCEPT the resignation of the following person from the Appointee 3 Seat of the Crockett-Carquinez Fire Protection District's Fire Advisory Commissioners effective February 1, 2009:

Frank Ochinero
1315 Rose Street
Crockett, CA 94525

DECLARE a vacancy on the Crockett-Carquinez Fire Protection District's Fire Advisory Commissioners and direct the Clerk of the Board to apply the Board's policy for filling the vacancy.

FISCAL IMPACT:
None.

BACKGROUND:
None.

☑ APPROVE ☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: 335-1046

cc: Maddy Book, Supervisor District 2, Crockett-Carquinez FPD, Appointee

Contra Costa County

To: Board of Supervisors

From: Susan A. Bonilla, District IV Supervisor

Date: February 24, 2009

Subject: Appointment to the Economic Opportunity Council

RECOMMENDATION(S):
Appoint the following individual to the District IV Public Sector on the Economic Opportunity Council to a term expiring June 30, 2010:

Florence Weiss
1380 Rising Dawn Lane
Concord, CA 94521

FISCAL IMPACT:
None

BACKGROUND:
Supervisor Bonilla has approved this appointment.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Laura Case 521-7100

cc:

Contra Costa County

To: Board of Supervisors

From: Gayle B. Uilkema, District II Supervisor

Date: February 24, 2009

Subject: Resignation from the Contra Costa County Mental Health Commission

RECOMMENDATION(S):
ACCEPT the resignation of the following person from the District II Family Member #2 Seat of the Contra Costa County Mental Health Commission effective January 23, 2008:

Jacque C. McLaughlin
380 Mill Road
Martinez, CA 94553

DECLARE a vacancy on the Contra Costa County Mental Health Commission and direct the Clerk of the Board to apply the Board's policy for filling the vacancy.

FISCAL IMPACT:
NONE.

BACKGROUND:
NONE.

☑ APPROVE ☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Mary N. Piepho, District III Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Jill Ray, 335-1046

cc: Maddy Book, Supervisor District 2, Mental Health Commission, Karen Shuler, Appointee

Contra Costa County

To: Board of Supervisors

From: Gayle B. Uilkema, District II Supervisor

Date: February 24, 2009

Subject: REAPPOINTMENT TO THE FISH AND WILDLIFE COMMITTEE

RECOMMENDATION(S):
RE-APPOINT the following person to the District II Seat of the Fish and Wildlife Committee for a
two-year term with an expiration date of February 28, 2011:

Mr. Daniel Pellegrini
2207 Boulder Creek Court
Martinez, CA 94553

FISCAL IMPACT:
NONE.

BACKGROUND:
NONE.

☑ APPROVE ☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Jill Ray, 335-1046

cc: Maddy Book, Supervisor District 2, Fish & Wildlife Committee, Appointee

Contra Costa County

To: Board of Supervisors

From: Gayle B. Uilkema, District II Supervisor

Date: February 24, 2009

Subject: RE-APPOINTMENT TO THE WESTERN CCC TRANSIT AUTHORITY BOARD OF DIRECTORS

RECOMMENDATION(S):
RE-APPOINT the following person to the San Pablo Member Seat of the Western CCC Transit Authority
Board of Directors for a two-year term with an expiration date of December 31, 2010:

Dr. Maureen Powers
2771 Sargent Avenue
San Pablo, CA 94806

FISCAL IMPACT:
NONE.

BACKGROUND:
NONE.

☑ APPROVE ☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Jill Ray 335-1046

cc: Maddy Book, Supervisor District 2, WestCAT, Appointee, John Greitzer

Contra Costa County

To: Board of Supervisors

From: Gayle B. Uilkema, District II Supervisor

Date: February 24, 2009

Subject: REAPPOINTMENTS TO THE COUNTY SERVICE AREA R-10 CITIZENS ADVISORY COMMITTEE

RECOMMENDATION(S):
REAPPOINT the following people to the following seats of the County Service Area R-10 Citizens Advisory Committee for a two-year term with an expiration date of June 30, 2010:

Appointee 4
Ms. Suzanne Board
411 Parker Avenue
Rodeo, CA 94572

Appointee 7
Ms. Josephine Orozco
1108 Mahoney Street
Rodeo, CA 94572

FISCAL IMPACT:
NONE.

☑ APPROVE ☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

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AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Jill Ray 335-1046

cc: Maddy Book, Supervisor District 2, Victoria Skerritt, Appointees

BACKGROUND:

NONE.

Contra Costa County

To: Board of Supervisors

From: Gayle B. Uilkema, District II Supervisor

Date: February 24, 2009

Subject: REAPPOINTMENTS TO THE COUNTY SERVICE AREA R-10 CITIZENS ADVISORY COMMITTEE

RECOMMENDATION(S):

REAPPOINT the following people to the following seats of the County Service Area R-10 Citizens Advisory Committee for a two-year term with and expiration date of June 30, 2010: Appointee 2
Connie Batchelder
1016 Sandpoint Drive
Rodeo, CA 94572

Appointee 4
Mary T. Tabor
610 Rodeo Avenue
Rodeo, CA 94572

FISCAL IMPACT:

None.

BACKGROUND:

None.

☑ APPROVE ☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Jill Ray, 335-1046

cc: Maddy Book, Supervisor District 2, Vicotria Skerritt, Appointees

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: EMERGENCY MEDICAL CARE COMMITTEE SEAT VACANCY

RECOMMENDATION(S):
DECLARE VACANT, Seat C6, Air Medical Transportation Provider - Alternate, on the Emergency Medical Care Committee (EMCC) and DIRECT the Clerk of the Board to post the vacancy as recommended by the Health Services Director.

FISCAL IMPACT:
None.

BACKGROUND:
Resignation by Seat C6 Appointee, Randy Lyman, MD, was submitted to the EMCC on February 2, 2009.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Art Lathrop, 313-9560

cc: Tasha Scott, Juleine Latteri, Barbara Borbon

Contra Costa County

To: Board of Supervisors

From: Susan A. Bonilla, District IV Supervisor

Date: February 24, 2009

Subject: Reappoint Silvano B. Marchesi as County Counsel to Contra Costa County

RECOMMENDATION(S):
REAPPOINT Silvano B. Marchesi to be County Counsel commencing February 1 through December 31, 2009.

FISCAL IMPACT:
None

BACKGROUND:
Silvano B. Marchesi was appointed as County Counsel as of February 1, 2001, and was reappointed on February 1, 2005. Government Code section 27641 provides for a four-year term. The Board conducted a performance evaluation of the County Counsel on February 3, 2009. On the basis of that performance review, I recommend that Mr. Marchesi be reappointed. As Mr. Marchesi has indicated he plans to retire at the end of 2009, I recommend that the reappointment coincide with his retirement from the County.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Luis Quinonez 521-7100

cc:

Contra
Costa
County

To: Board of Supervisors

From: Cooperative Extension

Date: February 24, 2009

Subject: Appropriation Adjustment for Sea Grant

RECOMMENDATION(S):
APPROVE Appropriations and Revenue Adjustment No. ____ authorizing new revenue in the Cooperative Extension program in the amount of $14,960 from a grant with University of Davis, Sea Grant program, and appropriating it for the salaries and wages.

FISCAL IMPACT:
This action provides appropriations and revenue to Cooperative Extension to fund services being provided under contract with the University of California, Davis, Sea Grant program. No match is required.

BACKGROUND:
Cooperative Extension is a joint effort of the County and the University of California (UC). The UC has found that they need some additional services that were not contemplated when the division of duties was first established between the County and UC. There is available staff time for Cooperative Extension to provide these services.

Approval of this request will provide the revenue and expenditure authority needed to provide the requested services.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Dorothy Sansoe, 335-1009

cc: Shelley Murdock, Dorothy Sansoe, Auditor-Controller

ATTACHMENTS

Sea Grant TC 24

Sea Grant TC 27

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT
T/C-24

ACCOUNT CODING		BUDGET UNIT: 0630 Cooperative Extension		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
0630	9595	Misc Govt Agencies	14,960.00	
		TOTALS	14,960.00	0.00

APPROVED

AUDITOR – CONTROLLER

By: _____ Date _____

COUNTY ADMINISTRATOR

By: _____ Date _____

BOARD OF SUPERVISORS

YES:

NO:

By: _____ Date _____

EXPLANATION OF REQUEST

To appropriate revenue and expenses related to the provision of services by Coopertive Extension staff to the University of Davis under the Sea Grant project.

PREPARED BY: Dorothy Sansoe
TITLE: Sr. Deputy County Administrator
DATE: 2/9/2009

REVENUE ADJ. JOURNAL NO. RAOO_5060

(M 129 Rev. 2/09 CAO)
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CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT
T/C-27

AUDITOR-CONTROLLER USE ONLY:
FINAL APPROVAL NEEDED BY:
☒ BOARD OF SUPERVISORS
☐ COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: 0630 Cooperative Extension		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
0630	1011	Salaries and Wages		14,960.00
0990	6301	Appropriable New Revenue	14,960.00	
0990	6301	Reservces for Contingencies		14960.00
			14,960.00	29,920.00

APPROVED

AUDITOR – CONTROLLER

By: _____ Date _____

COUNTY ADMINISTRATOR

By: _____ Date _____

BOARD OF SUPERVISORS

YES:
NO:

By: _____ Date _____

EXPLANATION OF REQUEST

To appropriate revenue and expenses related to the provision of services by Coopertive Extension staff to the University of Davis under the Sea Grant project.

PREPARED BY: Dorothy Sansoe
TITLE: Sr. Deputy County Administrator
DATE: 02/09/2009

APPROPRIATION APOO 5060
ADJ. JOURNAL NO.

SEE INSTRUCTIONS ON REVERSE SIDE

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT
T/C-27

AUDITOR-CONTROLLER USE ONLY:
FINAL APPROVAL NEEDED BY:
☒ BOARD OF SUPERVISORS
☐ COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: 0630 Cooperative Extension		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
0630	1011	Salaries and Wages		14,960.00
0990	6301	Appropriable New Revenue	14,960.00	
0990	6301	Reservces for Contingencies		14960.00
			14,960.00	29,920.00

APPROVED

AUDITOR – CONTROLLER

By: _____ Date _____

COUNTY ADMINISTRATOR

By: _____ Date _____

BOARD OF SUPERVISORS

AYES: Bonilla ,Gioia, Uilkema, Piepho, & Glover
NOES: none
ABSENT: none
ABSTAIN: none

By: C Nelson Date 2/24/09

EXPLANATION OF REQUEST

To appropriate revenue and expenses related to the provision of services by Coopertive Extension staff to the University of Davis under the Sea Grant project.

PREPARED BY: Dorothy Sansoe
TITLE: Sr. Deputy County Administrator
DATE: 02/09/2009

APPROPRIATION ADJ. JOURNAL NO. APOO 5060

SEE INSTRUCTIONS ON REVERSE SIDE

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT
T/C-24

ACCOUNT CODING		BUDGET UNIT: 0630 Cooperative Extension		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
0630	9595	Misc Govt Agencies	14,960.00	
		TOTALS	14,960.00	0.00

APPROVED

AUDITOR – CONTROLLER

By: _____ Date _____

COUNTY ADMINISTRATOR

By: _____ Date _____

BOARD OF SUPERVISORS

AYES: Bonilla ,Gioia, Uilkema, Piepho, & Glover
NOES: none
ABSENT: none
ABSTAIN: none

By: C Nelson Date 2/24/09

EXPLANATION OF REQUEST

To appropriate revenue and expenses related to the provision of services by Coopertive Extension staff to the University of Davis under the Sea Grant project.

PREPARED BY: Dorothy Sansoe
TITLE: Sr. Deputy County Administrator
DATE: 2/9/2009

REVENUE ADJ. JOURNAL NO. RAOO 5060

(M 129 Rev. 2/09 CAO)
C:\Documents and Settings\cnelson\Desktop\408_408_Appropriation Adjustment - Sea Grant - TC 24 .doc

Contra Costa County

To: Board of Supervisors

From: Ted Cwiek, Human Resources Director

Date: February 24, 2009

Subject: District IV Position Adjustment

RECOMMENDATION(S):
INCREASE hours for one (1) Board of Supervisors Assistant - Specialist (J994) position #12168 from part time (32/40) to full time (40/40); and ADD one (1) Board of Supervisors Assistant - General Secretary (J993) part time position (24/40).

FISCAL IMPACT:
Cost for increasing hours of position #12168 is within the District IV budget. Cost for creating an additional 0.60 FTE will be paid for out of CC FUTURES FUND.

BACKGROUND:
The District IV Supervisor's office has been active in the development and oversight of the CCFutures Fund since its inception and that role is expected to increase in the coming years.

In anticipation of their expanded role, District IV elected to fill a vacant 0.20 FTE by making a 0.80 FTE a 1.0 FTE. The cost this fiscal year will be $7,878. The annual cost will be $18,907.

On January 27, 2009 the Board of Supervisors approved

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

NO: Gayle B. Uilkema, District II Supervisor

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Gladys Scott-Reid, 335-1722

cc:

BACKGROUND: (CONT'D)

the allocation of CC FUTURES FUND dollars to pay for an additional 0.60 FTE. The cost this fiscal year will be $27,086. The annual cost will be $65,006.

The total cost for these actions this fiscal year will be $34,964. The total annual cost for these actions will be $83,913.

ATTACHMENTS

Jill Ryan P300

Laura Case

POSITION ADJUSTMENT REQUEST

NO. _____
DATE 2/26/2015

Department Board of Supervisors - District IV Department No./ Budget Unit No. 0001 Org No. 1104 Agency No. 01

Action Requested: CREATE one (1) Board of Supervisors Assistant - General Secretary (J993) part time position (24/40).

Proposed Effective Date: 2/1/2009

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	$27,086.00	Net County Cost	$27,086.00
Total this FY	$65,006.00	N.C.C. this FY	$65,006.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT CC FUTURES FUND

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

_____
(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.
☒ 2/1/2009(Date)

_____ _____
(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE _____

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

_____
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

REQUEST FOR PROJECT POSITIONS

Department _____ Date 2/26/2015 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

POSITION ADJUSTMENT REQUEST

NO. _____
DATE 2/26/2015

Department Board of Supervisors - District IV

Department No./
Budget Unit No. 0001 Org No. 1104 Agency No. 01

Action Requested: INCREASE hours for one (1) Board of Supervisors Assistant - Specialist (J994) position #12168 from part time (32/40) to full time (40/40)position (24/40).

Proposed Effective Date: 2/1/2009

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	$7,878.00	Net County Cost	$7,878.00
Total this FY	$18,907.00	N.C.C. this FY	$18,907.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Within Department Budget

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

_____
(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.
☒ 2/1/2009(Date)

_____ _____
(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE _____

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

_____
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

REQUEST FOR PROJECT POSITIONS

Department _____ Date 2/26/2015 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: Ted Cwiek, Human Resources Director

Date: February 24, 2009

Subject: District V Position Adjustment

RECOMMENDATION(S):
INCREASE the hours of one (1) Board of Supervisors Assistant - Specialist (J994) position #11444 from part time (20/40) to full time (40/40).

FISCAL IMPACT:
100% Keller Canyon Mitigation Funds

BACKGROUND:
On November 19, 1996, the Board of Supervisors approved a recommendation of the Finance Committee to implements a Pilot Code Enforcement Program in District IV. Usuing Keller Canyon Mitigation Funds, District IV has a 0.50 FTE dedicated to this program.

This recommended action is to increase the the FTE from 0.50 to 1.0.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

NO: Gayle B. Uilkema, District II Supervisor

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Gladys Scott-Reid

cc:

ATTACHMENTS

Adler P300

POSITION ADJUSTMENT REQUEST

NO. _____
DATE 2/26/2015

Department Board of Supervisors - District V

Department No./
Budget Unit No. 0001 Org No. 1105 Agency No. 01

Action Requested: INCREASE hours for one (1) Board of Supervisors Assistant - Specialist (J994) position #11444 from part time (20/40) to full time (40/40).

Proposed Effective Date: 2/1/2009

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	$24,382.00	Net County Cost	$0.00
Total this FY	$48,763.00	N.C.C. this FY	$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Kelley Canyon Mitigation Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

_____
(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.
☒ 2/1/2009(Date)

_____ _____
(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE _____

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

_____
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

REQUEST FOR PROJECT POSITIONS

Department _____ Date 2/26/2015 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

POSITION ADJUSTMENT REQUEST

NO. _____
DATE 2/27/2009

Department Board of Supervisors - District V

Department No./
Budget Unit No. 0001 Org No. 1105 Agency No. 01

Action Requested: INCREASE hours for one (1) Board of Supervisors Assistant - Specialist (J994) position #11444 from part time (20/40) to full time (40/40).

Proposed Effective Date: 2/1/2009

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 $24,382.00 Net County Cost $0.00

Total this FY $48,763.00 N.C.C. this FY $0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Kelley Canyon Mitigation Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

_____
(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.
☒ 2/1/2009(Date)

_____ _____
(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE _____

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

_____
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☒ DISAPPROVED ☐

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

DATE 2/24/2009

BY Celicia Nelson

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

REQUEST FOR PROJECT POSITIONS

Department _____ Date 2/27/2009 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: February 24, 2009

Subject: Adoption of Personnel Rules for IHSS Public Authority

RECOMMENDATION(S):
Acting as the Governing Body for the In-Home Supportive Services Public Authority (IHSS PA) ADOPT Resolution No. 2009/ which implements personnel rules to be used by the IHSS PA, as recommended by the County Administrator.

FISCAL IMPACT:
No fiscal impact from adopting of these rules.

BACKGROUND:
The In-Home Supportive Services Public Authority (IHSS PA) provides oversight of providers of services in the community, maintains a provider registry, enrolls providers into the payroll system, and provides other support services to the IHSS program. Historically, the employees of the IHSS Public Authority have been provided similar benefits as provided to employees of Contra Costa County. As a separate employer, the IHSS PA needs specific personnel rules in order to operate efficiently. These personnel rules are similar to the County's Personnel Managment Regulations (PMRs) which guides County employment. However, because the IHSS PA employees are not governed by the County PMR's, separate rules should be adopted by the Board acting as the Governing Body for the IHSS PA.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Dorothy Sansoe, 335-1009

cc: Human Resources, EHSD, County Administration

ATTACHMENTS

Resolution No.
2009/56

IHSS Personnel Rules

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES: Bonilla, Gioia, Uilkema, Piepho & Glover

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

Resolution No. 2009/56

Adopting Personnel Rules for the In-Home Supportive Services Public Authority

WHEREAS, the In-Home Supportive Services Public Authority (IHSS PA) has requested, and the County Administrator has recommended, that the Board of Supervisors, acting in their capacity as the IHSS PA governing body, adopt personnel rules governing the employees of the IHSS PA, and

WHEREAS, it is beneficial to the IHSS PA and its employees to have clear rules governing personnel issues, and

WHEREAS, County Counsel has prepared and recommends the attached rules,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors in its capacity as the Governing Board of the In-Home Supportive Services Public Authority, adopts the ***Personnel Rules of the In-Home Supportive Services Public Authority*** (attached).

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Dorothy Sansoe, 335-1009

cc: Human Resources, EHSD, County Administration

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2009/56

Adopting Personnel Rules for the In-Home Supportive Services Public Authority

WHEREAS, the In-Home Supportive Services Public Authority (IHSS PA) has requested, and the County Administrator has recommended, that the Board of Supervisors, acting in their capacity as the IHSS PA governing body, adopt personnel rules governing the employees of the IHSS PA, and

WHEREAS, it is beneficial to the IHSS PA and its employees to have clear rules governing personnel issues, and

WHEREAS, County Counsel has prepared and recommends the attached rules,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors in its capacity as the Governing Board of the In-Home Supportive Services Public Authority, adopts the ***Personnel Rules of the In-Home Supportive Services Public Authority*** (attached).

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Dorothy Sansoe, 335-1009

cc: Human Resources, EHSD, County Administration

PERSONNEL RULES
OF THE
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

I. COVERAGE OF THE PERSONNEL RULES

1.1 The following Personnel Rules of the In-Home Supportive Services Public Authority ("IHSS PA") apply to all IHSS PA employees. Any of these Personnel Rules may be suspended, deleted, or modified as deemed necessary by the IHSS PA Governing Board.

1.2 The IHSS PA is a public entity separate from the County of Contra Costa, and therefore IHSS PA employees are not County employees for any purpose and are not governed by any County personnel rules or regulations, except as otherwise specifically provided.

1.3 These Personnel Rules do not apply to IHSS Individual Providers.

II. EMPLOYEES

2.1 At-Will Employment Policy. Employment with the IHSS PA is at-will. IHSS PA employees are at-will employees. Employees can terminate their employment at any time, and the IHSS PA can terminate an employee's employment at any time, with or without cause and with or without notice. Any prior agreements or understandings are superceded by this policy. The at-will nature of any employee's employment cannot be changed without the express written consent of the IHSS PA Governing Board. Only the IHSS PA's Governing Board can change the at-will nature of the Executive Director's employment.

2.2 Employee Evaluations. Employees will be evaluated by the Executive Director or designee annually. The Executive Director or designee will review each evaluation with the subject employee. Employees will be entitled to a copy of the evaluation.

The Executive Director's performance will be evaluated annually by the Contra Costa County Employment and Human Services Department's Aging and Adult Services Director or designee.

III. WORK SCHEDULE AND WORK WEEK

3.1 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.

3.2 Flexible Work Schedule: A flexible work schedule is when the employee is regularly scheduled to work other than eight (8) hours per day between Monday and Friday, inclusive.

3.3. 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.

3.4 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 work week. 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 eight (8) hour day.

3.5 Work week for Employees on Regular, Flexible, and 4/10 Work Schedules: For employees on regular, flexible, and 4/10 work schedules, the work week begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

3.6 Work week for Employees on 9/80 Work Schedule: The 9/80 work week 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 work week is four (4) hours and one (1) minute after the start time of the eight (8) hour work day. The end time of the work week is four (4) hours after the eight (8) hour work day start time. The result is a work week that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours).

IV. 4.1 Holidays: The IHSS PA will observe the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

4.2 Employees on regular, flexible, 9/80, and 4/10 schedules are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the IHSS PA. Any holiday observed by the IHSS PA 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.

4.3 Holidays - Flexible, 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, 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.

4.4 Holidays - Part-Time Employees: Part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part time employee's weekly schedule bears to forty (40) hours.

V. VACATION POLICY

5.1 The use of vacation leave is governed by these Personnel Rules and the policies of the Executive Director.

5.2 Employees will not be able to use accrued vacation time during the first six months of employment.

5.3 The timing of vacations will be subject to the approval of the Executive Director, depending on the needs of the IHSS PA.

VI. SICK LEAVE POLICY

6.1 The primary purpose of paid sick leave is to help employees protect against loss of pay for temporary absences from work due to illness or injury. It may only be used as authorized, and is not intended for paid time off that employees may primarily use for personal activities.

6.2 Accumulated sick leave may be used, subject to the Executive Director's approval, by an employee in pay status, but only in the following instances:

a. When the employee is off work because of a temporary illness or injury.

b. When the employee receives medical or dental care or consultation.

c. When the employee attends to a member of his or her immediate family who is ill or injured.

d. When the employee attends a funeral or memorial service for a member of

his or her immediate family. Use of sick leave for this purpose may not exceed three working days, plus up to two (2) additional work days for necessary travel.

e. When the employee attends to the birth of a child or the arrival of an adopted child.

For purposes of this section, immediate family means 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, domestic partner of an employee, 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.

6.3 Employees have the following responsibilities in the administration of sick leave:

a. The employee must notify the Executive Director or the employee's direct supervisor of an absence before the start of the work day or as soon thereafter as possible.

b. The employee must keep the Executive Director or the employee's direct supervisor informed on a continuing basis of the probable date of return to work.

c. The employee must complete and sign a form prescribed by the IHSS PA that states the dates and hours of absence and the reason for the absence.

The use of sick leave may be denied if the employee does not carry out these responsibilities.

6.4 The IHSS PA may make reasonable inquiries about employee absences. The IHSS PA may require written verification from a physician for employee absences of three (3) or more working days. With cause, the IHSS PA may require written verification from a physician for employee absences of one (1) or more working days.

XII. LEAVES OF ABSENCE

7.1 Except as required by law, employees are not entitled to leaves of absence.

7.2 To request a leave of absence without pay, an employee must submit a written request to the Executive Director stating the reasons for the request, the date when it is desired to begin the leave, and the probable date of return to work.

Contra Costa County

To: Board of Supervisors

From: Library

Date: February 24, 2009

Subject: P-300 20656

RECOMMENDATION(S):
Adopt Position Adjustment Resolution Number 20656, to cancel one permanent part-time (20/40) Librarian position #6224 (represented) and increase the hours of Librarian position # 12931 from 20/40 to 40/40 (represented) in the Library.

FISCAL IMPACT:
Upon approval, this action will result in an annual cost savings of $18,486.

BACKGROUND:
The Library is restructuring its operations to effectively administer its new strategic plan. This action will allow the library to implement its goal of centralized selection, reducing the time spent by community library staff on collection development and redirecting their time towards direct public service and community outreach.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: 335-1715

cc:

ATTACHMENTS

P 300 20656

P300 with Clerk's correction to effective date

CONTRA COSTA COUNTY
RECEIVED
DEC 9 2008
COUNTY ADMINISTRATOR

POSITION ADJUSTMENT REQUEST

NO. 20656
DATE 1/06/2009

Department County Library
Department No./ Budget Unit No. 0620/0621 Org No. 3721/3796 COPERS Agency No. 85

Action Requested: CANCEL Position number 6224 in Budget Unit 0621/Org 3796 and INCREASE Position number 12931 in Budget Unit 0620/Org 3721 from 20/40 Librarian to 40/40 Librarian

Proposed Effective Date: January 2, 2009

Classification Questionnaire attached: Yes ☐ No ☒/Cost is within Department's budget: Yes ☒ No ☐
Total One-Time Costs (non-salary) associated with request: $0
Estimated total cost adjustment (salary/benefits/one time:

Total annual cost	$(18,486)	Net County Cost	$-0-
Total this FY	$(9,243)	N.C.C. this FY	$-0-

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN SERVICES DEPARTMENT

Deputy County Administrator 12/5/08 Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATION DATE 2/12/09

CANCEL- One (1) Permanent Part-time 20/40 Librarian position #6224 represented and increase the hours of Librarian position # 12931 represented from 20/40 to 40/40 as recommended by the Assistant County Administrator-Human Resources Director.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic/Exempt salary schedule

Effective: ☐ Day following Board Action
☒ 1/2/09 (Date)

(for) Director of Human Resources

COUNTY ADMINISTRATOR RECOMMENDATION DATE: 2/13/09

☑ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other:

(for) County Administrator

BOARD OF SUPERVISORS ACTION
Adjustment APPROVED ☐ DISAPPROVED ☐
DATE:

David Twa, Clerk of the Board of Supervisors and County Administrator
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:

08 DEC -9 PM 4:01
CONTRA COSTA COUNTY

O:\PERSONNEL\P-300\P-300 1-02-09 cancel librarian.doc

CONTRA COSTA COUNTY
RECEIVED
DEC 9 2008
COUNTY ADMINISTRATOR

POSITION ADJUSTMENT REQUEST

NO. 20656
DATE 1/06/2009

Department County Library
Department No./ Budget Unit No. 0620/0621 Org No. 3721/3796 Agency No. 85 COPERS

Action Requested: CANCEL Position number 6224 in Budget Unit 0621/Org 3796 and INCREASE Position number 12931 in Budget Unit 0620/Org 3721 from 20/40 Librarian to 40/40 Librarian

Proposed Effective Date: January 2, 2009

Classification Questionnaire attached: Yes ☐ No ☒/Cost is within Department's budget: Yes ☒ No ☐
Total One-Time Costs (non-salary) associated with request: $0
Estimated total cost adjustment (salary/benefits/one time:

Total annual cost	$(18,486)	Net County Cost	$-0-
Total this FY	$(9,243)	N.C.C. this FY	$-0-

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN SERVICES DEPARTMENT
Deputy County Administrator 12/5/08 Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATION DATE 2/12/09

CANCEL- One (1) Permanent Part-time 20/40 Librarian position #6224 represented and increase the hours of Librarian position # 12931 represented from 20/40 to 40/40 as recommended by the Assistant County Administrator-Human Resources Director.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic/Exempt salary schedule

Effective: ☐ Day following Board Action
☒ 1/2/09 (Date)

(for) Director of Human Resources

COUNTY ADMINISTRATOR RECOMMENDATION DATE: 2/13/09
☑ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other:

(for) County Administrator

BOARD OF SUPERVISORS ACTION
Adjustment APPROVED ☒ DISAPPROVED ☐
DATE: February 24, 2009

David Twa, Clerk of the Board of Supervisors and County Administrator
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:

08 DEC -9 PM 4:01
CONTRA COSTA COUNTY
COPERS DIV.

O:\PERSONNEL\P-300\P-300 1-02-09 cancel librarian.doc

Contra Costa County

To: Board of Supervisors

From: Ted Cwiek, Human Resources Director

Date: February 24, 2009

Subject: Compensation and Benefits Authorized for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented Employees

RECOMMENDATION(S):
Adopt attached Resolution No. 2009/26 superseding Resolution No. 2008/715 regarding Compensation and Benefits for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented Employees for the period October 1, 2008 to September 30, 2009 and until further notice.

FISCAL IMPACT:
Costs associated with changes will be included in department budgets.

BACKGROUND:
Effective upon adoption, this Resolution supersedes and replaces Resolution No. 2008/715 which was adopted on 11/28/2008. It includes the following changes and additions:

1. Former Section 23.1 Executive Advanced Notice Differential has been deleted.
2. Definitions in Section 1.11 have been added and others have been modified.
3. Renumbering corrections have been made throughout the document.
4.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact:

cc: Human Resources Department, Human Resources Department, County Administrator, County Counsel, Auditor-Controller, Contra Costa County Employees' Retirement Association

BACKGROUND: (CONT'D)

A new subsection (e). was added to Section 2.13.

- Section 2.12 (d) has been deleted. Subsections (a) and (c) of Section 2.13 and Section 2.23 have been modified. These changes revise the new health care tier for all unrepresented employees and officials hired, appointed, or elected after December 31, 2008, who do not receive their health care coverage through CalPERS. During employment, these officials and employees will have the same access to county health plans and monthly premium subsidies as similarly situated officials and employees hired on or before December 31, 2008. Separate rate pools are established for these employees and officials during employment and as retirees. Upon retirement, employees and officials with fifteen years of County service will have access to County health plans, but no County premium subsidy will be paid for any health or dental plans. Retirees and eligible family members may participate at their own expense. Corresponding modifications have been made to the new dental care tier for all unrepresented safety employees and safety officials hired, appointed, or elected after December 31, 2008, who receive health care coverage through CalPERS.
- The classifications of Director, Inpatient Nursing Operations and Chief of Detention Health Nursing Services have been added to Section 51.

ATTACHMENTS

Management Resolution

Signed Resolution

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Order on _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SUBJECT: Compensation and Benefits Authorized for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented Employees for the Period October 1, 2008 to September 30, 2009 and Until Further Order	)	**Resolution No. 2009/26**

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

Effective upon adoption and continuing to September 30, 2009, and until further order of the Board, the Board adopts the following 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), Section 3 of Resolution No. 2002/615, and Resolution No. 2006/609, this Resolution supercedes all previous resolutions providing compensation and benefits for the employees listed herein, including but not limited to Resolution No. 2008/715.

Unless expressly provided otherwise, this Resolution is subject to the provisions of Resolutions providing general and pay equity salary adjustments; Administrative Bulletins; the 1937 County Employees Retirement Act; the County Salary Regulations; and the County Personnel Management Regulations. This Resolution does not authorize compensation and benefits for any employees of the Contra Costa Superior Court or for any management employee who is represented by an employee organization with a Memorandum of Understanding.

Management and Unrepresented employees include employees in Classified, Project and Exempt classifications. This Resolution is organized to distinguish (i) those general County benefits provided to all Managers, Exempt and Unrepresented employees; (ii) those benefits provided exclusively to Management and Exempt employees; (iii) those benefits provided to Elected and Appointed Department Heads; and (iv) those benefits that are provided specifically to Managers and Unrepresented employees within selected departments or 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.

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, excepting 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 MANAGEMENT EMPLOYEES BY DEPARTMENT OR CLASS** are provided as indicated in each section.

V. **CHIEF ASSISTANT CLASSES** 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**.

Orig Dept.: Human Resources Department - Ted Cwiek (335-1766)
cc: County Administrator - Lisa Driscoll
County Counsel - Vickie L. Dawes
Auditor–Controller - Elizabeth Verigin
Contra Costa County Employees' Retirement Association

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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.

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 when the employee is regularly scheduled to work other than eight (8) hours per day between Monday and Friday, inclusive.

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.

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.

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. 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: Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

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 Holidays - Part-Time Employees: Permanent, part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part time employee's weekly schedule bears to forty (40) hours.

1.15 No Overtime Pay, Holiday Pay, or Comp Time: Unrepresented, management, and exempt employees are not entitled to receive 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).

1.16 Personal Holiday Credit: Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, employees are paid for any unused personal holiday credit hours at the employee's then current rate of pay, up to a maximum of forty (40) hours.

1.17 Vacation: Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

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

Effective on November 1, 2007 and for purposes of this section only, employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and are thereafter rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), "length of service" includes all service time with Contra Costa County and all service time with the Superior Court. However, this benefit is only applicable prospectively from the date the employee is rehired by Contra Costa County.

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. 411.7 (Sick Leave Policy) adopted on October 17, 1997, 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 shall not be entitled to Family Care or Medical Leave on a calendar year basis. Instead, such employees shall be entitled to at least eighteen (18) weeks of leave in a "rolling" twelve (12) month period, which shall be measured backward from the date the employee uses FMLA leave.

1.21 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Personnel Management Regulations, as amended, relating to use of accruals while on leave without pay, apply to all employees covered by this Resolution.

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 all 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 "County Health and Dental Plan Contribution Rates," Section 2.13 "Retirement Coverage," Section 2.14 "Calculation of Premiums," Section 2.15 "Layoff and Other Loss of Coverage," Section 2.16 "Health Plan Coverages and Provisions," and Section 2.17 "Family Member Eligibility."

b. Employees in classifications who receive health care coverage from CalPERS: The following Sections apply to all employees in the classifications listed in Exhibit F: Section 2.18 "CalPERS Controls," Section 2.19 "Contra Costa Health Plan (CCHP)," Section 2.20 "CalPERS Health Plan Monthly Premium Subsidy," Section 2.21 "CalPERS Retirement Coverage," Section 2.22 "CalPERS Premium Payments," and Section 2.23 "Dental Plan - CalPERS Participants."

c. General provisions: The following Sections apply to all employees in all the classifications covered by this Resolution: 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," and Section 2.31 "Prevailing Section."

2.A. Employees In Classifications Who Receive Health Care Coverage From County Plans

2.11 Health Plan Coverages: Effective on January 1, 2000, 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 Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

a. Contra Costa Health Plans (CCHP), Plan A
b. Contra Costa Health Plans (CCHP), Plan B
c. Kaiser Permanente Health Plan
d. Health Net HMO
e. Health Net PPO
f. Delta Dental
g. PMI Delta Care Dental

2.12 County Health and Dental Plan Contribution Rates:

a. Through December 31, 2009, the County will pay the following monthly premium subsidies for employees and their eligible family members for these health and dental plans:

1. Contra Costa County Health Plans, Plan A, ninety-eight percent (98%).
2. Contra Costa County Health Plans, Plan B, ninety percent (90%).
3. Kaiser Permanente Health Plan, eighty percent (80%).
4. Health Net HMO, eighty percent (80%).
5. Health Net PPO, sixty-six and 27/100 percent (66.27%), provided that the County will pay only fifty percent (50%) of any premium increase in calendar year 2009.
6. Delta Dental and PMI Delta Care Dental when combined with Contra Costa County Health Plans, Plan A or Plan B, ninety-eight percent (98%).
7. Delta Dental when combined with Kaiser Permanente Health Plan, Health Net HMO or Health Net PPO, seventy-eight percent (78%).
8. PMI Delta Care Dental when combined with Kaiser Permanente Health Plan, Health Net HMO, or Health Net PPO, seventy-eight percent (78%).
9. Delta Dental or PMI Delta Care Dental for employees who do not receive any health care coverage from the County (or from CalPERS), one hundred percent (100%) less one cent ($.01).

b. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for each health and dental plan listed above that is equal to the actual dollar premium subsidy that is paid by the County for calendar year 2009. The amount of the County subsidy that is paid for employees and eligible family members will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health or dental plan. If the County contracts with a health 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 health or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

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(a) for eligible retirees and their eligible family members until December 31, 2009. Beginning on January 1, 2010, the County will pay the same monthly premium subsidies for eligible retirees and their eligible family members as set forth in Section 2.12(b).

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 any county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the chosen health 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:

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 Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage and County subvention to which similarly situated retirees who did not defer retirement are entitled.

5. Deferred retirees may elect continued health benefits hereunder after retirement and may elect not to maintain participation in their County health and/or dental plan during their deferred retirement period, in which case they and their eligible family members will qualify for the same coverage and County subvention in any County health and/or dental plan when they begin to receive retirement benefits as similarly situated retirees who did not defer retirement are entitled, provided such reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for health/dental plans as active/retired employees.

8. This subpart b "Employees Who File for Deferred Retirement" does not apply to any employee in any classification listed in Exhibit F.

c. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (a) and (b), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Resolution.

d. Subject to the provisions of Section 2.13 subparts (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 Calculation of Premiums:

a. For employees and retirees (and their eligible family members) who are hired by the County prior to January 1, 2009, the monthly premium cost for each health and dental plan will be determined by combining the actual premium cost for employees (and eligible family members) and the actual premium cost for retirees (and eligible family members). This will establish a single premium for each health and dental plan without separating employees from retirees.

b. For employees and retirees (and their eligible family members) who are hired by the County on or after January 1, 2009, the monthly premium cost for each health and dental plan will be determined by separating the actual premium cost for employees (and eligible family members) from the actual premium cost for retirees (and eligible family members). This will establish separate premiums for each health and dental plan for these employees and retirees.

2.15 Layoff and Other Loss of Coverage:

a. If a husband and wife both work for the County and one (1) of them 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.

2.16 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: Permanent part-time employees working nineteen (19) hours per week or less and permanent-intermittent employees may participate in the County Health or Dental plans (with the associated life insurance benefit) at the employee's full expense.

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 are 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.

2.17 Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a medical or dental plan Subscriber:

a. The Subscriber's Legal Spouse.

b. The Subscriber's Qualified Domestic Partner.

c. Children of the Subscriber, the Subscriber's spouse, or the Subscriber's Qualified Domestic Partner who are unmarried and are:

1. Under 19 years of age.

2. Age 19 and over, who are dependent qualifying children as defined by the Internal Revenue Service in Publication 501.

3. Age 19 and over, disabled and incapable of sustaining employment due to a physical or metal disability that existed prior to the child's attainment of

age 19, and who are qualifying dependent children as defined by the Internal Revenue Service in Publication 501.

4. Children who qualify as "dependent children" include natural children, step-children, adopted children, and any children specified in a Qualified Medical Support Order or similar court order.

2.B. Employees In Classifications Who Receive Health Care Coverage From CalPERS

2.18 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 health plan issues for employees who receive health care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.

2.19 Contra Costa Health Plan (CCHP): Because CCHP has met the minimum standards requred 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.

2.20 CalPERS Health Plan Monthly Premium Subsidy: The County's subsidy to the CalPERS monthly health plan premiums are as provided below. The employee must pay any CalPERS health plan premium costs that are greater than the County's subsidies identified below.

a. County Premium Subsidy Through December 31, 2009. Through December 31, 2009, the County will pay a monthly premium subsidy for the CalPERS health plan chosen by the employee in an amount not to exceed eighty-seven percent (87%) of the PERS Bay Area/Sacramento Kaiser premium at each level (employee only, employee + one, employee + two or more).

b. County Premium Subsidy On and After January 1, 2010. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for each CalPERS health plan chosen by the employee that is equal to the actual dollar monthly premium subsidy that was paid by the County for calendar year 2009 for that plan, or the CalPERS statutory minimum employer monthly premium subsidy, whichever amount is greater. In no event will the subsidy paid by the County be more than 100% of the premium cost. The amount of the County subsidy that is paid for employees and eligible family members will thereafter be a set dollar amount and will not be a percentage of the CalPERS Bay Area/Sacramento Kaiser premium. If CalPERS changes the plans it offers, then the County's premium subsidy for the new plan(s) will not exceed the actual dollar equivalent of eight-seven percent (87%) of the PERS Bay Area/Kaiser premium at each level (employee only, employee + one, employee + two or more) as of December 31, 2009.

2.21 CalPERS Retirement Coverage: Government Code section 22892 applies to all employees in those classifications listed in Exhibit F.

2.22 CalPERS Premium Payments: Employee participation in any CalPERS health 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.

2.23 Dental Plan - CalPERS Participants:

a. Employees in the classifications listed in Exhibit F 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 Premium Subsidy:

1. Through December 31, 2009, the County's monthly premium subsidies for dental plan premiums are as set forth below. The employee will pay any dental plan premium costs that are greater than the County's premium subsidies set forth below.

i. Dental with Health Plan: The County premium subsidy for those enrolled in a CalPERS Plan, other than the CCHP alternative, will be seventy-eight percent (78%) of the monthly dental plan premium. The County premium subsidy for those enrolled in the CalPERS Plan CCHP alternative will be ninety-eight percent (98%) of the monthly dental plan premium.

ii. Dental only: Employees who elect dental coverage and who receive no health coverage from the County, including from CalPERS, will pay one cent ($.01) per month for dental only coverage.

2. The provisions of Section 2.12, subparts (b) and (c), relating to the County subsidies for dental coverage, apply on and after January 1, 2009.

c. As to dental coverage only, the following Sections apply to all classifications listed in Exhibit F: Section 2.13 "Retirement Coverage," Section 2.14 "Calculation of Premiums," Section 2.15 "Layoff and Other Loss of Coverage," Section 2.16 "Health Plan Coverages and Provisions," and Section 2.17 "Family Member Eligibility Criteria."

2.C. All Employees

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 as necessary to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.

c. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and will be treated as regular sick leave accruals.

d. To receive credits under this plan, an employee must have permanent status, have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence, and have medical verification of need.

e. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, personal holiday, compensatory time or holiday compensatory time accounts.

Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

f. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

g. Each recipient is limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor is limited to one hundred twenty (120) hours per calendar year.

h. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

i. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee may limit benefits in accordance with available contributions and choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee has fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

j. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

2.27 Health Care Spending Account: After six (6) months of permanent employment, 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 five thousand dollars ($5,000) 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.

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 offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars ($5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

2.30 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.

2.31 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.

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. **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.

5. **Retirement Contribution:** Pursuant to Government Code Section 31581.1, the County will pay fifty percent (50%) of the retirement contributions normally required of members. Employees are responsible for payment of the employee's contribution for the retirement cost-of-living program as determined by the Board of Retirement of Contra Costa County Employees' Retirement Association without the County paying any part of the employee's share. The County will continue to pay the employer's share of the retirement cost-of-living program contribution.

6. **414H2 Participation:** The County will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the County Auditor–Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as is required by statute.

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 during calendar year 2007, employees will receive eighty percent (80%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. For all accepted workers' compensation claims filed with the County on or after January 1, 2008, employees will receive eighty 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 in unrepresented, management, and exempt classifications are overtime exempt and are not eligible for overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Instead, these employees are awarded Annual Management Administrative Leave in recognition of the extra burden their job responsibilities may sometimes place on their work schedules. However, unrepresented, management, and exempt employees may be made eligible for 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 overtime pay, only. These employees are NOT eligible for holiday pay, overtime compensatory time, or holiday compensatory time. Employees on the Overtime Exempt Exclusion List are also 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 the County

Administrator's memo of November 6, 2002, as may be amended.

Employees may be approved for placement on the Overtime Exempt Exclusion List if and when they are assigned to a special or temporary project or task that requires persistent, excess work hours, without relief from their regular job duties. Overtime pay will not be authorized as a means to address normal staffing or operational issues.

11.11 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 work exceeding eight (8) hours in a day or forty (40) hours in a week.

11.12 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.

11.13 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.

11.14 Deep Classes: No provision of this Resolution regarding terms and conditions of employment supersedes any provision of any Deep Class Resolution.

11.15 Administrative Provisions: The County Administrator may establish guidelines, bulletins or directives as necessary to further define or implement the provisions of this resolution.

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. In lieu of subsection a, employees in positions ineligible to receive vacation or sick leave accruals or to convert a portion of those accruals to cash under the terms of this Resolution are eligible to receive 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 employee qualifies for the ten (10) year service award.

c. This section does not apply to employees who are eligible to receive the Nurse Manager Longevity Differentials set forth in Section 51.

d. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who were receiving this benefit as of March 31, 2007.

e. 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. In lieu of subsection a, employees in positions ineligible to receive vacation or sick leave accruals or to convert a portion of those accruals to cash under the

terms of this Resolution are eligible to receive an additional two and one-half percent (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 employee qualifies for the fifteen (15) year service award. For employees who completed fifteen years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.

c. This section does not apply to employees who are eligible to receive the District Attorney Inspectors Longevity Differential set forth in Section 38, the Nurse Manager Longevity Differentials set forth in Section 51, or the Sheriff Law Enforcement Longevity Differential set forth in Section 63.

d. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who were receiving this benefit as of March 31, 2007.

e. 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 Incentive:** The County will contribute eighty-five dollars ($85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan as indicated below.

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

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty-five dollar ($85) Deferred Compensation Incentive. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions

either because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

14. Annual Management Administrative Leave:

A. On January 1st of each year, full-time unrepresented, management, and exempt employees in paid status will be credited with seventy (70) hours of paid Management Administrative Leave. This 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 34.)

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:

A. Employees may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.

B. 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.

17. **Professional Development Reimbursement:** Employees (excluding Department Heads, their Chief Assistant(s), Engineering Managers, and all Attorney classes) are eligible for reimbursement of up to six hundred twenty-five dollars ($625) for each two (2) year period beginning on January 1, 1999, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

    Each professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be answered by the Office of the County Administrator.

18. **Sick Leave Incentive Plan:** Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is subject to the following conditions:

    A. The employee must have resigned in good standing.

    B. Payout is not available if the employee is eligible to retire.

    C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.

    D. Payout is by the following schedule:

Years of Payment Continuous Service	Payment of Unused Sick Leave Payable
3 – 5 years	30%
5 – 7 years	40%
7 plus years	50%

E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.

F. It is the intent of the Board of Supervisors that payments made pursuant to this section are in lieu of County retirement benefits resulting from employment by this County or by Districts governed by this Board.

19. **Video Display Terminal (VDT) 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 VDT eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic VDT eye wear consisting of a ten dollar ($10) 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:** Except as provided in Subsection D, the County Administrator and the following appointed Department Heads and elected Department Heads are eligible to receive a monthly 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 the automobile allowance means that the recipients must furnish a private automobile for County business. Allowance is made as follows:

A. County Administrator = $600 per month

B. Elected Department Heads = $600 per month

Assessor	District Attorney
Auditor–Controller	
Clerk–Recorder	Treasurer–Tax Collector

C. Appointed Department Heads = $600 per month

Agricultural Commissioner/Director of Weights and Measures
Chief Assistant County Administrator
County Counsel
County Librarian
County Probation Officer
County Veteran's Service Officer
County Welfare Director
Director of Animal Services
Director of Child Support Services
Director of Conservation and Development
Director of General Services
Director of Health Services
Director of Human Resources
Director of Information Technology
LAFCO Director
Public Defender
Public Works Director
Retirement Administrator

D. Sheriff-Coroner = $500 per month, plus mileage for miles driven inside and outside of Contra Costa County.

E. If use of a County vehicle is temporarily required as a result of an emergency such as an accident or mechanical failure to the recipient's personal automobile, with the approval of the General Services Department, a County vehicle may be utilized. The General Services Department will charge the recipient's department for the cost of the County vehicle usage consistent with County Policy.

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 2.12.

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, I-phones, 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 Librarian, County Probation Officer, County Veteran's Services Officer, County Welfare Director, Director of Animal Services, Director of Child Support Services, Director of Conservation and Development, Director of General Services, Director of Health Services, Director of Human Resources, Director of Information Technology, Public Defender, Public Works Director, and Retirement Administrator.

25. **Elected Department Heads:** The Elected Department Heads are the Assessor, Auditor–Controller, Clerk–Recorder, District Attorney–Public Administrator, Sheriff–Coroner, and Treasurer–Tax Collector.

26. **Elected Department Head 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:

    A. The benefits provided under Part I, Sections 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.19, 2.20, 2.21, 5, 6, 7, 8, 10, and 11.12.

    B. The benefits provided under Part II, Sections 12, 13, and 20.

    C. 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.

    D. The benefits provided under Part III, Sections 21, 22, and 23.

IV. SPECIAL BENEFITS FOR MANAGEMENT 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. **Agriculture Department Differential:** The classes of Deputy Sealer Weights/Measure (BWHA) and Deputy Agricultural Commissioner (BAHA) will receive a differential of three and one-half percent (3.5%) of base monthly salary for possession of either a valid Commissioner License or a valid Sealer of Weights and Measures License.

29. **Angiogram Differential:** Employees in the classes of Diagnostic Imaging Manager (V8HB) and Assistant Diagnostic Imaging Manager (V8HC) when performing an angiogram other than on day shift, Monday through Friday, will be additionally compensated at a flat rate of five hundred dollars ($500) per procedure.

30. **Animal Services Search Warrant:** Employees in the Management classes of Deputy Director of Animal Services (BJDF) and Animal Services Lieutenant (BJHB) will be compensated for time spent in assisting law enforcement agencies in the serving of search warrants. The amount of special compensation per incident is one hundred dollars ($100) and it will continue to be equal to that paid to Animal Services Officers for performing this duty. Only employees involved in actual entry team activities will be so compensated. The department continues to retain the sole right to select and assign personnel to such search warrant duty.

31. **Animal Services Uniform Allowance:** The uniform allowance for employees in the Management classifications of Animal Services Lieutenant (BJHB) and Deputy Director of Animal Services (BJDF) is eight hundred dollars ($800) effective July 1, 2001, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. Any other increase in the Uniform Allowance, which may be granted to Animal Services Officers while this Resolution is in effect, is granted to the Animal Services Management classes.

32. **Attorney State Bar Dues:** The County will reimburse employees in the classes listed in Section 33 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.

33. **Attorney Management Administrative Leave:**

A. On January 1st of each year, full time unrepresented, management, and exempt attorneys in paid status in the Offices of the District Attorney, County Counsel, Public Defender, Child Support Services, and the Contra Costa County Employees' Retirement Association, excluding fixed-term and contract attorneys, will be credited with eighty (80) 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 eighty (80) hours of Management Administrative Leave on the first succeeding January 1st and annually thereafter. Attorneys appointed on or after July 1st are eligible for sixty (60) hours of Management Administrative Leave on the first succeeding January 1st and are eligible for eighty (80) 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 pro rated 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.

34. **Attorney Professional Development Reimbursement:** The County will reimburse employees in the below-listed Management attorney classifications 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).

The eligible classes are as follows:

Assistant County Counsel
Assistant County Counsel-Exempt
Assistant Public Defender
Assistant Public Defender-Exempt
Asst. Chief Deputy District Atty-Exempt
Chief Deputy District Attorney-Exempt
Chief Asst. County Counsel-Exempt
Chief Asst. Public Defender- Exempt
Civil Litigation Attorney-Deep Class
County Counsel
Deputy County Counsel-Deep Class
District Attorney-Public Administrator
Senior Financial Counsel - Exempt
Chief Trial Deputy Public Defender
Public Defender
Senior Deputy District Attorney-Exempt
Supervising Attorney - Child Support Services
Attorney - Advanced Child Support Services
Attorney - Basic Child Support Services
Attorney - Entry Child Support Services
Retirement General Counsel-Exempt

35. **Assessor Education Differential:** Employees in the Management classes of Principal Appraiser (DADC), Supervising Appraiser (DAHC), Supervising Auditor-Appraiser (DRNA), Assistant County Assessor (DABA) and Assistant County Assessor-Exempt (DAB1) is 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.

36. **Assessor Mileage Reimbursement:** Effective October 1, 1999, in lieu of additional mileage reimbursement, the salaries of the Supervising Appraiser (DAHC) and Supervising Auditor-Appraiser (DRNA) classifications are increased by one (1) level. Beginning January 1, 2000, mileage allowance for use of their personal vehicles on County business will be paid at the rate allowed by the Internal Revenue Service.

37. **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. 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.

38. **District Attorney Inspectors Longevity Differential:** Incumbents of the classes of District Attorney Chief of Inspectors–Exempt (6KD1), District Attorney Lieutenant of Inspectors (6KNB), and Lieutenant of Inspectors–Welfare Fraud (6KWG) are eligible for a differential of five percent (5%) of base monthly salary when the following conditions are satisfied: The employee has (1) four (4) years of experience as a peace officer with Contra Costa County; (2) fifteen (15) years of P.O.S.T. experience; and (3) has reached the age of thirty-five (35).

39. **District Attorney Inspector P.O.S.T.:** Incumbents of the classes of District Attorney Lieutenant of Inspectors (6KNB), 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 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 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 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 contining education is required in order to be entitled to any of the foregoing allowances.

40. District Attorney Investigator - Safety Employees Retirement Tier; Contribution Toward Cost of Enhanced Retirement Benefit :

40.10 Retirement Tier. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth in Subsection 40.12, below. 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) month salary average. Each employee will pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of these safety retirement benefits. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

40.11 Employees with more than 30 years of Service. Commencing on July 1, 2007, eligible employees in the classifications set forth in Subsection 41.12, 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 the safety retirement benefit.

40.12 Eligible Employees.
This section applies only to the following classifications:

District Attorney Chief of Inspectors-Exempt (6KD1)
District Attorney Lieutenant of Inspectors (6KNB)
Lieutenant of Inspectors-Welfare Fraud (6KWG)

41. Employment and Human Services Division Manager Differential: Employees in the classification of Employment and Human Services Division Manager (XADD) are eligible to receive a 5% salary differential for a special project assignment. The qualifying special project must involve executive leadership, management, oversight, and supervision of operational division managers. The employee must be assigned to the qualifying special project by the Director of Employment and Human Services and the Director must approve the differential. The duration of the differential may not exceed

twenty four (24) months, even if the special project assignment is longer. When approved, the differential will become effective on the first day of the following month. No more than two (2) employees may receive this differential at the same time, even though there may be more than two (2) special project assignments.

42. **Engineer Continuing Education Allowance:** Public Works employees in the classifications of Associate Civil Engineer (NKVC), Assistant County Surveyor (NSGA), Engineering Technician Supervisor–Construction (NSHE), Engineering Technician Supervisor–Land Surveyor (NSHD), Engineering Technician Supervisor–Materials Testing (NSHC), Deputy Public Works Director-Exempt (NAD0) Senior Civil Engineer (NKHA), Senior Traffic Engineer (NKHB), Senior Hydrologist (N9HC) and Supervising Civil Engineer (NKGA) 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.

43. **Engineer Professional Development Reimbursement:** Employees in the classification of 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 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.

44. **Engineer Structural Registration Differential:** Incumbents of the management classes of Structural Engineer-Building Inspection (NESB), Senior Structural Engineer-Building Inspection (NEVB), Supervising Structural Engineer-Building Inspection (FADB), and Principal Structural Engineer-Building Inspection (NCHA), employed in the County Building Inspection Department who possess a valid Certificate of Authority to use the title "Structural Engineer" issued by the California State Board of Registration for Professional Engineers, are entitled to receive a differential of five percent (5%) of the base monthly salary.

45. **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.

46. **Nursing Shift Coordinator, Staff Nurse-Per Diem, and Staff Advice Nurse-Per Diem Holiday Pay:** Permanent full time, permanent part-time and permanent-intermittent employees in the classification of Nursing Shift Coordinator (VWHH), who work on a holiday, are entitled to receive their choice of overtime pay or compensatory time credit for all hours worked, up to a maximum of eight (8) hours. Employees in the classifications of Nursing Shift Coordinator - Per Diem (VWHD), Staff Nurse - Per Diem (VWWA), and Staff Advice Nurse - Per Diem (VWXF), who work on a holiday, will be compensated at one and one-half (1.5) times the hourly rate for all hours worked, up to a maximum of eight (8) hours. This provision is effective on November 1, 2006.

47. **Staff Nurse-Per Diem and Staff Advice Nurse-Per Diem Overtime Pay:** Employees in the classifications of Staff Nurse-Per Diem and Staff Advice Nurse-Per Diem, who are unrepresented and paid on an hourly basis, will be compensated at the rate of one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized work in excess of eight (8) hours in a day.

48. **Staff Nurse-Per Diem Differentials:** Effective September 1, 2003, employees in the classification of Staff Nurse-Per Diem, who are unrepresented and paid on an hourly basis, are eligible for the following differentials under the stated circumstances:

A. Evening Shift. An employee who works an evening shift of four (4) hours or more between the hours of 5:00 p.m. and 11:00 p.m. will be paid a shift differential of twelve percent (12%) of the employee's base rate of pay.

B. Night Shift. An employee who works a night shift of four (4) hours or more between

the hours of 11:00 p.m. and 8:00 a.m. will be paid a shift differential of fifteen percent (15%) of the employee's base rate of pay.

C. Detention Facility Assignment. An employee who works in a County Detention Facility (including Martinez, West County, Marsh Creek, Byron Boys Ranch, and Juvenile Hall) will be paid a differential of ten percent (10%) of the employee's base rate of pay.

D. Emergency Department Differential. An employee who works in the Emergency Department of Contra Costa Regional Medical Center will be paid a differential of five percent (5%) of the employee's base rate of pay.

E. Code Gray/STAT Team Differential. An employee who is assigned by administration to respond to emergency Code Gray calls as a member of the STAT Team will be paid a differential of ten percent (10%) of the employee's base rate of pay.

49. Staff Advice Nurse-Per Diem Shift Differentials: Effective September 1, 2003, employees in the classification of Staff Advice Nurse-Per Diem, who are unrepresented and paid on an hourly basis, are eligible for the following differentials under the stated circumstances:

A. Evening Shift. An employee who works an evening shift of four (4) hours or more between the hours of 5:00 p.m. and 11:00 p.m. will be paid a shift differential of twelve percent (12%) of the employee's base rate of pay.

B. Night Shift. An employee who works a night shift of four (4) hours or more between the hours of 11:00 p.m. and 8:00 a.m. will be paid a shift differential of fifteen percent (15%) of the employee's base rate of pay.

50. Nursing Shift Coordinator Differentials: Effective September 1, 2003, employees in the classification of Nursing Shift Coordinator are eligible for the following differentials under the stated circumstances:

A. Evening Shift. An employee who works an evening shift of four (4) hours or more between the hours of 5:00 p.m. and 11:00 p.m. will be paid a shift differential of twelve percent (12%) of the employee's base rate of pay.

B. Night Shift. An employee who works a night shift of four (4) hours or more between the hours of 11:00 p.m. and 8:00 a.m. will be paid a shift differential of fifteen percent (15%) of the employee's base rate of pay.

C. Code Gray/STAT Team Differential. An employee who is assigned by administration to respond to emergency Code Gray calls as a member of the STAT Team will be paid a differential of ten percent (10%) of the employee's base rate of pay.

51. Nurse Manager Longevity Differentials. Employees in the classifications listed in subsection 51.14, below, are eligible for the following longevity differentials:

51.10 Seven Years of Service. Employees who have completed seven (7) years of

appointed 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 completes seven years of service. For employees who completed seven (7) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

51.11 Ten Years of Service. Employees who have completed ten (10) years of appointed 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 ten (10) year service award, for a total longevity differential of five percent (5%). For employees who completed ten (10) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

51.12 Fifteen Years of Service. Employees who have completed fifteen (15) years of appointed service for the County are eligible to receive a 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 a total longevity differential of seven and one-half percent (7.5%). For employees who completed fifteen (15) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

51.13 Twenty Years of Service. Employees who have completed twenty (20) years of appointed 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 completes twenty years of service, for a total longevity differential of ten percent (10%). For employees who completed twenty (20) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

51.14 Eligible Classes.

This section applies only to the following classifications:

Chief Nursing Officer-Exempt (VWD1)
Nursing Program Manager (VWHF)
Nursing Shift Coordinator (VWHH)
Director of Ambulatory Care Nursing Services (VWDC)
Ambulatory Care Clinical Supervisor (VWHJ)
Director, Inpatient Nursing Operations (VWDF)
Chief of Detention Health Nursing Services (VWDG)

52. **Environmental Analyst III, Planner III, and Environmental Planner Assignment Differential:** Incumbents in the classes of Environmental Analyst III (5RTA), Planner III (5ATA), and Environmental Planner (5ATC) may be given a five percent (5%) or ten percent (10%) base monthly salary differential at the discretion of the Department Head while engaged on special project assignments with major political and/or financial impact. Differentials become effective on the first of the month following the month approved, and terminate on the last day of the month in which the assignment is completed, unless terminated earlier by the Department Head. All differential assignments will be reviewed on July 1 of each year to determine what level of differential, if any, will continue to be paid.

53. **Podiatrists / Optometrists Unrepresented Status:** In addition to all general benefits afforded Unrepresented employees in Section I of this Resolution, the classes of Exempt Medical Staff Podiatrist (VPS2) and exempt Medical Staff Optometrist (VPS1) are also eligible for the following benefits:

Educational Leave. Each permanent full-time employee with at least one (1) year of service are entitled to five (5) days leave with pay each year to attend courses, institutions, workshops or classes which meet requirements for American Medical Association Category One Continuing Medical Education. Requests must be submitted for approval in advance to the Medical Director and Service Chief. Permanent part-time employees are entitled to educational leave under this section on a pro-rated basis.

Long-Term Disability Insurance: The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits.

Malpractice Coverage. The County will provide coverage under the Continuing Practice Physician's Insurance Plan.

Paid Personal Leave. Permanent full-time employees with three (3) years of service will be credited with five (5) days of non-accruable paid personal leave effective January 1 of each calendar year. Balances not used will be returned to zero (0) at the end of each year. Permanent part-time employees are entitled to paid personal leave under this section on a pro-rated basis.

54. **Probation - Safety Employees Retirement Tier; Contribution Toward Cost of Enhanced Retirement Benefit:**

54.10 Retirement Tier. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth in Subsection 54.11, below. 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) month salary average. Each employee will pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of these safety retirement benefits. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

54.11 Eligible Employees.
This section applies only to the following classifications:

Assistant Chief Public Service Officer (64BA)
Chief Deputy Probation Officer (7ADC)
County Probation Officer- Exempt (7AA1)
Institutional Supervisor II (7KGA)
Probation Manager (7AGB)

55. **Public Works Maintenance Managers Scheduled Day Off:** When a holiday falls on a Friday that is a regularly scheduled day off for Public Works field maintenance employees and those employees take the next Monday off as their regularly scheduled

day off pursuant to their Memorandum of Understanding, employees in the classifications of Public Works Maintenance Supervisor (PSHB), Public Works Assistant Field Operations Manager (PSGA), Public Works Resources Manager (PSSD), Vegetation Management Supervisor (GPHG), and Public Works Field Operations Manager (PSFB) who supervise, oversee, or support the field maintenance employees, must also take the next Monday off as their regularly scheduled day off, or they lose the day off.

56. **Public Works Emergency Work Differential:** Employees in the classifications of Public Works Maintenance Supervisor (PSHB), Public Works Assistant Field Operations Manager (PSGA), and Vegetation Management Supervisor (GPHG) who are required by the Public Works Director or his designee to work in response to an "emergency," will be compensated at the rate of one (1.00) times their base rate of pay (excluding differentials) for authorized work performed in excess of their regularly scheduled work day or work week.

57. **Public Works Seasonal Construction Differential:** Employees in the classifications of Public Works Maintenance Supervisor (PSHB), Public Works Assistant Field Operations Manager (PSGA), and Vegetation Management Supervisor (GPHG) who are scheduled by the Public Works Director or his designee to work during the "construction season," will be compensated at the rate of one (1.00) times their base rate of pay (excluding differentials) for all authorized work performed in excess of their regularly scheduled work day or work week.

58. **Public Works Maintenance Managers Education Allowance:** Employees in the classifications of Public Works Field Operations Manager (PSFB), Public Works Assistant Field Operations Manager (PSGA), Public Works Maintenance Supervisor (PSHB), Vegetation Management Supervisor (GPHG), and Public Works Resources Manager (PSSD) 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 sixty (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 of course work 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.

59. **Real Property Agent Advanced Certificate Differential:** Employees in the management classes of Assessor (DAA1), Assistant County Assessor (DAB1), Lease Manager (DYDB), Principal Real Property Agent (DYDA) and Supervising Real Property Agent (DYNA) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possession of a valid Senior Member Certificate issued by the International Executive Committee of the International Right of Way Association. 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.

60. **Sheriff Sworn Management P.O.S.T.:** Incumbents of the classes of Sheriff-Coroner (6XA1), Undersheriff–Exempt (6XB4) 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 of the following career incentive allowances:

A. A career incentive allowance of two and one-half percent (2.5%) 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.

B. A career allowance of five percent (5%) 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.

61. **Sheriff Continuing Education Allowance:** Sheriff's Department employees in the classes of Sheriff's Fiscal Officer (64SJ), Sheriff's Chief of Management Services (APDC), Administrative Services Assistant III (APTA), Sheriff's Director of Property and Evidence (64FG), Detention Services Supervisor (64HA), Inmate Industries Engraving Program Supervisor (64HG), Inmate Industries Supervisor (64HF), Manager-Central Identification Services (64DB), Records Manager (64HE), Sheriff's CAD/RMS Systems Manager (PEDG),Sheriff's Communications Center Director (64NC), Sheriff's Director of Food Services (64FF), Sheriff's Director of Support Services (6AFE), Sheriff's Telecommunication Technology Manager (PEDD), and Forensics Manager (6CGA) are eligible to receive a two and one-half percent (2.5%) of base monthly salary Continuing Education Allowance 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 combination thereof, approved by the department, subject to 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.

62. **Sheriff Emergency Services Standby Differential:** Employees in the classes of Emergency Planning Specialist–Exempt (9GS1), Emergency Planning Coordinator (9GSA), Senior Emergency Planning Coordinator (9GWB) and County Emergency Services Manager (9GGA) who perform standby duty of 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.

63. **Sheriff Law Enforcement Longevity Differential:** Incumbents in the classifications of Sheriff-Coroner (6XA1), Undersheriff (6XB4), and Commander (6XD1) 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.

64. **Sheriff Uniform Allowance:** The Sheriff-Coroner (6XA1) 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 management employees eligible for this uniform allowance are: Sheriff's Fiscal Officer (64SJ), Sheriff's Chief of Management Services (APDC), Supervising Sheriff's Dispatcher (64HD), and Sheriff's Communications Center Director (64NC).

65. **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.

66. **Sheriff - Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit:**

66.10. Safety Tier A. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth in Subsection 67.15, 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) month salary average. Beginning on October 1, 2006 and continuing through the remainder of the term of the 2005-2008 Memorandum of Understanding between the Deputy Sheriff's Association and the County and any extensions thereof, each employee will pay three percent (3%) of his or her retirement base to pay part of the employer's contribution towards the cost of Safety Tier A. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differentials and flat rate pay allowances, used to compute retirement deductions.

66.11 Safety Tier C. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth in Subsection 67.15, below, who are hired by the County after December 31, 2006. 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 their highest thirty-six (36) month salary average. Beginning on January 1, 2007 and continuing through the remainder of the term of the 2005-2008 Memorandum of Understanding between the Deputy Sheriff's Association and the County and any extensions thereof, each employee will pay two and one-tenths percent (2.1%) of his or her retirement base to pay part of the employer's contribution towards the cost of Safety Tier C. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. All other safety tiers are closed to employees hired by the County after December 31, 2006. "Retirement base" means base salary and other payments, such as salary differentials and flat rate pay allowances, used to compute retirement deductions.

66.12 Rehires. Should an employee in any of the classifications set forth in Subsection 66.15, below, leave County service and thereafter be rehired, that employee will be placed in the retirement tier for which he or she is then eligible in accordance with the County Employees Retirement Law as determined by the Contra Costa County Employees' Retirement Association.

66.13 Employees with more than 30 years of Service. Commencing January 1, 2007, employees in the classifications set forth in Subsection 67.15, 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 the safety retirement benefit.

66.14 Retirement Tier Elections. If members of the Deputy Sheriffs' Association have the opportunity to elect different retirement tiers, employees in the classifications set forth in Subsection 66.15, below, and employed by the County as of December 31, 2006, will be offered the same opportunity to elect new safety retirement tiers at the same time and on the same terms and conditions that are applicable to members of the Deputy Sheriffs' Association.

66.15 Eligible Employees.
This section applies only to the following classifications:

Sheriff-Coroner
Under Sheriff- Exempt
Assistant Sheriff
Chief Deputy Sheriff-Exempt
Commander

67. **Treasurer-Tax Collector Professional Development Differential:** Incumbents of the following listed classifications in the Treasurer-Tax Collector's Department 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 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.

Eligible classes are:

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)
Treasurer's Accounting Officer (S5SG)
Treasurer's Investment Operations Analyst (S5SD)
Tax Operations Supervisor (S5HC)

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.)

I hereby certify that this is 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

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
SAWA	ACCOUNTANT I
SAVA	ACCOUNTANT II
SATA	ACCOUNTANT III
APT1	ADMINISRATIVE SVCS ASST III-PR
AP7A	ADMINISTRATIVE AIDE-DEEP CLASS
AP73	ADMINISTRATIVE AIDE-PROJECT
APWA	ADMINISTRATIVE ANALYST
APW1	ADMINISTRATIVE ANALYST-PROJECT
AP9A	ADMINISTRATIVE INTERN-DEEP CLS
ADSG	ADMINISTRATIVE SUPPORT ASST
APVA	ADMINISTRATIVE SVCS ASST II
APTA	ADMINISTRATIVE SVCS ASST III
APV2	ADMINISTRATIVE SVCS ASST II-PR
APDB	ADMINISTRATIVE SVCS OFFICER
3AGF	ADULT LITERACY PROGRAM MANAGER
VWHK	ADVICE NURSE MANAGER
VWHN	ADVICE NURSE SUPERVISOR
AJDB	AFFIRMATIVE ACTION OFFICER
V9HH	AFTER SCHOOL PROGRAM SUPV
XQVB	AGING & ADULT SVCS SR STAFF AS
XQWC	AGING & ADULT SVCS STAFF ASST
XQD2	AGING/ADULT SVCS DIRECTOR-EX
BAA1	AGRICULTURAL COM-DIR WTS/MEAS
V7DB	AIDS PROGRAM DIRECTOR
9BDA	AIRPORT BUS AND DEV MANAGER
9BSB	AIRPORT ENVIRON & COM REL OFCR
9BHC	AIRPORT OPERATIONS MANAGER
VHD1	ALCOHOL/OTHER DRUG SVCS DIR-EX
VADB	AMBULATORY CARE ADMIN
VWHJ	AMBULATORY CARE CLIN SUPV
VAHC	AMBULATORY CARE REG MANAGER
BJHC	ANIMAL CENTER OPERATIONS SUPV
BKS1	ANIMAL CLINIC VETERINARIAN
BJHB	ANIMAL SVCS LIEUTENANT
BJSS	ANIMAL SVCS VOLUNTEER COORD
AD91	APPEALS OFFICER
XQGD	AREA AGENCY ON AGING PRGM MNGR
DAA1	ASSESSOR
JJNG	ASSESSOR'S CLERICAL STAFF MNGR
APSF	ASSESSOR'S CUSTOMER SERV COORD
VCS1	ASSIST TO HLTH SVC DIR - EX
9MD3	ASSISTANT DIRECTOR-PROJECT

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
NEVA	ASSOC CAPITAL FAC PROJ MANAGER
NKVC	ASSOC CIVIL ENGINEER
N4HA	ASSOC TRAFFIC ENGINEER
NEWC	ASST CAPITAL FAC PROJ MANAGER
VIHA	ASST CHIEF CARD SUPPORT SVCS
64BA	ASST CHIEF PUBLIC SVC OFFICER
VHGF	ASST CLINICAL LAB MANAGER
VASG	ASST CONTRACTS ADMINISTRATOR
AGA2	ASST COUNTY ADM-DIR HUMAN RESC
ADB4	ASST COUNTY ADMINISTRATOR
DABA	ASST COUNTY ASSESSOR
DAB1	ASST COUNTY ASSESSOR-EXE
SAB1	ASST COUNTY AUDITOR CONTROLLE
2ED1	ASST COUNTY COUNSEL-EXEMPT
3ABA	ASST COUNTY LIBRARIAN
3AB1	ASST COUNTY LIBRARIAN-EXEMPT
ALB3	ASST COUNTY RECORDER-EXEMPT
ALB1	ASST COUNTY REGISTRAR-EXEMPT
S5DF	ASST COUNTY TAX COLLECTOR
S5B4	ASST COUNTY TREASURER-EXEMPT
V8HC	ASST DIAGNOSTIC IMAG MNGR
9BNA	ASST DIR OF AIRPORTS
VLGA	ASST DIR OF ENV HLTH SVCS
VLFA	ASST DIR OF HAZ MAT PROGRAM
VCB1	ASST DIR OF HEALTH SVCS
AGB1	ASST DIR OF HUMAN RESOURCES-EX
VWGB	ASST DIR OF SAFETY & PERF IMPR
VYSC	ASST DIR PHARMACY SVCS
1KDC	ASST DIR-NUTRIT SVCS
V5HQ	ASST DIR-REHAB THER SVCS
2KD3	ASST DISTRICT ATTORNEY-EXEMPT
VCSH	ASST FACILITIES MANAGER
GFFA	ASST FACILITIES MNT. MANAGER
RPBA	ASST FIRE CHIEF GROUP I
RPB1	ASST FIRE CHIEF-EXEMPT
PMGC	ASST FLEET MANAGER
LBGD	ASST HLTH SVCS SYS DIR-NET OPS
LBG1	ASST HS SYS DIR-APP SFTWR-EX
DYNB	ASST LEASE MANAGER
VCHF	ASST MATERIEL MANAGER
25D2	ASST PUBLIC DEFENDER-EXEMPT
97B1	ASST RETIREMENT ADMIN-EXEMPT

Exhibit A
Management, Exempt and Unrepresented

Job Code	Job Title
AJDP	ASST RISK MANAGER
6XB2	ASST SHERIFF
6XB1	ASST SHERIFF-CHF EXE ASST
ADBA	ASST TO THE COUNTY ADMIN
29TA	ATTORNEY ADVANCE-CHLD SPPT SVC
29VA	ATTORNEY BASIC-CHILD SPPT SVCS
29WA	ATTORNEY ENTRY-CHILD SPPT SVCS
APDH	AUDITOR CONTR BUS & SYS MNGR
SFWA	AUDITOR I
SFVA	AUDITOR II
SFTA	AUDITOR III
SAA1	AUDITOR-CONTROLLER
LBWB	AUTOMATED CALL DIS COORD I
LBNA	AUTOMATED CALL DIS COORD II
LBSC	AUTOMATED CALL DIST ADMINISTRA
8FH2	BATTALION CHIEF-ECCFPD
8FH3	BATTALION CHIEF-ECCFPD-40 HOUR
J995	BD OF SUPVR ASST-CHIEF ASST
J992	BD OF SUPVR ASST-GEN OFFICE
J993	BD OF SUPVR ASST-GEN SECRETARY
J994	BD OF SUPVR ASST-SPECIALIST
ADA1	BD OF SUPVR MEMBER
V9HD	BIOMEDICAL EQUIPMENT MNGR
ADSC	BUDGET TECHNICIAN
GFDD	BUILDING AND GROUNDS MANAGER
FADC	BUILDING INSP SPEC PROG COORD
X7SC	BUSINESS SVCS REPRESENTATIVE
LTWK	BUSINESS SYSTEMS ANALYST
LTNE	BUSINESS SYSTEMS MANAGER
STWA	BUYER I
STTA	BUYER II
VBGC	CALIF CHLDRN SVCS PROG ADMIN
ADT2	CAPITAL FACILITIES ANALYST-PRJ
NEG1	CAPITAL PROJECTS DIV MGR-EX
X7SB	CAREER CENTER COORDINATOR
VPD4	CCHP MEDICAL DIRECTOR-EXEMPT
ADDK	CCTV PRODUCTION MANAGER
ADD3	CCTV PRODUCTION SPECIALIST-PRJ
ADDL	CCTV PRODUCTION SPECIALST
ADSD	CCTV PROGRAM COORDINATOR
3AGC	CENTRAL LIBRARY MANAGER
VWNB	CENTRAL PROCESSING SUPVR

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
SAGC	CHIEF ACCOUNTANT
ADB1	CHIEF ASST COUNTY ADMIN
2ED2	CHIEF ASST COUNTY COUNSEL
SMBA	CHIEF ASST DIRECTOR/DCSS
2KD2	CHIEF ASST DISTRICT ATTORNEY-E
25D1	CHIEF ASST PUBLIC DEFENDER
SFDB	CHIEF AUDITOR
VIGA	CHIEF CARDIO SUPPORT SVCS
JJDA	CHIEF CLERK-BOARD OF SUPV
BABB	CHIEF DEP AGRIC COMM/SEALER
BAB1	CHIEF DEP AGRIC COMM/SEAL-EX
7ADC	CHIEF DEP PROBATION OFFICER
AXDC	CHIEF DEP PUBLIC ADMIN
AXD1	CHIEF DEP PUBLIC ADMIN-EXEMPT
6XB3	CHIEF DEP SHERIFF-EXEMPT
S5B2	CHIEF DEP TREASURE/TAX COLL-EX
NAB1	CHIEF DEPUTY PW DIRECTOR-EX
VCB3	CHIEF EXECUTIVE OFFICER-CCHP-E
LTA1	CHIEF INFO OFF/DIR OF INFO TEC
6EH1	CHIEF INVESTIGATOR PD-EXEMPT
S5BC	CHIEF INVESTMENT OFFICER
VWD1	CHIEF NURSING OFFICER-EXEMPT
VWDG	CHIEF OF DET HLTH NURSING SVCS
AGD3	CHIEF OF LABOR RELATIONS - EX
V5GE	CHIEF PED THERAPIST
FADG	CHIEF PROPERTY CONSERVATION
PSFA	CHIEF PUB WKS MTCE SUPT
ADS2	CHIEF PUBLIC COMMUN OFFICER-EX
GWGA	CHIEF STATIONARY ENGINEER
25DB	CHIEF TRIAL DEPUTY PUBLIC DEF
VBGB	CHILD HLTH & DIS PROG MANAGER
9JS2	CHILD NUTRT DIV NUTRI-PROJECT
9JS3	CHILD NUTRT FOOD OPER SUPV-PRJ
APSE	CHILD SPPRT BUSINESS SVCS MNGR
LTWJ	CHILD SPPRT INFO SYS ANALYST
SMNA	CHILD SPPRT SUPERVISOR
9CDA	CHILD SPPRT SVCS MANAGER
XAD5	CHILDREN AND FAMILY SVCS DIR-E
9MH1	CHILDREN SVCS MGR-PROJECT
VMHC	CHRONIC DISEASE & ENV PROG MGR
2ETG	CIVIL LITIG ATTY-ADVANCED
2ETE	CIVIL LITIG ATTY-BASIC LVL

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
2ETF	CIVIL LITIG ATTY-STANDARD
JPHD	CIVIL OPERATIONS SUPERVISOR
ALA1	CLERK RECORDER
VHFA	CLINICAL LAB MANAGER
SMHA	COLLECTIONS SVCS MANAGER
6XD1	COMMANDER-EXEMPT
V7DA	COMMUNICABLE DIS PGRM CHIEF
3AGG	COMMUNITY LIBRARY MANAGER
BJSR	COMMUNITY OUTREACH & EDUC MGR
CCD1	COMMUNITY SVCS DIRECTOR-EXEMPT
APSA	COMMUNITY SVCS FISCAL OFFICER
CCHA	COMMUNITY SVCS PERSONNEL ADMIN
9J71	COMMUNITY SVCS PERSONNEL TECH
64NE	COMMUNITY WARNING SYS MANAGER
VMHB	COMMUNITY WELL & PREV PRO DIR
9MS7	COMPREHENSIVE SVCS ASST MGR-PR
9MS3	COMPREHENSIVE SVCS MAN -PRJ
NPHD	COMPUTER MAPPING SERVICES MNGR
LKVA	COMPUTER OPERATIONS ANALYST
LKGA	COMPUTER OPERATIONS MANAGER
LKHA	COMPUTER OPERATIONS SUPERVISOR
VQDL	CONSERV/GDNSHP PROGRAM MGR
VQHM	CONSERVATORSHIP PROG SUPV
ADTF	CONTRACT COMPLIANCE SPEC
XQHE	CONTRACTS ADMINISTRATOR
XQWA	CONTRACTS/GRANTS SPLST I
XQTA	CONTRACTS/GRANTS SPLST II
ADA2	COUNTY ADMINISTRATOR
2EA1	COUNTY COUNSEL
9GD2	COUNTY EMERGENCY SVCS DIR
ADB6	COUNTY FINANCE DIRECTOR-EX
VCB2	COUNTY HOSP EXEC DIR-EXEMPT
3AAA	COUNTY LIBRARIAN
7AA1	COUNTY PROBATION OFFICER-EX
AJDK	COUNTY SAFETY OFFICER
NAF1	COUNTY SURVEYOR-EXEMPT
96A1	COUNTY VETERANS' SVCS OFFICER
XAA2	COUNTY WELFARE DIRECTOR-EXEMPT
CJH3	CS MENTAL HLTH CLIN SUPV-PROJ
GKGC	CUSTODIAL & RECYCLE SVCS MNGR
GKHC	CUSTODIAL SVCS SUPERVISOR
APDD	DA CHIEF OF ADMINISTRATIVE SVC

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
6KD1	DA CHIEF OF INSPECTORS-EXEMPT
6KNB	DA LIEUTENANT OF INSPECTORS
JJGE	DA MANAGER OF LAW OFFICES
JJHG	DA OFFICE MANAGER
J3T7	DA PROGRAM ASSISTANT-EXEMPT
2KA1	DA PUBLIC ADMININSTATOR
LWSA	DATABASE ADMINISTRATOR
4AD1	DEP DIR OF CONSERV & DEV-EX
ADSH	DEPTL COMM & MEDIA REL COORD
XQSJ	DEPTL PERS COMPUTER COORD
BAHA	DEPUTY AGRICULTURE COMMR
LTD2	DEPUTY CIO-GIS-EXEMPT
JJHD	DEPUTY CLERK-BOARD OF SUPV
ADDG	DEPUTY CO ADMINISTRATOR
2ETK	DEPUTY CO COUNSEL-ADVANCED
2ETH	DEPUTY CO COUNSEL-BASIC
2ETJ	DEPUTY CO COUNSEL-STANDARD
3AFE	DEPUTY CO LIBRARIAN-PUB SVCS
3AFG	DEPUTY CO LIBRARIAN-SUPT SVCS
LWS1	DEPUTY DIR CHF INFO SEC OFC-EX
5AB2	DEPUTY DIR COM DEV/CURR-EX
5AH2	DEPUTY DIR COM DEV/TRANS-EX
BJDF	DEPUTY DIR OF ANIMAL SERVICES
VQFB	DEPUTY DIR OF MENTAL HEALTH
LTD1	DEPUTY DIR/INFO TECHNOLOGY-EXE
2KWF	DEPUTY DISTRICT ATTORNEY-FT-FL
VCD2	DEPUTY EXECUTIVE DIR/CCHP-EX
NAD8	DEPUTY GENERAL SVCS DIRECTOR/E
AXFA	DEPUTY PUBLIC ADMINISTRATOR
NAD0	DEPUTY PUBLIC WORKS DIRECTOR-E
BWHA	DEPUTY SEALER WEIGHTS/MEASURE
6XW3	DEPUTY SHERIFF RESERVE-EXEMPT
6XWC	DEPUTY SHERIFF-PER DIEM
6XW1	DEPUTY SPEC IN CO SVC AREA P-1
64HA	DETENTION SVCS SUPERVISOR
VBGA	DEVELOPMENTAL CENTER DIRECTOR
V5HH	DEVELOPMENTAL PROGRM SUPV
V8HB	DIAGNOSTIC IMAGING MANAGER
VRG1	DIR MKTG/MEM SVCS & PR-CCHP-EX
4AA1	DIR OF CONSERVATION & DEVLP-EX
VWFA	DIR OF SAFETY & PERF IMPROVEME
ADD5	DIR OFFICE CHILD SVCS - EX

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
VWDB	DIRECTOR HOSPITAL NURSING SVCS
9BD1	DIRECTOR OF AIRPORTS
VWDC	DIRECTOR OF AMBULATORY CARE NS
BJA1	DIRECTOR OF ANIMAL SERVICES
SMA1	DIRECTOR OF CHILD SUPPORT SVCS
5AA1	DIRECTOR OF COMMUNITY DEVLPMNT
VLD1	DIRECTOR OF ENV HEALTH SVCS-EX
VCFA	DIRECTOR OF FAMLY, M & CH
NAA2	DIRECTOR OF GENERAL SERVICES-E
VLD2	DIRECTOR OF HAZ MAT PROGRAM-EX
VCA1	DIRECTOR OF HEALTH SERVICES
VNDB	DIRECTOR OF HLTH INFO MGMT
ADDF	DIRECTOR OF JUSTICE SYST PROG
VPS4	DIRECTOR OF MED STAFF AFFAIRS
V0DA	DIRECTOR OF PH LAB SVCS
VYDC	DIRECTOR OF PHARMACY SVCS
VWDD	DIRECTOR OF PSYCH NURSING SVCS
VWSE	DIRECTOR OF QUALITY MANAGEMENT
5AB1	DIRECTOR OF REDEVEL-EXEMPT
V5GH	DIRECTOR OF REHAB THERAPY SVCS
SMD1	DIRECTOR OF REVENUE COLLECTION
ADSB	DIRECTOR OFFICE OF COMM/MEDIA
VVGS	DIRECTOR PUB HLTH CLINIC SVCS
VWDF	DIRECTOR, INPATIENT NURSING OP
VATC	DISABILITY BENEFITS COORD
2RS7	DISCOVERY REFEREE
ARDC	DIVERSITY SVCS COORDINATOR
NPGA	DRAFTING SVCS COORDINATOR
NPHC	DRAFTING SVCS MANAGER
XASJ	EHS CHIEF FINANCIAL OFFICER
XAD6	EHS DIRECTOR OF ADMIN-EXEMPT
XADD	EHS DIVISION MANAGER
XAD1	EHS DIVISION MANAGER-PROJECT
XQNA	EHS FACILITIES MANAGER
XQHF	EHS PROG INTEGRITY COORD
XQH3	EHS PROG INTEGRITY COORD-PR0J
AV71	EHS WORKER TRAINEE-PROJECT
X761	EHS WORKFORCE DEV YOUTH TRN-PJ
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
EBHA	ELECTIONS OUTREACH COORDINATOR
ALHB	ELECTIONS PROCESSING SUPVR
EBSA	ELECTIONS SVCS MANAGER

Exhibit A
Management, Exempt and Unrepresented

Job Code	Job Title
VBSC	EMERGENCY MEDICAL SVS DIRECTOR
VBHB	EMERGENCY MEDICAL SVS PRG CORD
9GSA	EMERGENCY PLANNING COORD
9GS1	EMERGENCY PLANNING SPEC-EXEMPT
9GGA	EMERGENCY SERVICES MANAGER
AGD2	EMPLOYEE BENEFITS MANAGER
AGSC	EMPLOYEE BENEFITS SPECIALIST
AJHA	EMPLOYEE BENEFITS SUPERVISOR
AJVC	EMPLOYEE REHAB COUNSELOR
GBSA	ENERGY MANAGER
NSHC	ENGINEERING TECH SUPV MAT TSTG
NSHE	ENGINEERING TECHNICIAN SUPV CO
NSHD	ENGINEERING TECHNICIAN SUPV LS
NBHB	ENGINEERING TECHNICIAN SUPV-TR
5RWA	ENVIRONMENTAL ANALYST I
5RVA	ENVIRONMENTAL ANALYST II
5RTA	ENVIRONMENTAL ANALYST III
1WDB	ENVIRONMENTAL SVCS MANAGER
1WHB	ENVIRONMENTAL SVCS SUPERVISOR
J3H2	EXEC ASST TO THE CO ADMINIS-EX
J3HA	EXEC ASST TO THE CO ADMINISTR
XQSB	EXEC ASST/DEVELP DISBL COUNCIL
XDS1	EXEC ASST/HAZ MAT COMM
J3T6	EXEC SECRETARY/ MERIT BOARD
J3T5	EXEC SECRETARY-EXEMPT
J3TJ	EXECUTIVE SECRETARY-DCSS
VPS1	EXEMPT MED STF OPTOMETRIST
VPS2	EXEMPT MED STF PODIATRIST
GFDG	FACILITIES MAINTENANCE MANAGER
VCDC	FACILITIES MANAGER
RPA1	FIRE CHIEF-CONTRA COSTA
8FA2	FIRE CHIEF-EAST CCFPD
P2NC	FIRE DISTRICT APPARATUS MNGR
APDE	FIRE DISTRICT CHIEF/ADMIN SVCS
GFDF	FIRE DISTRICT FACILITIES MNGR
SBSF	FIRE DISTRICT FISCAL SPECIALST
LTNC	FIRE DISTRICT INFO SYST MANGR
RBHA	FIRE DISTRICT LOGISTICS MGR
REDB	FIRE DISTRICT TELECOMM MANAGER
RWSD	FIRE EMS QUALITY IMPR COORD
RJGA	FIRE MARSHAL
RWHA	FIRE TRAINING CHIEF

Exhibit A
Management, Exempt and Unrepresented

Job Code	Job Title
8FH1	FIRE TRAINING SUPV-EAST CCFPD
8FB4	FIRST ASST FIRE CHF 40-ECCFPD
8FB1	FIRST ASST FIRE CHF 56-ECCFPD
PMFB	FLEET MANAGER
PMHC	FLEET SERVICE CENTER SUPV
6CW1	FORENSIC ANALYST-PROJECT
6CGA	FORENSIC MANAGER
GFSA	GENERAL SVCS FACILITIES SUPVR
APSB	GENERAL SVCS FISCAL OFFICER
GPHH	GROUNDS MAINTENANCE SUPV
GPDE	GROUNDS MANAGER
VLSA	HAZARDOUS MATERIALS OMBUDSPER
V4HD	HAZARDOUS WASTE REDUCTION MNGR
VWHM	HEALTH CARE RISK MANAGER
VASH	HEALTH EQUITY PROGRAM MANAGER
VCGE	HEALTH PLAN BUSINESS SVCS MNGR
VRGB	HEALTH PLAN CLINICAL PRG OFCR
VRGC	HEALTH PLAN DIR COMP & GOV REL
VCSG	HEALTH PLAN MED ECON ANALYS
VCSK	HEALTH PLAN MEMBER ADVOCATE
V9HG	HEALTH PLAN PATIENT SVCS SUPV
VYSE	HEALTH PLAN PHARMACY MANAGER
VRHA	HEALTH PLAN QUAL MGMT PROG MGR
VCS3	HEALTH PLAN SERVICES ASST-EX
VCTB	HEALTH SVCS ACCOUNTANT
VANF	HEALTH SVCS ADMIN-LEVEL A
VANG	HEALTH SVCS ADMIN-LEVEL B
VANH	HEALTH SVCS ADMIN-LEVEL C
VCDD	HEALTH SVCS DIR/PLNG & FAC
VBSM	HEALTH SVCS EMERG PREP MANAGER
LKFA	HEALTH SVCS INFO SYS OPS MNGR
LBTC	HEALTH SVCS INFO SYS PROG/ANL
LBTB	HEALTH SVCS INFO SYSTEMS SPEC
VCFB	HEALTH SVCS INFO TECH SUPV
VCN2	HEALTH SVCS PERSNL OFFICER-EX
VASE	HEALTH SVCS PLAN/EVAL DIRECTOR
VCXC	HEALTH SVCS PLNR/EVAL-LEVEL A
VCXD	HEALTH SVCS PLNR/EVAL-LEVEL B
VCTA	HEALTH SVCS REIM ACCOUNTANT
XQSM	HEALTH SVCS SPECIAL PROJ ADMIN
VCD1	HEALTH SVCS SYSTEMS DIRECTOR-E
VCHB	HLTH PLAN SALES/OUTRCH MANAGER

Exhibit A
Management, Exempt and Unrepresented

Job Code	Job Title
VQHA	HLTH/HUMAN SVC RES & EVAL MGR
VVFC	HOME HEALTH AGENCY DIRECTOR
VBHE	HOMELESS SERVICES PROGRAM DIR
V9SD	HOMELESS SVCS SPECIALIST
VRGD	HP DIR OF PROVIDER REL & CRED
VRGE	HP DIRECTOR OF CONTRACTING
AGSE	HR DATA ADMINISTRATOR
AGVF	HUMAN RESOURCES CONSULTANT
AGDF	HUMAN RESOURCES PROJECT MNGR
AG7B	HUMAN RESOURCES TECHNICIAN
N9SB	HYDROLOGIST
X7GB	INDP LIV SKILL PRG COORDINATOR
X7HD	INDP LIV SKILL PROG ASST COORD
VWSF	INFECTION PREV AND CONTROL MGR
LWTA	INFO SYS AUDITOR
LTNA	INFO SYS MANAGER I
LTNB	INFO SYS MANAGER II
LPWA	INFO SYS PROGRAMMER/ANALYST I
LPVA	INFO SYS PROGRAMMER/ANALYST II
LPNB	INFO SYS PROGRAMMER/ANALYST IV
LPTB	INFO SYS PROGRAMMER/ANLYST III
LPNA	INFO SYS PROJECT MANAGER
LTWC	INFO SYS TECHNICIAN I
LFWA	INFO SYSTEM ADMINISTRATOR I
LFVA	INFO SYSTEM ADMINISTRATOR II
LFTA	INFO SYSTEM ADMINISTRATOR III
LBSB	INFO TECH PROJECT MANAGER
64HG	INMATE INDUST ENGRAVE PROG SUP
64HF	INMATE INDUST SUPERVISOR
7KGA	INST SUPERVISOR II
AJWC	INSURANCE ANALYST I
AJVB	INSURANCE ANALYST II
VLSB	INTEGRATED PEST MGMT COORD
VTWB	INTERIM PERMIT NURSE
7KFE	JUVENILE INSTITUTION SUPT
AGVD	LABOR RELATIONS ANALYST II
AG7C	LABOR RELATIONS ASSISTANT
AGSF	LABOR RELATIONS SPECIALIST I
AGSG	LABOR RELATIONS SPECIALIST II
5ASF	LAND INFORMATION BUS OPS MNGR
2YWB	LAW CLERK I
2YVA	LAW CLERK II

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
2YTA	LAW CLERK III
64WB	LAW ENFORCE TRNG INSTR-PER DM
AJTA	LEAD EXAMINATION PROCTOR
2Y7B	LEGAL ASSISTANT
AJWF	LIABILITY CLAIMS ADJUSTER
3KW4	LIBRARY AIDE-EXEMPT
3KHA	LIBRARY CIRCULATION MANAGER
3ASF	LIBRARY CMNTY RLTNS MANGR
3AGE	LIBRARY COLL/TECHNICAL SVCS MG
3AHB	LIBRARY READING & LITERACY MGR
3KWA	LIBRARY STUDENT ASSISTANT
3KW2	LIBRARY STUDENT ASSISTANT-EX
6KWG	LIEUTENANT OF INSP-WELF FRAUD
ADVB	MANAGEMENT ANALYST
5PDB	MANAGER APPLICATION/PERMIT CE
ADD4	MANAGER CAP FAC/DEBT MGMT-EX
64DB	MANAGER CENTRAL ID SVCS
VRWA	MANAGER OF MKTG & MEM SVCS
VCGA	MATERIAL MANAGER
VBFA	MEDICAL CARE ADMINISTRATOR
VCA2	MEDICAL DIRECTOR
VNHB	MEDICAL RECORDS ADMINISTRATOR
X4HE	MEDICAL SOC SVC DIRECTOR
VQDM	MH CLINICAL OPERATIONS CHIEF
VQSH	MH CONSUMER EMPOWER PROG COORD
VQSJ	MH FAMILY SERVICES COORDINATOR
VPD1	MH MEDICAL DIRECTOR-EX
VQDN	MH PROGRAM CHIEF
VQDC	MH PROGRAM MANAGER
VQHP	MH PROGRAM SUPERVISOR
VQSE	MH PROJECT MANAGER
VQSA	MH PROVIDER SVCS COORD
VQSF	MH QUALITY IMPROVEMENT COORD
VQHQ	MH VOCATIONAL SERVICES COORD
VQH3	MH VOCATIONAL SVCS COORD-PRJ
V07A	MICROBIOLOGIST TRAINEE
9XHA	MICROFILM SUPERVISOR
FAHB	NEIGHBORHOOD PRESVR PROG MNGR
FASD	NEIGHBORHOOD PRESVR PROG SPEC
XQS4	NEIGHBORHOOD SVCS COORD-PROJ
LNSA	NETWORK ADMINISTRATOR I
LNSB	NETWORK ADMINISTRATOR II

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Management, Exempt and Unrepresented

Job Code	Job Title
LBVA	NETWORK ANALYST I
LBTA	NETWORK ANALYST II
LBHA	NETWORK MANAGER
LNWA	NETWORK TECHNICIAN I
LNVA	NETWORK TECHNICIAN II
VWHF	NURSING PROGRAM MANAGER
VWH1	NURSING PROGRAM MANAGER-PROJ
VWHD	NURSING SHIFT COORD - PER DIEM
VWHH	NURSING SHIFT COORDINATOR
JJHC	OFFICE MANAGER
X7GA	ONE-STOP OPER CONSORT ADMN
X7HC	ONE-STOP OPER CONSORT ASST ADM
XAGB	ORG & STAFF DEVELOP MANAGER
VAGD	PATIENT BILLING MANAGER
VAGA	PATIENT FINANCIAL SERVICES MGR
VASB	PATIENT OMBUDSPERSON
VASD	PATIENT RELTNS SVCS COORD
SATB	PAYROLL ACCOUNTANT
SATC	PAYROLL SYSTEMS ACCOUNTANT
SAHM	PAYROLL SYSTEMS ADMINISTRATOR
ARVA	PERSONNEL SERVICES ASST II
ARTA	PERSONNEL SERVICES ASST III
AGDE	PERSONNEL SERVICES SUPERVISOR
5AWA	PLANNER I
5AVA	PLANNER II
5ATA	PLANNER III
5AV1	PLANNER II-PROJECT
5AW1	PLANNER I-PROJECT
VBSG	PRE-HOSPTL CARE COORDINATOR
ADS5	PRIN MANAGEMENT ANALYST - PROJ
DADC	PRINCIPAL APPRAISER
FAHE	PRINCIPAL BUILDING INSPECTOR
AGH1	PRINCIPAL L/R NEGOTIATOR - EX
ADHB	PRINCIPAL MANAGEMENT ANALYST
5AHD	PRINCIPAL PLANNER-LEVEL A
5AHE	PRINCIPAL PLANNER-LEVEL B
DYDA	PRINCIPAL REAL PROPERTY AGENT
NCHA	PRINCIPAL STRUCTIONAL ENGNR-BI
9XGA	PRINT & MAIL SERVICES MANAGER
9XHE	PRINT & MAIL SERVICES SUPV
7KFF	PROBATION FIELD SERVS DIRECTOR
7AGB	PROBATION MANAGER

Exhibit A
Management, Exempt and Unrepresented

Job Code	Job Title
APHA	PROGRAM/PROJECTS COORDINATOR
VAVA	PROPERTIES TRUST OFFICER
LWVD	PROPERTY TAX BUS SYS MANAGER
AXSD	PUBLIC ADM PROGRAM ASST
25A1	PUBLIC DEFENDER
V7VC	PUBLIC HLTH EPIDE/BIOSTATICIAN
VWHL	PUBLIC HLTH NURSE PROG MANAGER
VBSD	PUBLIC HLTH PRGM SPEC I
VBND	PUBLIC HLTH PRGM SPEC II
VBS2	PUBLIC HLTH PRGM SPEC I-PRJ
ADS1	PUBLIC INFORMATION OFFICER
STDC	PURCHASING SVCS MANAGER
PSGA	PW ASST FIELD OPERATIONS MNGR
APSD	PW CUSTOMER SERV COORDINATOR
NAA1	PW DIRECTOR
PSFB	PW FIELD OPERATIONS MANAGER
APSC	PW FISCAL OFFICER
LWSB	PW GIS COORDINATOR
PSHB	PW MAINTENANCE SUPERVISOR
PSSD	PW RESOURCES MANAGER
DYD1	REAL ESTATE MANAGER-EXEMPT
J9HF	RECORDER'S OPERATIONS MANAGER
64HE	RECORDS MANAGER
9T95	RECREATION INSTRUCTOR-LVL 422
5AH4	REDEVELOPMENT PROJ MANAGER-PRJ
51SD	REDEVELOPMENT/HOUSING SPEC I
51SE	REDEVELOPMENT/HOUSING SPEC II
VCHD	REGISTRAR OF VITAL STATS
V5HN	REHABILITATION THERAPY SVC SUP
VPD5	RESIDENCY DIRECTOR-EXEMPT
5A7A	RESOURCE RECOVERY ASSISTANT
5ASA	RESOURCE RECOVERY SPECIALIST
97NA	RETIREMENT ACCOUNTANT
97DA	RETIREMENT ACCOUNTING MANAGER
97HA	RETIREMENT ADMINISTRATION MNGR
97GA	RETIREMENT BENEFITS MANAGER
97HB	RETIREMENT BENEFITS PRG COORD
97B2	RETIREMENT CHF INVEST OFCR-EX
97A1	RETIREMENT CHIEF EXEC OFCR-EX
97SA	RETIREMENT COMMUNICATIONS CORD
97B3	RETIREMENT GENERAL COUNSEL-EX
97SB	RETIREMENT INFO TECH COORD I

Exhibit A
Management, Exempt and Unrepresented

Job Code	Job Title
97SC	RETIREMENT INFO TECH COORD II
97TF	RETIREMENT INVESTMENT ANALYST
97HC	RETIREMENT SUP ACCOUNTANT
AJD1	RISK MANAGER
6FHA	SAFETY SVCS MANAGER
AJWG	SAFETY SVCS SPCLST-LVL A
AJWH	SAFETY SVCS SPCLST-LVL B
AVS4	SBDC BUSINESS CONSULTANT-PRJ
AVD3	SBDC DIRECTOR-PROJECT
CCG1	SCHOOL READINESS PROG COOR-PRJ
8FB3	SECOND ASST FIRE CHF40 ECCFPD
8FB2	SECOND ASST FIRE CHF-ECCFPD
J3S2	SECRETARY TO UNDERSHERIFF
NSGA	SENIOR LAND SURVEYOR
ADTD	SENIOR MANAGEMENT ANALYST
ADHA	SERVICE INTEGRATION TEAM COORD
ADGA	SERVICE INTERGRATION PROG MNGR
64FG	SHERIFF DIR OF PROP EVIDENCE
6XA1	SHERIFF-CORONER
PEDG	SHERIFF'S CAD/RMS SYSTEMS MNGR
APDC	SHERIFF'S CHF OF MGNT SVCS
64NC	SHERIFF'S COM CENTER DIRECTOR
64VA	SHERIFF'S CRIME ANALYST
64FF	SHERIFF'S DIRECTOR OF FOOD SVC
6AFE	SHERIFF'S DIRECTOR OF SUP SVCS
J3T0	SHERIFF'S EXECUTIVE ASST-EX
64SJ	SHERIFF'S FISCAL OFFICER
PMSB	SHERIFF'S FLEET SVCS COORD
64SK	SHERIFF'S MUTUAL AID COORD
PEDD	SHERIFF'S TELECOM TECH MANAGER
X4SG	SOC SVC APPEALS OFFICER
X4S2	SOC SVC APPEALS OFFICER-PRJ
XAHB	SOC SVC APPEALS SUPERVISOR
XQHC	SOC SVC BUSINESS SYST APP MNGR
XASH	SOC SVC FISCAL COMPLIANCE ACCT
XAGA	SOC SVC FRAUD PREVENTION MNGR
ADB5	SPECIAL ASST TO THE CO ADMN-EX
LTVJ	SR BUSINESS SYSTEMS ANALYST
STTB	SR BUYER
NEHA	SR CAPITAL FAC PROJECT MNGR
NKHA	SR CIVIL ENGINEER
3AGH	SR COMMUNITY LIBRARY MANAGER

Exhibit A
Management, Exempt and Unrepresented

Job Code	Job Title
ADDH	SR DEPUTY COUNTY ADMNISTRATOR
2KD1	SR DEPUTY DISTRICT ATTORNEY-EX
9GWB	SR EMERGENCY PLANNING COORD
9GW1	SR EMERGENCY PLNG COORD -PROJ
2ED3	SR FINANCIAL COUNSELOR-EXEMPT
AGTF	SR HUMAN RESOURCES CONSULTANT
N9HC	SR HYDROLOGIST
AJTB	SR INSURANCE ANALYST
51SC	SR PLANNING TECHNICIAN
NEVB	SR STRUCTURAL ENGINEER-BI
NEV2	SR STRUCTURAL ENGINEER-PRJ
NKHB	SR TRAFFIC ENGINEER
5AHB	SR TRANSPORTATION PLANNER
5ASE	SR WATERSHED MGMT PLNG SPEC
AJTC	SR WORKERS COMP CLAIMS ADJS
VWXF	STAFF ADVICE NURSE-PER DIEM
V9HC	STAFF AND PAT CARE COORDINATOR
XADE	STAFF DEVELOPMENT SUPERVISOR
VWWA	STAFF NURSE-PER DIEM
LMS1	STORMWATER PCP CMPTR SPEC
NASB	STORMWATER POLL CONT MNGR
NESB	STRUCTURAL ENGINEER-BUILD INSP
NK7A	STUDENT AIDE-CIVIL ENGINEER
999E	STUDENT WORKER-DEEP CLASS
VHG5	SUBSTANCE ABUSE PROGRAM MGR-P
VHGE	SUBSTANCE ABUSE PROGRAM MNGR
VHHB	SUBSTANCE ABUSE PROGRAM SUPV
SAHJ	SUPERVISING ACCOUNTANT
DAHC	SUPERVISING APPRAISER
V4HE	SUPERVISING ARP ENGINEER
29HA	SUPERVISING ATTORNEY-DCSS
DRNA	SUPERVISING AUDITOR-APPRAISER
NEHC	SUPERVISING CAPITAL FAC PRJ MG
NKGA	SUPERVISING CIVIL ENGINEER
VHHF	SUPERVISING CLINICAL LAB SCIEN
1KHA	SUPERVISING COOK-JUVENILE HALL
VLHA	SUPERVISING ENVIRON HLTH SPEC
RJHC	SUPERVISING FIRE INSPECTOR
6CHA	SUPERVISING FRNSC TOXICOLOGIST
NXHA	SUPERVISING GRAPHICS TECH
V5HJ	SUPERVISING PEDIATRIC THERAPST
V0HC	SUPERVISING PH MICROBIOLOGIST

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
VVHC	SUPERVISING PH NURSE
DYNA	SUPERVISING REAL PROPERTY AGNT
FADB	SUPERVISING STRUCTURAL ENG-BI
FADF	SUPERVISOR INSPECTION SERVICES
9XHB	SUPPLY AND DIST SUPERVISOR
VWSG	SYMPTOM CONTROL PROG COORD
LWWB	SYSTEMS ACCOUNTANT I
LWVB	SYSTEMS ACCOUNTANT II
LWWA	SYSTEMS SOFTWARE ANALYST I
LWVA	SYSTEMS SOFTWARE ANALYST II
S5HC	TAX OPERATIONS SUPERVISOR
PEDC	TELECOM MANAGER
VBHC	TOBACCO PREV PROJ COORDINATOR
5ATB	TRANSPORTATION PLANNER
NAGA	TRANSPORTATION PROGRAM MANAGER
XQHG	TRANSPORTATION SERVICES MANAGE
XQNB	TRANSPORTATION SERVICES SPCLST
S5SG	TREASURER'S ACCOUNTING OFFICER
S5S3	TREASURER'S INVEST OFFICER-EX
S5SD	TREASURER'S INVEST OPS ANALYST
S5A1	TREASURER-TAX COLLECTOR
6XB4	UNDERSHERIFF-EXEMPT
VWSD	UTILIZATION REVIEW COORD
VWHG	UTILIZATION REVIEW MANAGER
GPHG	VEGETATION MANAGEMENT SUPV
96TA	VETERANS SVC BRANCH OFF MNGR
96WA	VETERANS SVC REPRESENTATIVE
2KHA	VICT/WIT ASSISTANCE PROG MNGR
XDWF	VOL AND EMERGENCY PROG SPEC
VCND	VOL SVCS AND COMM RES ADMN
X4HD	VOLUNTEER PROGRAM COORD
5ASD	WATERSHED MGMNT PLNG SPEC
9KN3	WEATHERIZATION/HM REPAIR SUPV
AJVE	WELLNESS COORDINATOR
AJVF	WORKERS COMP CLAIMS ADJUST II
AJWJ	WORKERS COMP CLAIMS ADJUSTER I
AJHB	WORKERS COMP CLAIMS SUPERVISOR
XAD4	WORKFORCE INV BD EXC DIR-EX
XAD3	WORKFORCE SVCS DIRECTOR-EXEMPT
XANA	WORKFORCE SVCS SPECIALIST

Exhibit B
Unrepresented

Job Code	Job Title
ADD3	CCTV PRODUCTION SPECIALIST-PRJ
2KWF	DEPUTY DISTRICT ATTORNEY-FT-FL
6XW3	DEPUTY SHERIFF RESERVE-EXEMPT
6XWC	DEPUTY SHERIFF-PER DIEM
6XW1	DEPUTY SPEC IN CO SVC AREA P-1
AV71	EHS WORKER TRAINEE-PROJECT
X761	EHS WORKFORCE DEV YOUTH TRN-PJ
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
VPS1	EXEMPT MED STF OPTOMETRIST
VPS2	EXEMPT MED STF PODIATRIST
6CW1	FORENSIC ANALYST-PROJECT
VTWB	INTERIM PERMIT NURSE
2YWB	LAW CLERK I
2YVA	LAW CLERK II
2YTA	LAW CLERK III
64WB	LAW ENFORCE TRNG INSTR-PER DM
AJTA	LEAD EXAMINATION PROCTOR
3KW4	LIBRARY AIDE-EXEMPT
3KWA	LIBRARY STUDENT ASSISTANT
3KW2	LIBRARY STUDENT ASSISTANT-EX
V07A	MICROBIOLOGIST TRAINEE
VWHD	NURSING SHIFT COORD - PER DIEM
9T95	RECREATION INSTRUCTOR-LVL 422
VWXF	STAFF ADVICE NURSE-PER DIEM
VWWA	STAFF NURSE-PER DIEM
NK7A	STUDENT AIDE-CIVIL ENGINEER
999E	STUDENT WORKER-DEEP CLASS

Exhibit C
Elected and Appointed Department Heads

Job Code	Job Title
BAA1	AGRICULTURAL COM-DIR WTS/MEAS
DAA1	ASSESSOR
AGA2	ASST COUNTY ADM-DIR HUMAN RESC
SAA1	AUDITOR-CONTROLLER
ADA1	BD OF SUPVR MEMBER
LTA1	CHIEF INFO OFF/DIR OF INFO TEC
ALA1	CLERK RECORDER
ADA2	COUNTY ADMINISTRATOR
2EA1	COUNTY COUNSEL
3AAA	COUNTY LIBRARIAN
7AA1	COUNTY PROBATION OFFICER-EX
96A1	COUNTY VETERANS' SVCS OFFICER
XAA2	COUNTY WELFARE DIRECTOR-EXEMPT
2KA1	DA PUBLIC ADMININSTATOR
4AA1	DIR OF CONSERVATION & DEVLP-EX
BJA1	DIRECTOR OF ANIMAL SERVICES
SMA1	DIRECTOR OF CHILD SUPPORT SVCS
5AA1	DIRECTOR OF COMMUNITY DEVLPMNT
NAA2	DIRECTOR OF GENERAL SERVICES-E
VCA1	DIRECTOR OF HEALTH SERVICES
RPA1	FIRE CHIEF-CONTRA COSTA
25A1	PUBLIC DEFENDER
NAA1	PW DIRECTOR
97A1	RETIREMENT CHIEF EXEC OFCR-EX
6XA1	SHERIFF-CORONER
S5A1	TREASURER-TAX COLLECTOR

EXHIBIT D

DEPARTMENT HEADS AND THEIR CHIEF ASSISTANT(S)

Department Head	Chief Assistant Department Head
Agriculture Commissioner/Director of Weights and Measures	Chief Deputy Agriculture Commissioner/Sealer of Weights and Measures
Director of Animal Services	Deputy Director of Animal Services
Assessor	Assistant County Assessor
Auditor-Controller	Assistant County Auditor-Controller
Board of Supervisors Member	No Assistant
Chief Information Officer/Director of Information Technology	Deputy Chief Information Officer
Clerk-Recorder	Assistant County Registrar Assistant County Recorder
Director of Child Support Services	Chief Assistant Director of Child Support Services
Director of Community Development	Deputy Director of Community Development/ Current Planning Deputy Director of Community Development/ Transportation Planning Director of Redevelopment
Director of Conservation and Development	Deputy Director of Conservation and Development
County Administrator	Chief Assistant County Administrator
District Attorney-Public Administrator	Chief Assistant District Attorney
County Welfare Director	Aging/Adult Services Director Children and Family Services Director Community Services Director EHS Chief Financial Officer EHS Director of Administration FACS Assistant Director - Project Workforce Services Director
Fire Chief - Contra Costa County	Assistant Fire Chief
Director of General Services	Deputy General Services Director
Director of Health Services	Assistant Director of Health Services
Assistant County Administrator-Director of Human Resources	Assistant Director of Human Resources
County Librarian	Deputy County Librarian – Public Services Deputy County Librarian – Support Services
County Probation Officer	Chief Deputy Probation Officer
Public Defender	Chief Assistant Public Defender
Public Works Director	Deputy Public Works Director
Retirement Chief Executive Officer	Retirement Chief Investment Officer
Director of Revenue Collections	No Chief Assistant
Risk Manager	No Chief Assistant
Sheriff-Coroner	Undersheriff
Treasurer-Tax Collector	Chief Deputy Treasurer-Tax Collector
County Veterans' Services Officer	No Chief Assistant

(11/05/08)

EXHIBIT E

CalPERS Health Plan Classes

Job Code	Job Title
6XB2	ASST SHERIFF
6XB1	ASST SHERIFF-CHF EXE ASST
6XB3	CHIEF DEP SHERIFF-EXEMPT
6XD1	COMMANDER-EXEMPT
6XA1	SHERIFF-CORONER
6XB4	UNDERSHERIFF-EXEMPT

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Order on February 24, 2009 by the following vote:

AYES: Bonilla ,Gioia, Uilkema, Piepho, & Glover
NOES: none
ABSENT: none
ABSTAIN: none

SUBJECT: Compensation and Benefits Authorized for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented Employees for the Period October 1, 2008 to September 30, 2009 and Until Further Order	)	**Resolution No. 2009/26**

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

Effective upon adoption and continuing to September 30, 2009, and until further order of the Board, the Board adopts the following 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), Section 3 of Resolution No. 2002/615, and Resolution No. 2006/609, this Resolution supercedes all previous resolutions providing compensation and benefits for the employees listed herein, including but not limited to Resolution No. 2008/715.

Unless expressly provided otherwise, this Resolution is subject to the provisions of Resolutions providing general and pay equity salary adjustments; Administrative Bulletins; the 1937 County Employees Retirement Act; the County Salary Regulations; and the County Personnel Management Regulations. This Resolution does not authorize compensation and benefits for any employees of the Contra Costa Superior Court or for any management employee who is represented by an employee organization with a Memorandum of Understanding.

Management and Unrepresented employees include employees in Classified, Project and Exempt classifications. This Resolution is organized to distinguish (i) those general County benefits provided to all Managers, Exempt and Unrepresented employees; (ii) those benefits provided exclusively to Management and Exempt employees; (iii) those benefits provided to Elected and Appointed Department Heads; and (iv) those benefits that are provided specifically to Managers and Unrepresented employees within selected departments or 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.

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, excepting 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 MANAGEMENT EMPLOYEES BY DEPARTMENT OR CLASS** are provided as indicated in each section.

V. **CHIEF ASSISTANT CLASSES** 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.**

Orig Dept.: Human Resources Department - Ted Cwiek (335-1766)
cc: County Administrator - Lisa Driscoll
County Counsel - Vickie L. Dawes
Auditor–Controller - Elizabeth Verigin
Contra Costa County Employees' Retirement Association

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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.

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 when the employee is regularly scheduled to work other than eight (8) hours per day between Monday and Friday, inclusive.

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.

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.

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. 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: Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

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 Holidays - Part-Time Employees: Permanent, part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part time employee's weekly schedule bears to forty (40) hours.

1.15 No Overtime Pay, Holiday Pay, or Comp Time: Unrepresented, management, and exempt employees are not entitled to receive 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).

1.16 Personal Holiday Credit: Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, employees are paid for any unused personal holiday credit hours at the employee's then current rate of pay, up to a maximum of forty (40) hours.

1.17 Vacation: Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

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

Effective on November 1, 2007 and for purposes of this section only, employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and are thereafter rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), "length of service" includes all service time with Contra Costa County and all service time with the Superior Court. However, this benefit is only applicable prospectively from the date the employee is rehired by Contra Costa County.

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. 411.7 (Sick Leave Policy) adopted on October 17, 1997, 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 shall not be entitled to Family Care or Medical Leave on a calendar year basis. Instead, such employees shall be entitled to at least eighteen (18) weeks of leave in a "rolling" twelve (12) month period, which shall be measured backward from the date the employee uses FMLA leave.

1.21 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Personnel Management Regulations, as amended, relating to use of accruals while on leave without pay, apply to all employees covered by this Resolution.

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 all 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 "County Health and Dental Plan Contribution Rates," Section 2.13 "Retirement Coverage," Section 2.14 "Calculation of Premiums," Section 2.15 "Layoff and Other Loss of Coverage," Section 2.16 "Health Plan Coverages and Provisions," and Section 2.17 "Family Member Eligibility."

b. Employees in classifications who receive health care coverage from CalPERS: The following Sections apply to all employees in the classifications listed in Exhibit F: Section 2.18 "CalPERS Controls," Section 2.19 "Contra Costa Health Plan (CCHP)," Section 2.20 "CalPERS Health Plan Monthly Premium Subsidy," Section 2.21 "CalPERS Retirement Coverage," Section 2.22 "CalPERS Premium Payments," and Section 2.23 "Dental Plan - CalPERS Participants."

c. General provisions: The following Sections apply to all employees in all the classifications covered by this Resolution: 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," and Section 2.31 "Prevailing Section."

2.A. Employees In Classifications Who Receive Health Care Coverage From County Plans

2.11 Health Plan Coverages: Effective on January 1, 2000, 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 Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

a. Contra Costa Health Plans (CCHP), Plan A
b. Contra Costa Health Plans (CCHP), Plan B
c. Kaiser Permanente Health Plan
d. Health Net HMO
e. Health Net PPO
f. Delta Dental
g. PMI Delta Care Dental

2.12 County Health and Dental Plan Contribution Rates:

a. Through December 31, 2009, the County will pay the following monthly premium subsidies for employees and their eligible family members for these health and dental plans:

1. Contra Costa County Health Plans, Plan A, ninety-eight percent (98%).
2. Contra Costa County Health Plans, Plan B, ninety percent (90%).
3. Kaiser Permanente Health Plan, eighty percent (80%).
4. Health Net HMO, eighty percent (80%).
5. Health Net PPO, sixty-six and 27/100 percent (66.27%), provided that the County will pay only fifty percent (50%) of any premium increase in calendar year 2009.
6. Delta Dental and PMI Delta Care Dental when combined with Contra Costa County Health Plans, Plan A or Plan B, ninety-eight percent (98%).
7. Delta Dental when combined with Kaiser Permanente Health Plan, Health Net HMO or Health Net PPO, seventy-eight percent (78%).
8. PMI Delta Care Dental when combined with Kaiser Permanente Health Plan, Health Net HMO, or Health Net PPO, seventy-eight percent (78%).
9. Delta Dental or PMI Delta Care Dental for employees who do not receive any health care coverage from the County (or from CalPERS), one hundred percent (100%) less one cent ($.01).

b. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for each health and dental plan listed above that is equal to the actual dollar premium subsidy that is paid by the County for calendar year 2009. The amount of the County subsidy that is paid for employees and eligible family members will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health or dental plan. If the County contracts with a health 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 health or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

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(a) for eligible retirees and their eligible family members until December 31, 2009. Beginning on January 1, 2010, the County will pay the same monthly premium subsidies for eligible retirees and their eligible family members as set forth in Section 2.12(b).

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 any county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the chosen health 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:

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 Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage and County subvention to which similarly situated retirees who did not defer retirement are entitled.

5. Deferred retirees may elect continued health benefits hereunder after retirement and may elect not to maintain participation in their County health and/or dental plan during their deferred retirement period, in which case they and their eligible family members will qualify for the same coverage and County subvention in any County health and/or dental plan when they begin to receive retirement benefits as similarly situated retirees who did not defer retirement are entitled, provided such reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for health/dental plans as active/retired employees.

8. This subpart b "Employees Who File for Deferred Retirement" does not apply to any employee in any classification listed in Exhibit F.

c. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (a) and (b), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Resolution.

d. Subject to the provisions of Section 2.13 subparts (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 Calculation of Premiums:

a. For employees and retirees (and their eligible family members) who are hired by the County prior to January 1, 2009, the monthly premium cost for each health and dental plan will be determined by combining the actual premium cost for employees (and eligible family members) and the actual premium cost for retirees (and eligible family members). This will establish a single premium for each health and dental plan without separating employees from retirees.

b. For employees and retirees (and their eligible family members) who are hired by the County on or after January 1, 2009, the monthly premium cost for each health and dental plan will be determined by separating the actual premium cost for employees (and eligible family members) from the actual premium cost for retirees (and eligible family members). This will establish separate premiums for each health and dental plan for these employees and retirees.

2.15 Layoff and Other Loss of Coverage:

a. If a husband and wife both work for the County and one (1) of them 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.

2.16 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: Permanent part-time employees working nineteen (19) hours per week or less and permanent-intermittent employees may participate in the County Health or Dental plans (with the associated life insurance benefit) at the employee's full expense.

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 are 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.

2.17 Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a medical or dental plan Subscriber:

a. The Subscriber's Legal Spouse.

b. The Subscriber's Qualified Domestic Partner.

c. Children of the Subscriber, the Subscriber's spouse, or the Subscriber's Qualified Domestic Partner who are unmarried and are:

1. Under 19 years of age.

2. Age 19 and over, who are dependent qualifying children as defined by the Internal Revenue Service in Publication 501.

3. Age 19 and over, disabled and incapable of sustaining employment due to a physical or metal disability that existed prior to the child's attainment of

age 19, and who are qualifying dependent children as defined by the Internal Revenue Service in Publication 501.

4. Children who qualify as "dependent children" include natural children, step-children, adopted children, and any children specified in a Qualified Medical Support Order or similar court order.

2.B. Employees In Classifications Who Receive Health Care Coverage From CalPERS

2.18 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 health plan issues for employees who receive health care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.

2.19 Contra Costa Health Plan (CCHP): Because CCHP has met the minimum standards requred 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.

2.20 CalPERS Health Plan Monthly Premium Subsidy: The County's subsidy to the CalPERS monthly health plan premiums are as provided below. The employee must pay any CalPERS health plan premium costs that are greater than the County's subsidies identified below.

a. County Premium Subsidy Through December 31, 2009. Through December 31, 2009, the County will pay a monthly premium subsidy for the CalPERS health plan chosen by the employee in an amount not to exceed eighty-seven percent (87%) of the PERS Bay Area/Sacramento Kaiser premium at each level (employee only, employee + one, employee + two or more).

b. County Premium Subsidy On and After January 1, 2010. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for each CalPERS health plan chosen by the employee that is equal to the actual dollar monthly premium subsidy that was paid by the County for calendar year 2009 for that plan, or the CalPERS statutory minimum employer monthly premium subsidy, whichever amount is greater. In no event will the subsidy paid by the County be more than 100% of the premium cost. The amount of the County subsidy that is paid for employees and eligible family members will thereafter be a set dollar amount and will not be a percentage of the CalPERS Bay Area/Sacramento Kaiser premium. If CalPERS changes the plans it offers, then the County's premium subsidy for the new plan(s) will not exceed the actual dollar equivalent of eight-seven percent (87%) of the PERS Bay Area/Kaiser premium at each level (employee only, employee + one, employee + two or more) as of December 31, 2009.

2.21 CalPERS Retirement Coverage: Government Code section 22892 applies to all employees in those classifications listed in Exhibit F.

2.22 CalPERS Premium Payments: Employee participation in any CalPERS health 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.

2.23 Dental Plan - CalPERS Participants:

a. Employees in the classifications listed in Exhibit F 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 Premium Subsidy:

1. Through December 31, 2009, the County's monthly premium subsidies for dental plan premiums are as set forth below. The employee will pay any dental plan premium costs that are greater than the County's premium subsidies set forth below.

i. Dental with Health Plan: The County premium subsidy for those enrolled in a CalPERS Plan, other than the CCHP alternative, will be seventy-eight percent (78%) of the monthly dental plan premium. The County premium subsidy for those enrolled in the CalPERS Plan CCHP alternative will be ninety-eight percent (98%) of the monthly dental plan premium.

ii. Dental only: Employees who elect dental coverage and who receive no health coverage from the County, including from CalPERS, will pay one cent ($.01) per month for dental only coverage.

2. The provisions of Section 2.12, subparts (b) and (c), relating to the County subsidies for dental coverage, apply on and after January 1, 2009.

c. As to dental coverage only, the following Sections apply to all classifications listed in Exhibit F: Section 2.13 "Retirement Coverage," Section 2.14 "Calculation of Premiums," Section 2.15 "Layoff and Other Loss of Coverage," Section 2.16 "Health Plan Coverages and Provisions," and Section 2.17 "Family Member Eligibility Criteria."

2.C. All Employees

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 as necessary to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.

c. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and will be treated as regular sick leave accruals.

d. To receive credits under this plan, an employee must have permanent status, have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence, and have medical verification of need.

e. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, personal holiday, compensatory time or holiday compensatory time accounts.

Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

f. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

g. Each recipient is limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor is limited to one hundred twenty (120) hours per calendar year.

h. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

i. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee may limit benefits in accordance with available contributions and choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee has fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

j. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

2.27 Health Care Spending Account: After six (6) months of permanent employment, 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 five thousand dollars ($5,000) 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.

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 offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars ($5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

2.30 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.

2.31 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.

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. **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.

5. **Retirement Contribution:** Pursuant to Government Code Section 31581.1, the County will pay fifty percent (50%) of the retirement contributions normally required of members. Employees are responsible for payment of the employee's contribution for the retirement cost-of-living program as determined by the Board of Retirement of Contra Costa County Employees' Retirement Association without the County paying any part of the employee's share. The County will continue to pay the employer's share of the retirement cost-of-living program contribution.

6. **414H2 Participation**: The County will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the County Auditor–Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as is required by statute.

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 during calendar year 2007, employees will receive eighty percent (80%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. For all accepted workers' compensation claims filed with the County on or after January 1, 2008, employees will receive eighty 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 in unrepresented, management, and exempt classifications are overtime exempt and are not eligible for overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Instead, these employees are awarded Annual Management Administrative Leave in recognition of the extra burden their job responsibilities may sometimes place on their work schedules. However, unrepresented, management, and exempt employees may be made eligible for 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 overtime pay, only. These employees are NOT eligible for holiday pay, overtime compensatory time, or holiday compensatory time. Employees on the Overtime Exempt Exclusion List are also 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 the County

Administrator's memo of November 6, 2002, as may be amended.

Employees may be approved for placement on the Overtime Exempt Exclusion List if and when they are assigned to a special or temporary project or task that requires persistent, excess work hours, without relief from their regular job duties. Overtime pay will not be authorized as a means to address normal staffing or operational issues.

11.11 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 work exceeding eight (8) hours in a day or forty (40) hours in a week.

11.12 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.

11.13 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.

11.14 Deep Classes: No provision of this Resolution regarding terms and conditions of employment supersedes any provision of any Deep Class Resolution.

11.15 Administrative Provisions: The County Administrator may establish guidelines, bulletins or directives as necessary to further define or implement the provisions of this resolution.

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. In lieu of subsection a, employees in positions ineligible to receive vacation or sick leave accruals or to convert a portion of those accruals to cash under the terms of this Resolution are eligible to receive 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 employee qualifies for the ten (10) year service award.

c. This section does not apply to employees who are eligible to receive the Nurse Manager Longevity Differentials set forth in Section 51.

d. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who were receiving this benefit as of March 31, 2007.

e. 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. In lieu of subsection a, employees in positions ineligible to receive vacation or sick leave accruals or to convert a portion of those accruals to cash under the

terms of this Resolution are eligible to receive an additional two and one-half percent (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 employee qualifies for the fifteen (15) year service award. For employees who completed fifteen years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.

c. This section does not apply to employees who are eligible to receive the District Attorney Inspectors Longevity Differential set forth in Section 38, the Nurse Manager Longevity Differentials set forth in Section 51, or the Sheriff Law Enforcement Longevity Differential set forth in Section 63.

d. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who were receiving this benefit as of March 31, 2007.

e. 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 Incentive:** The County will contribute eighty-five dollars ($85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan as indicated below.

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

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty-five dollar ($85) Deferred Compensation Incentive. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions

either because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

14. **Annual Management Administrative Leave:**

A. On January 1st of each year, full-time unrepresented, management, and exempt employees in paid status will be credited with seventy (70) hours of paid Management Administrative Leave. This 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 34.)

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:**

A. Employees may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.

B. 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.

17. **Professional Development Reimbursement:** Employees (excluding Department Heads, their Chief Assistant(s), Engineering Managers, and all Attorney classes) are eligible for reimbursement of up to six hundred twenty-five dollars ($625) for each two (2) year period beginning on January 1, 1999, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

    Each professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be answered by the Office of the County Administrator.

18. **Sick Leave Incentive Plan:** Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is subject to the following conditions:

    A. The employee must have resigned in good standing.

    B. Payout is not available if the employee is eligible to retire.

    C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.

    D. Payout is by the following schedule:

Years of Payment Continuous Service	Payment of Unused Sick Leave Payable
3 – 5 years	30%
5 – 7 years	40%
7 plus years	50%

E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.

F. It is the intent of the Board of Supervisors that payments made pursuant to this section are in lieu of County retirement benefits resulting from employment by this County or by Districts governed by this Board.

19. **Video Display Terminal (VDT) 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 VDT eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic VDT eye wear consisting of a ten dollar ($10) 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:** Except as provided in Subsection D, the County Administrator and the following appointed Department Heads and elected Department Heads are eligible to receive a monthly 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 the automobile allowance means that the recipients must furnish a private automobile for County business. Allowance is made as follows:

A. County Administrator = $600 per month

B. Elected Department Heads = $600 per month

Assessor	District Attorney
Auditor–Controller	
Clerk–Recorder	Treasurer–Tax Collector

C. Appointed Department Heads = $600 per month

Agricultural Commissioner/Director of Weights and Measures
Chief Assistant County Administrator
County Counsel
County Librarian
County Probation Officer
County Veteran's Service Officer
County Welfare Director
Director of Animal Services
Director of Child Support Services
Director of Conservation and Development
Director of General Services
Director of Health Services
Director of Human Resources
Director of Information Technology
LAFCO Director
Public Defender
Public Works Director
Retirement Administrator

D. Sheriff-Coroner = $500 per month, plus mileage for miles driven inside and outside of Contra Costa County.

E. If use of a County vehicle is temporarily required as a result of an emergency such as an accident or mechanical failure to the recipient's personal automobile, with the approval of the General Services Department, a County vehicle may be utilized. The General Services Department will charge the recipient's department for the cost of the County vehicle usage consistent with County Policy.

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 2.12.

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, I-phones, 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 Librarian, County Probation Officer, County Veteran's Services Officer, County Welfare Director, Director of Animal Services, Director of Child Support Services, Director of Conservation and Development, Director of General Services, Director of Health Services, Director of Human Resources, Director of Information Technology, Public Defender, Public Works Director, and Retirement Administrator.

25. **Elected Department Heads:** The Elected Department Heads are the Assessor, Auditor–Controller, Clerk–Recorder, District Attorney–Public Administrator, Sheriff–Coroner, and Treasurer–Tax Collector.

26. **Elected Department Head 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:

    A. The benefits provided under Part I, Sections 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.19, 2.20, 2.21, 5, 6, 7, 8, 10, and 11.12.

    B. The benefits provided under Part II, Sections 12, 13, and 20.

    C. 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.

    D. The benefits provided under Part III, Sections 21, 22, and 23.

IV. SPECIAL BENEFITS FOR MANAGEMENT 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. **Agriculture Department Differential:** The classes of Deputy Sealer Weights/Measure (BWHA) and Deputy Agricultural Commissioner (BAHA) will receive a differential of three and one-half percent (3.5%) of base monthly salary for possession of either a valid Commissioner License or a valid Sealer of Weights and Measures License.

29. **Angiogram Differential:** Employees in the classes of Diagnostic Imaging Manager (V8HB) and Assistant Diagnostic Imaging Manager (V8HC) when performing an angiogram other than on day shift, Monday through Friday, will be additionally compensated at a flat rate of five hundred dollars ($500) per procedure.

30. **Animal Services Search Warrant:** Employees in the Management classes of Deputy Director of Animal Services (BJDF) and Animal Services Lieutenant (BJHB) will be compensated for time spent in assisting law enforcement agencies in the serving of search warrants. The amount of special compensation per incident is one hundred dollars ($100) and it will continue to be equal to that paid to Animal Services Officers for performing this duty. Only employees involved in actual entry team activities will be so compensated. The department continues to retain the sole right to select and assign personnel to such search warrant duty.

31. **Animal Services Uniform Allowance:** The uniform allowance for employees in the Management classifications of Animal Services Lieutenant (BJHB) and Deputy Director of Animal Services (BJDF) is eight hundred dollars ($800) effective July 1, 2001, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. Any other increase in the Uniform Allowance, which may be granted to Animal Services Officers while this Resolution is in effect, is granted to the Animal Services Management classes.

32. **Attorney State Bar Dues:** The County will reimburse employees in the classes listed in Section 33 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.

33. **Attorney Management Administrative Leave:**

A. On January 1st of each year, full time unrepresented, management, and exempt attorneys in paid status in the Offices of the District Attorney, County Counsel, Public Defender, Child Support Services, and the Contra Costa County Employees' Retirement Association, excluding fixed-term and contract attorneys, will be credited with eighty (80) 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 eighty (80) hours of Management Administrative Leave on the first succeeding January 1st and annually thereafter. Attorneys appointed on or after July 1st are eligible for sixty (60) hours of Management Administrative Leave on the first succeeding January 1st and are eligible for eighty (80) 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 pro rated 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.

34. **Attorney Professional Development Reimbursement:** The County will reimburse employees in the below-listed Management attorney classifications 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).

The eligible classes are as follows:

Assistant County Counsel
Assistant County Counsel-Exempt
Assistant Public Defender
Assistant Public Defender-Exempt
Asst. Chief Deputy District Atty-Exempt
Chief Deputy District Attorney-Exempt
Chief Asst. County Counsel-Exempt
Chief Asst. Public Defender- Exempt
Civil Litigation Attorney-Deep Class
County Counsel
Deputy County Counsel-Deep Class
District Attorney-Public Administrator
Senior Financial Counsel - Exempt
Chief Trial Deputy Public Defender
Public Defender
Senior Deputy District Attorney-Exempt
Supervising Attorney - Child Support Services
Attorney - Advanced Child Support Services
Attorney - Basic Child Support Services
Attorney - Entry Child Support Services
Retirement General Counsel-Exempt

35. **Assessor Education Differential:** Employees in the Management classes of Principal Appraiser (DADC), Supervising Appraiser (DAHC), Supervising Auditor-Appraiser (DRNA), Assistant County Assessor (DABA) and Assistant County Assessor-Exempt (DAB1) is 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.

36. **Assessor Mileage Reimbursement:** Effective October 1, 1999, in lieu of additional mileage reimbursement, the salaries of the Supervising Appraiser (DAHC) and Supervising Auditor-Appraiser (DRNA) classifications are increased by one (1) level. Beginning January 1, 2000, mileage allowance for use of their personal vehicles on County business will be paid at the rate allowed by the Internal Revenue Service.

37. **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. 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.

38. **District Attorney Inspectors Longevity Differential:** Incumbents of the classes of District Attorney Chief of Inspectors–Exempt (6KD1), District Attorney Lieutenant of Inspectors (6KNB), and Lieutenant of Inspectors–Welfare Fraud (6KWG) are eligible for a differential of five percent (5%) of base monthly salary when the following conditions are satisfied: The employee has (1) four (4) years of experience as a peace officer with Contra Costa County; (2) fifteen (15) years of P.O.S.T. experience; and (3) has reached the age of thirty-five (35).

39. **District Attorney Inspector P.O.S.T.:** Incumbents of the classes of District Attorney Lieutenant of Inspectors (6KNB), 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 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 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 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 contining education is required in order to be entitled to any of the foregoing allowances.

40. District Attorney Investigator - Safety Employees Retirement Tier; Contribution Toward Cost of Enhanced Retirement Benefit :

40.10 Retirement Tier. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth in Subsection 40.12, below. 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) month salary average. Each employee will pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of these safety retirement benefits. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

40.11 Employees with more than 30 years of Service. Commencing on July 1, 2007, eligible employees in the classifications set forth in Subsection 41.12, 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 the safety retirement benefit.

40.12 Eligible Employees.

This section applies only to the following classifications:

District Attorney Chief of Inspectors-Exempt (6KD1)
District Attorney Lieutenant of Inspectors (6KNB)
Lieutenant of Inspectors-Welfare Fraud (6KWG)

41. Employment and Human Services Division Manager Differential: Employees in the classification of Employment and Human Services Division Manager (XADD) are eligible to receive a 5% salary differential for a special project assignment. The qualifying special project must involve executive leadership, management, oversight, and supervision of operational division managers. The employee must be assigned to the qualifying special project by the Director of Employment and Human Services and the Director must approve the differential. The duration of the differential may not exceed

twenty four (24) months, even if the special project assignment is longer. When approved, the differential will become effective on the first day of the following month. No more than two (2) employees may receive this differential at the same time, even though there may be more than two (2) special project assignments.

42. **Engineer Continuing Education Allowance**: Public Works employees in the classifications of Associate Civil Engineer (NKVC), Assistant County Surveyor (NSGA), Engineering Technician Supervisor–Construction (NSHE), Engineering Technician Supervisor–Land Surveyor (NSHD), Engineering Technician Supervisor–Materials Testing (NSHC), Deputy Public Works Director-Exempt (NAD0) Senior Civil Engineer (NKHA), Senior Traffic Engineer (NKHB), Senior Hydrologist (N9HC) and Supervising Civil Engineer (NKGA) 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.

43. **Engineer Professional Development Reimbursement**: Employees in the classification of 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 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.

44. **Engineer Structural Registration Differential:** Incumbents of the management classes of Structural Engineer-Building Inspection (NESB), Senior Structural Engineer-Building Inspection (NEVB), Supervising Structural Engineer-Building Inspection (FADB), and Principal Structural Engineer-Building Inspection (NCHA), employed in the County Building Inspection Department who possess a valid Certificate of Authority to use the title "Structural Engineer" issued by the California State Board of Registration for Professional Engineers, are entitled to receive a differential of five percent (5%) of the base monthly salary.

45. **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.

46. **Nursing Shift Coordinator, Staff Nurse-Per Diem, and Staff Advice Nurse-Per Diem Holiday Pay:** Permanent full time, permanent part-time and permanent-intermittent employees in the classification of Nursing Shift Coordinator (VWHH), who work on a holiday, are entitled to receive their choice of overtime pay or compensatory time credit for all hours worked, up to a maximum of eight (8) hours. Employees in the classifications of Nursing Shift Coordinator - Per Diem (VWHD), Staff Nurse - Per Diem (VWWA), and Staff Advice Nurse - Per Diem (VWXF), who work on a holiday, will be compensated at one and one-half (1.5) times the hourly rate for all hours worked, up to a maximum of eight (8) hours. This provision is effective on November 1, 2006.

47. **Staff Nurse-Per Diem and Staff Advice Nurse-Per Diem Overtime Pay:** Employees in the classifications of Staff Nurse-Per Diem and Staff Advice Nurse-Per Diem, who are unrepresented and paid on an hourly basis, will be compensated at the rate of one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized work in excess of eight (8) hours in a day.

48. **Staff Nurse-Per Diem Differentials:** Effective September 1, 2003, employees in the classification of Staff Nurse-Per Diem, who are unrepresented and paid on an hourly basis, are eligible for the following differentials under the stated circumstances:

A. Evening Shift. An employee who works an evening shift of four (4) hours or more between the hours of 5:00 p.m. and 11:00 p.m. will be paid a shift differential of twelve percent (12%) of the employee's base rate of pay.

B. Night Shift. An employee who works a night shift of four (4) hours or more between

the hours of 11:00 p.m. and 8:00 a.m. will be paid a shift differential of fifteen percent (15%) of the employee's base rate of pay.

C. Detention Facility Assignment. An employee who works in a County Detention Facility (including Martinez, West County, Marsh Creek, Byron Boys Ranch, and Juvenile Hall) will be paid a differential of ten percent (10%) of the employee's base rate of pay.

D. Emergency Department Differential. An employee who works in the Emergency Department of Contra Costa Regional Medical Center will be paid a differential of five percent (5%) of the employee's base rate of pay.

E. Code Gray/STAT Team Differential. An employee who is assigned by administration to respond to emergency Code Gray calls as a member of the STAT Team will be paid a differential of ten percent (10%) of the employee's base rate of pay.

49. **Staff Advice Nurse-Per Diem Shift Differentials**: Effective September 1, 2003, employees in the classification of Staff Advice Nurse-Per Diem, who are unrepresented and paid on an hourly basis, are eligible for the following differentials under the stated circumstances:

A. Evening Shift. An employee who works an evening shift of four (4) hours or more between the hours of 5:00 p.m. and 11:00 p.m. will be paid a shift differential of twelve percent (12%) of the employee's base rate of pay.

B. Night Shift. An employee who works a night shift of four (4) hours or more between the hours of 11:00 p.m. and 8:00 a.m. will be paid a shift differential of fifteen percent (15%) of the employee's base rate of pay.

50. **Nursing Shift Coordinator Differentials**: Effective September 1, 2003, employees in the classification of Nursing Shift Coordinator are eligible for the following differentials under the stated circumstances:

A. Evening Shift. An employee who works an evening shift of four (4) hours or more between the hours of 5:00 p.m. and 11:00 p.m. will be paid a shift differential of twelve percent (12%) of the employee's base rate of pay.

B. Night Shift. An employee who works a night shift of four (4) hours or more between the hours of 11:00 p.m. and 8:00 a.m. will be paid a shift differential of fifteen percent (15%) of the employee's base rate of pay.

C. Code Gray/STAT Team Differential. An employee who is assigned by administration to respond to emergency Code Gray calls as a member of the STAT Team will be paid a differential of ten percent (10%) of the employee's base rate of pay.

51. **Nurse Manager Longevity Differentials**. Employees in the classifications listed in subsection 51.14, below, are eligible for the following longevity differentials:

51.10 Seven Years of Service. Employees who have completed seven (7) years of

appointed 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 completes seven years of service. For employees who completed seven (7) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

51.11 Ten Years of Service. Employees who have completed ten (10) years of appointed 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 ten (10) year service award, for a total longevity differential of five percent (5%). For employees who completed ten (10) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

51.12 Fifteen Years of Service. Employees who have completed fifteen (15) years of appointed service for the County are eligible to receive a 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 a total longevity differential of seven and one-half percent (7.5%). For employees who completed fifteen (15) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

51.13 Twenty Years of Service. Employees who have completed twenty (20) years of appointed 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 completes twenty years of service, for a total longevity differential of ten percent (10%). For employees who completed twenty (20) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

51.14 Eligible Classes.

This section applies only to the following classifications:

Chief Nursing Officer-Exempt (VWD1)
Nursing Program Manager (VWHF)
Nursing Shift Coordinator (VWHH)
Director of Ambulatory Care Nursing Services (VWDC)
Ambulatory Care Clinical Supervisor (VWHJ)
Director, Inpatient Nursing Operations (VWDF)
Chief of Detention Health Nursing Services (VWDG)

52. **Environmental Analyst III, Planner III, and Environmental Planner Assignment Differential:** Incumbents in the classes of Environmental Analyst III (5RTA), Planner III (5ATA), and Environmental Planner (5ATC) may be given a five percent (5%) or ten percent (10%) base monthly salary differential at the discretion of the Department Head while engaged on special project assignments with major political and/or financial impact. Differentials become effective on the first of the month following the month approved, and terminate on the last day of the month in which the assignment is completed, unless terminated earlier by the Department Head. All differential assignments will be reviewed on July 1 of each year to determine what level of differential, if any, will continue to be paid.

53. **Podiatrists / Optometrists Unrepresented Status:** In addition to all general benefits afforded Unrepresented employees in Section I of this Resolution, the classes of Exempt Medical Staff Podiatrist (VPS2) and exempt Medical Staff Optometrist (VPS1) are also eligible for the following benefits:

Educational Leave. Each permanent full-time employee with at least one (1) year of service are entitled to five (5) days leave with pay each year to attend courses, institutions, workshops or classes which meet requirements for American Medical Association Category One Continuing Medical Education. Requests must be submitted for approval in advance to the Medical Director and Service Chief. Permanent part-time employees are entitled to educational leave under this section on a pro-rated basis.

Long-Term Disability Insurance: The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits.

Malpractice Coverage. The County will provide coverage under the Continuing Practice Physician's Insurance Plan.

Paid Personal Leave. Permanent full-time employees with three (3) years of service will be credited with five (5) days of non-accruable paid personal leave effective January 1 of each calendar year. Balances not used will be returned to zero (0) at the end of each year. Permanent part-time employees are entitled to paid personal leave under this section on a pro-rated basis.

54. **Probation - Safety Employees Retirement Tier; Contribution Toward Cost of Enhanced Retirement Benefit:**

54.10 Retirement Tier. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth in Subsection 54.11, below. 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) month salary average. Each employee will pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of these safety retirement benefits. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

54.11 Eligible Employees.

This section applies only to the following classifications:

Assistant Chief Public Service Officer (64BA)
Chief Deputy Probation Officer (7ADC)
County Probation Officer- Exempt (7AA1)
Institutional Supervisor II (7KGA)
Probation Manager (7AGB)

55. **Public Works Maintenance Managers Scheduled Day Off:** When a holiday falls on a Friday that is a regularly scheduled day off for Public Works field maintenance employees and those employees take the next Monday off as their regularly scheduled

day off pursuant to their Memorandum of Understanding, employees in the classifications of Public Works Maintenance Supervisor (PSHB), Public Works Assistant Field Operations Manager (PSGA), Public Works Resources Manager (PSSD), Vegetation Management Supervisor (GPHG), and Public Works Field Operations Manager (PSFB) who supervise, oversee, or support the field maintenance employees, must also take the next Monday off as their regularly scheduled day off, or they lose the day off.

56. **Public Works Emergency Work Differential:** Employees in the classifications of Public Works Maintenance Supervisor (PSHB), Public Works Assistant Field Operations Manager (PSGA), and Vegetation Management Supervisor (GPHG) who are required by the Public Works Director or his designee to work in response to an "emergency," will be compensated at the rate of one (1.00) times their base rate of pay (excluding differentials) for authorized work performed in excess of their regularly scheduled work day or work week.

57. **Public Works Seasonal Construction Differential:** Employees in the classifications of Public Works Maintenance Supervisor (PSHB), Public Works Assistant Field Operations Manager (PSGA), and Vegetation Management Supervisor (GPHG) who are scheduled by the Public Works Director or his designee to work during the "construction season," will be compensated at the rate of one (1.00) times their base rate of pay (excluding differentials) for all authorized work performed in excess of their regularly scheduled work day or work week.

58. **Public Works Maintenance Managers Education Allowance:** Employees in the classifications of Public Works Field Operations Manager (PSFB), Public Works Assistant Field Operations Manager (PSGA), Public Works Maintenance Supervisor (PSHB), Vegetation Management Supervisor (GPHG), and Public Works Resources Manager (PSSD) 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 sixty (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 of course work 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.

59. **Real Property Agent Advanced Certificate Differential:** Employees in the management classes of Assessor (DAA1), Assistant County Assessor (DAB1), Lease Manager (DYDB), Principal Real Property Agent (DYDA) and Supervising Real Property Agent (DYNA) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possession of a valid Senior Member Certificate issued by the International Executive Committee of the International Right of Way Association. 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.

60. **Sheriff Sworn Management P.O.S.T.:** Incumbents of the classes of Sheriff-Coroner (6XA1), Undersheriff–Exempt (6XB4) 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 of the following career incentive allowances:

A. A career incentive allowance of two and one-half percent (2.5%) 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.

B. A career allowance of five percent (5%) 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.

61. **Sheriff Continuing Education Allowance:** Sheriff's Department employees in the classes of Sheriff's Fiscal Officer (64SJ), Sheriff's Chief of Management Services (APDC), Administrative Services Assistant III (APTA), Sheriff's Director of Property and Evidence (64FG), Detention Services Supervisor (64HA), Inmate Industries Engraving Program Supervisor (64HG), Inmate Industries Supervisor (64HF), Manager-Central Identification Services (64DB), Records Manager (64HE), Sheriff's CAD/RMS Systems Manager (PEDG),Sheriff's Communications Center Director (64NC), Sheriff's Director of Food Services (64FF), Sheriff's Director of Support Services (6AFE), Sheriff's Telecommunication Technology Manager (PEDD), and Forensics Manager (6CGA) are eligible to receive a two and one-half percent (2.5%) of base monthly salary Continuing Education Allowance 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 combination thereof, approved by the department, subject to 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.

62. **Sheriff Emergency Services Standby Differential:** Employees in the classes of Emergency Planning Specialist–Exempt (9GS1), Emergency Planning Coordinator (9GSA), Senior Emergency Planning Coordinator (9GWB) and County Emergency Services Manager (9GGA) who perform standby duty of 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.

63. **Sheriff Law Enforcement Longevity Differential:** Incumbents in the classifications of Sheriff-Coroner (6XA1), Undersheriff (6XB4), and Commander (6XD1) 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.

64. **Sheriff Uniform Allowance:** The Sheriff-Coroner (6XA1) 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 management employees eligible for this uniform allowance are: Sheriff's Fiscal Officer (64SJ), Sheriff's Chief of Management Services (APDC), Supervising Sheriff's Dispatcher (64HD), and Sheriff's Communications Center Director (64NC).

65. **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.

66. **Sheriff - Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit:**

66.10. Safety Tier A. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth in Subsection 67.15, 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) month salary average. Beginning on October 1, 2006 and continuing through the remainder of the term of the 2005-2008 Memorandum of Understanding between the Deputy Sheriff's Association and the County and any extensions thereof, each employee will pay three percent (3%) of his or her retirement base to pay part of the employer's contribution towards the cost of Safety Tier A. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differentials and flat rate pay allowances, used to compute retirement deductions.

66.11 Safety Tier C. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth in Subsection 67.15, below, who are hired by the County after December 31, 2006. 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 their highest thirty-six (36) month salary average. Beginning on January 1, 2007 and continuing through the remainder of the term of the 2005-2008 Memorandum of Understanding between the Deputy Sheriff's Association and the County and any extensions thereof, each employee will pay two and one-tenths percent (2.1%) of his or her retirement base to pay part of the employer's contribution towards the cost of Safety Tier C. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. All other safety tiers are closed to employees hired by the County after December 31, 2006. "Retirement base" means base salary and other payments, such as salary differentials and flat rate pay allowances, used to compute retirement deductions.

66.12 Rehires. Should an employee in any of the classifications set forth in Subsection 66.15, below, leave County service and thereafter be rehired, that employee will be placed in the retirement tier for which he or she is then eligible in accordance with the County Employees Retirement Law as determined by the Contra Costa County Employees' Retirement Association.

66.13 Employees with more than 30 years of Service. Commencing January 1, 2007, employees in the classifications set forth in Subsection 67.15, 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 the safety retirement benefit.

66.14 Retirement Tier Elections. If members of the Deputy Sheriffs' Association have the opportunity to elect different retirement tiers, employees in the classifications set forth in Subsection 66.15, below, and employed by the County as of December 31, 2006, will be offered the same opportunity to elect new safety retirement tiers at the same time and on the same terms and conditions that are applicable to members of the Deputy Sheriffs' Association.

66.15 Eligible Employees.
This section applies only to the following classifications:

Sheriff-Coroner
Under Sheriff- Exempt
Assistant Sheriff
Chief Deputy Sheriff-Exempt
Commander

67. **Treasurer-Tax Collector Professional Development Differential:** Incumbents of the following listed classifications in the Treasurer-Tax Collector's Department 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 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.

Eligible classes are:

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)
Treasurer's Accounting Officer (S5SG)
Treasurer's Investment Operations Analyst (S5SD)
Tax Operations Supervisor (S5HC)

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.)

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

ATTESTED: February 24, 2008
DAVID TWA, Clerk of the Board of Supervisors and County Administrator

By C. Nelson, Deputy

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
SAWA	ACCOUNTANT I
SAVA	ACCOUNTANT II
SATA	ACCOUNTANT III
APT1	ADMINISRATIVE SVCS ASST III-PR
AP7A	ADMINISTRATIVE AIDE-DEEP CLASS
AP73	ADMINISTRATIVE AIDE-PROJECT
APWA	ADMINISTRATIVE ANALYST
APW1	ADMINISTRATIVE ANALYST-PROJECT
AP9A	ADMINISTRATIVE INTERN-DEEP CLS
ADSG	ADMINISTRATIVE SUPPORT ASST
APVA	ADMINISTRATIVE SVCS ASST II
APTA	ADMINISTRATIVE SVCS ASST III
APV2	ADMINISTRATIVE SVCS ASST II-PR
APDB	ADMINISTRATIVE SVCS OFFICER
3AGF	ADULT LITERACY PROGRAM MANAGER
VWHK	ADVICE NURSE MANAGER
VWHN	ADVICE NURSE SUPERVISOR
AJDB	AFFIRMATIVE ACTION OFFICER
V9HH	AFTER SCHOOL PROGRAM SUPV
XQVB	AGING & ADULT SVCS SR STAFF AS
XQWC	AGING & ADULT SVCS STAFF ASST
XQD2	AGING/ADULT SVCS DIRECTOR-EX
BAA1	AGRICULTURAL COM-DIR WTS/MEAS
V7DB	AIDS PROGRAM DIRECTOR
9BDA	AIRPORT BUS AND DEV MANAGER
9BSB	AIRPORT ENVIRON & COM REL OFCR
9BHC	AIRPORT OPERATIONS MANAGER
VHD1	ALCOHOL/OTHER DRUG SVCS DIR-EX
VADB	AMBULATORY CARE ADMIN
VWHJ	AMBULATORY CARE CLIN SUPV
VAHC	AMBULATORY CARE REG MANAGER
BJHC	ANIMAL CENTER OPERATIONS SUPV
BKS1	ANIMAL CLINIC VETERINARIAN
BJHB	ANIMAL SVCS LIEUTENANT
BJSS	ANIMAL SVCS VOLUNTEER COORD
AD91	APPEALS OFFICER
XQGD	AREA AGENCY ON AGING PRGM MNGR
DAA1	ASSESSOR
JJNG	ASSESSOR'S CLERICAL STAFF MNGR
APSF	ASSESSOR'S CUSTOMER SERV COORD
VCS1	ASSIST TO HLTH SVC DIR - EX
9MD3	ASSISTANT DIRECTOR-PROJECT

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
NEVA	ASSOC CAPITAL FAC PROJ MANAGER
NKVC	ASSOC CIVIL ENGINEER
N4HA	ASSOC TRAFFIC ENGINEER
NEWC	ASST CAPITAL FAC PROJ MANAGER
VIHA	ASST CHIEF CARD SUPPORT SVCS
64BA	ASST CHIEF PUBLIC SVC OFFICER
VHGF	ASST CLINICAL LAB MANAGER
VASG	ASST CONTRACTS ADMINISTRATOR
AGA2	ASST COUNTY ADM-DIR HUMAN RESC
ADB4	ASST COUNTY ADMINISTRATOR
DABA	ASST COUNTY ASSESSOR
DAB1	ASST COUNTY ASSESSOR-EXE
SAB1	ASST COUNTY AUDITOR CONTROLLE
2ED1	ASST COUNTY COUNSEL-EXEMPT
3ABA	ASST COUNTY LIBRARIAN
3AB1	ASST COUNTY LIBRARIAN-EXEMPT
ALB3	ASST COUNTY RECORDER-EXEMPT
ALB1	ASST COUNTY REGISTRAR-EXEMPT
S5DF	ASST COUNTY TAX COLLECTOR
S5B4	ASST COUNTY TREASURER-EXEMPT
V8HC	ASST DIAGNOSTIC IMAG MNGR
9BNA	ASST DIR OF AIRPORTS
VLGA	ASST DIR OF ENV HLTH SVCS
VLFA	ASST DIR OF HAZ MAT PROGRAM
VCB1	ASST DIR OF HEALTH SVCS
AGB1	ASST DIR OF HUMAN RESOURCES-EX
VWGB	ASST DIR OF SAFETY & PERF IMPR
VYSC	ASST DIR PHARMACY SVCS
1KDC	ASST DIR-NUTRIT SVCS
V5HQ	ASST DIR-REHAB THER SVCS
2KD3	ASST DISTRICT ATTORNEY-EXEMPT
VCSH	ASST FACILITIES MANAGER
GFFA	ASST FACILITIES MNT. MANAGER
RPBA	ASST FIRE CHIEF GROUP I
RPB1	ASST FIRE CHIEF-EXEMPT
PMGC	ASST FLEET MANAGER
LBGD	ASST HLTH SVCS SYS DIR-NET OPS
LBG1	ASST HS SYS DIR-APP SFTWR-EX
DYNB	ASST LEASE MANAGER
VCHF	ASST MATERIEL MANAGER
25D2	ASST PUBLIC DEFENDER-EXEMPT
97B1	ASST RETIREMENT ADMIN-EXEMPT

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
AJDP	ASST RISK MANAGER
6XB2	ASST SHERIFF
6XB1	ASST SHERIFF-CHF EXE ASST
ADBA	ASST TO THE COUNTY ADMIN
29TA	ATTORNEY ADVANCE-CHLD SPPT SVC
29VA	ATTORNEY BASIC-CHILD SPPT SVCS
29WA	ATTORNEY ENTRY-CHILD SPPT SVCS
APDH	AUDITOR CONTR BUS & SYS MNGR
SFWA	AUDITOR I
SFVA	AUDITOR II
SFTA	AUDITOR III
SAA1	AUDITOR-CONTROLLER
LBWB	AUTOMATED CALL DIS COORD I
LBNA	AUTOMATED CALL DIS COORD II
LBSC	AUTOMATED CALL DIST ADMINISTRA
8FH2	BATTALION CHIEF-ECCFPD
8FH3	BATTALION CHIEF-ECCFPD-40 HOUR
J995	BD OF SUPVR ASST-CHIEF ASST
J992	BD OF SUPVR ASST-GEN OFFICE
J993	BD OF SUPVR ASST-GEN SECRETARY
J994	BD OF SUPVR ASST-SPECIALIST
ADA1	BD OF SUPVR MEMBER
V9HD	BIOMEDICAL EQUIPMENT MNGR
ADSC	BUDGET TECHNICIAN
GFDD	BUILDING AND GROUNDS MANAGER
FADC	BUILDING INSP SPEC PROG COORD
X7SC	BUSINESS SVCS REPRESENTATIVE
LTWK	BUSINESS SYSTEMS ANALYST
LTNE	BUSINESS SYSTEMS MANAGER
STWA	BUYER I
STTA	BUYER II
VBGC	CALIF CHLDRN SVCS PROG ADMIN
ADT2	CAPITAL FACILITIES ANALYST-PRJ
NEG1	CAPITAL PROJECTS DIV MGR-EX
X7SB	CAREER CENTER COORDINATOR
VPD4	CCHP MEDICAL DIRECTOR-EXEMPT
ADDK	CCTV PRODUCTION MANAGER
ADD3	CCTV PRODUCTION SPECIALIST-PRJ
ADDL	CCTV PRODUCTION SPECIALST
ADSD	CCTV PROGRAM COORDINATOR
3AGC	CENTRAL LIBRARY MANAGER
VWNB	CENTRAL PROCESSING SUPVR

Exhibit A
Management, Exempt and Unrepresented

Job Code	Job Title
SAGC	CHIEF ACCOUNTANT
ADB1	CHIEF ASST COUNTY ADMIN
2ED2	CHIEF ASST COUNTY COUNSEL
SMBA	CHIEF ASST DIRECTOR/DCSS
2KD2	CHIEF ASST DISTRICT ATTORNEY-E
25D1	CHIEF ASST PUBLIC DEFENDER
SFDB	CHIEF AUDITOR
VIGA	CHIEF CARDIO SUPPORT SVCS
JJDA	CHIEF CLERK-BOARD OF SUPV
BABB	CHIEF DEP AGRIC COMM/SEALER
BAB1	CHIEF DEP AGRIC COMM/SEAL-EX
7ADC	CHIEF DEP PROBATION OFFICER
AXDC	CHIEF DEP PUBLIC ADMIN
AXD1	CHIEF DEP PUBLIC ADMIN-EXEMPT
6XB3	CHIEF DEP SHERIFF-EXEMPT
S5B2	CHIEF DEP TREASURE/TAX COLL-EX
NAB1	CHIEF DEPUTY PW DIRECTOR-EX
VCB3	CHIEF EXECUTIVE OFFICER-CCHP-E
LTA1	CHIEF INFO OFF/DIR OF INFO TEC
6EH1	CHIEF INVESTIGATOR PD-EXEMPT
S5BC	CHIEF INVESTMENT OFFICER
VWD1	CHIEF NURSING OFFICER-EXEMPT
VWDG	CHIEF OF DET HLTH NURSING SVCS
AGD3	CHIEF OF LABOR RELATIONS - EX
V5GE	CHIEF PED THERAPIST
FADG	CHIEF PROPERTY CONSERVATION
PSFA	CHIEF PUB WKS MTCE SUPT
ADS2	CHIEF PUBLIC COMMUN OFFICER-EX
GWGA	CHIEF STATIONARY ENGINEER
25DB	CHIEF TRIAL DEPUTY PUBLIC DEF
VBGB	CHILD HLTH & DIS PROG MANAGER
9JS2	CHILD NUTRT DIV NUTRI-PROJECT
9JS3	CHILD NUTRT FOOD OPER SUPV-PRJ
APSE	CHILD SPPRT BUSINESS SVCS MNGR
LTWJ	CHILD SPPRT INFO SYS ANALYST
SMNA	CHILD SPPRT SUPERVISOR
9CDA	CHILD SPPRT SVCS MANAGER
XAD5	CHILDREN AND FAMILY SVCS DIR-E
9MH1	CHILDREN SVCS MGR-PROJECT
VMHC	CHRONIC DISEASE & ENV PROG MGR
2ETG	CIVIL LITIG ATTY-ADVANCED
2ETE	CIVIL LITIG ATTY-BASIC LVL

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
2ETF	CIVIL LITIG ATTY-STANDARD
JPHD	CIVIL OPERATIONS SUPERVISOR
ALA1	CLERK RECORDER
VHFA	CLINICAL LAB MANAGER
SMHA	COLLECTIONS SVCS MANAGER
6XD1	COMMANDER-EXEMPT
V7DA	COMMUNICABLE DIS PGRM CHIEF
3AGG	COMMUNITY LIBRARY MANAGER
BJSR	COMMUNITY OUTREACH & EDUC MGR
CCD1	COMMUNITY SVCS DIRECTOR-EXEMPT
APSA	COMMUNITY SVCS FISCAL OFFICER
CCHA	COMMUNITY SVCS PERSONNEL ADMIN
9J71	COMMUNITY SVCS PERSONNEL TECH
64NE	COMMUNITY WARNING SYS MANAGER
VMHB	COMMUNITY WELL & PREV PRO DIR
9MS7	COMPREHENSIVE SVCS ASST MGR-PR
9MS3	COMPREHENSIVE SVCS MAN -PRJ
NPHD	COMPUTER MAPPING SERVICES MNGR
LKVA	COMPUTER OPERATIONS ANALYST
LKGA	COMPUTER OPERATIONS MANAGER
LKHA	COMPUTER OPERATIONS SUPERVISOR
VQDL	CONSERV/GDNSHP PROGRAM MGR
VQHM	CONSERVATORSHIP PROG SUPV
ADTF	CONTRACT COMPLIANCE SPEC
XQHE	CONTRACTS ADMINISTRATOR
XQWA	CONTRACTS/GRANTS SPLST I
XQTA	CONTRACTS/GRANTS SPLST II
ADA2	COUNTY ADMINISTRATOR
2EA1	COUNTY COUNSEL
9GD2	COUNTY EMERGENCY SVCS DIR
ADB6	COUNTY FINANCE DIRECTOR-EX
VCB2	COUNTY HOSP EXEC DIR-EXEMPT
3AAA	COUNTY LIBRARIAN
7AA1	COUNTY PROBATION OFFICER-EX
AJDK	COUNTY SAFETY OFFICER
NAF1	COUNTY SURVEYOR-EXEMPT
96A1	COUNTY VETERANS' SVCS OFFICER
XAA2	COUNTY WELFARE DIRECTOR-EXEMPT
CJH3	CS MENTAL HLTH CLIN SUPV-PROJ
GKGC	CUSTODIAL & RECYCLE SVCS MNGR
GKHC	CUSTODIAL SVCS SUPERVISOR
APDD	DA CHIEF OF ADMINISTRATIVE SVC

Exhibit A
Management, Exempt and Unrepresented

Job Code	Job Title
6KD1	DA CHIEF OF INSPECTORS-EXEMPT
6KNB	DA LIEUTENANT OF INSPECTORS
JJGE	DA MANAGER OF LAW OFFICES
JJHG	DA OFFICE MANAGER
J3T7	DA PROGRAM ASSISTANT-EXEMPT
2KA1	DA PUBLIC ADMININSTATOR
LWSA	DATABASE ADMINISTRATOR
4AD1	DEP DIR OF CONSERV & DEV-EX
ADSH	DEPTL COMM & MEDIA REL COORD
XQSJ	DEPTL PERS COMPUTER COORD
BAHA	DEPUTY AGRICULTURE COMMR
LTD2	DEPUTY CIO-GIS-EXEMPT
JJHD	DEPUTY CLERK-BOARD OF SUPV
ADDG	DEPUTY CO ADMINISTRATOR
2ETK	DEPUTY CO COUNSEL-ADVANCED
2ETH	DEPUTY CO COUNSEL-BASIC
2ETJ	DEPUTY CO COUNSEL-STANDARD
3AFE	DEPUTY CO LIBRARIAN-PUB SVCS
3AFG	DEPUTY CO LIBRARIAN-SUPT SVCS
LWS1	DEPUTY DIR CHF INFO SEC OFC-EX
5AB2	DEPUTY DIR COM DEV/CURR-EX
5AH2	DEPUTY DIR COM DEV/TRANS-EX
BJDF	DEPUTY DIR OF ANIMAL SERVICES
VQFB	DEPUTY DIR OF MENTAL HEALTH
LTD1	DEPUTY DIR/INFO TECHNOLOGY-EXE
2KWF	DEPUTY DISTRICT ATTORNEY-FT-FL
VCD2	DEPUTY EXECUTIVE DIR/CCHP-EX
NAD8	DEPUTY GENERAL SVCS DIRECTOR/E
AXFA	DEPUTY PUBLIC ADMINISTRATOR
NAD0	DEPUTY PUBLIC WORKS DIRECTOR-E
BWHA	DEPUTY SEALER WEIGHTS/MEASURE
6XW3	DEPUTY SHERIFF RESERVE-EXEMPT
6XWC	DEPUTY SHERIFF-PER DIEM
6XW1	DEPUTY SPEC IN CO SVC AREA P-1
64HA	DETENTION SVCS SUPERVISOR
VBGA	DEVELOPMENTAL CENTER DIRECTOR
V5HH	DEVELOPMENTAL PROGRM SUPV
V8HB	DIAGNOSTIC IMAGING MANAGER
VRG1	DIR MKTG/MEM SVCS & PR-CCHP-EX
4AA1	DIR OF CONSERVATION & DEVLP-EX
VWFA	DIR OF SAFETY & PERF IMPROVEME
ADD5	DIR OFFICE CHILD SVCS - EX

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
VWDB	DIRECTOR HOSPITAL NURSING SVCS
9BD1	DIRECTOR OF AIRPORTS
VWDC	DIRECTOR OF AMBULATORY CARE NS
BJA1	DIRECTOR OF ANIMAL SERVICES
SMA1	DIRECTOR OF CHILD SUPPORT SVCS
5AA1	DIRECTOR OF COMMUNITY DEVLPMNT
VLD1	DIRECTOR OF ENV HEALTH SVCS-EX
VCFA	DIRECTOR OF FAMLY, M & CH
NAA2	DIRECTOR OF GENERAL SERVICES-E
VLD2	DIRECTOR OF HAZ MAT PROGRAM-EX
VCA1	DIRECTOR OF HEALTH SERVICES
VNDB	DIRECTOR OF HLTH INFO MGMT
ADDF	DIRECTOR OF JUSTICE SYST PROG
VPS4	DIRECTOR OF MED STAFF AFFAIRS
V0DA	DIRECTOR OF PH LAB SVCS
VYDC	DIRECTOR OF PHARMACY SVCS
VWDD	DIRECTOR OF PSYCH NURSING SVCS
VWSE	DIRECTOR OF QUALITY MANAGEMENT
5AB1	DIRECTOR OF REDEVEL-EXEMPT
V5GH	DIRECTOR OF REHAB THERAPY SVCS
SMD1	DIRECTOR OF REVENUE COLLECTION
ADSB	DIRECTOR OFFICE OF COMM/MEDIA
VVGS	DIRECTOR PUB HLTH CLINIC SVCS
VWDF	DIRECTOR, INPATIENT NURSING OP
VATC	DISABILITY BENEFITS COORD
2RS7	DISCOVERY REFEREE
ARDC	DIVERSITY SVCS COORDINATOR
NPGA	DRAFTING SVCS COORDINATOR
NPHC	DRAFTING SVCS MANAGER
XASJ	EHS CHIEF FINANCIAL OFFICER
XAD6	EHS DIRECTOR OF ADMIN-EXEMPT
XADD	EHS DIVISION MANAGER
XAD1	EHS DIVISION MANAGER-PROJECT
XQNA	EHS FACILITIES MANAGER
XQHF	EHS PROG INTEGRITY COORD
XQH3	EHS PROG INTEGRITY COORD-PR0J
AV71	EHS WORKER TRAINEE-PROJECT
X761	EHS WORKFORCE DEV YOUTH TRN-PJ
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
EBHA	ELECTIONS OUTREACH COORDINATOR
ALHB	ELECTIONS PROCESSING SUPVR
EBSA	ELECTIONS SVCS MANAGER

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
VBSC	EMERGENCY MEDICAL SVS DIRECTOR
VBHB	EMERGENCY MEDICAL SVS PRG CORD
9GSA	EMERGENCY PLANNING COORD
9GS1	EMERGENCY PLANNING SPEC-EXEMPT
9GGA	EMERGENCY SERVICES MANAGER
AGD2	EMPLOYEE BENEFITS MANAGER
AGSC	EMPLOYEE BENEFITS SPECIALIST
AJHA	EMPLOYEE BENEFITS SUPERVISOR
AJVC	EMPLOYEE REHAB COUNSELOR
GBSA	ENERGY MANAGER
NSHC	ENGINEERING TECH SUPV MAT TSTG
NSHE	ENGINEERING TECHNICIAN SUPV CO
NSHD	ENGINEERING TECHNICIAN SUPV LS
NBHB	ENGINEERING TECHNICIAN SUPV-TR
5RWA	ENVIRONMENTAL ANALYST I
5RVA	ENVIRONMENTAL ANALYST II
5RTA	ENVIRONMENTAL ANALYST III
1WDB	ENVIRONMENTAL SVCS MANAGER
1WHB	ENVIRONMENTAL SVCS SUPERVISOR
J3H2	EXEC ASST TO THE CO ADMINIS-EX
J3HA	EXEC ASST TO THE CO ADMINISTR
XQSB	EXEC ASST/DEVELP DISBL COUNCIL
XDS1	EXEC ASST/HAZ MAT COMM
J3T6	EXEC SECRETARY/ MERIT BOARD
J3T5	EXEC SECRETARY-EXEMPT
J3TJ	EXECUTIVE SECRETARY-DCSS
VPS1	EXEMPT MED STF OPTOMETRIST
VPS2	EXEMPT MED STF PODIATRIST
GFDG	FACILITIES MAINTENANCE MANAGER
VCDC	FACILITIES MANAGER
RPA1	FIRE CHIEF-CONTRA COSTA
8FA2	FIRE CHIEF-EAST CCFPD
P2NC	FIRE DISTRICT APPARATUS MNGR
APDE	FIRE DISTRICT CHIEF/ADMIN SVCS
GFDF	FIRE DISTRICT FACILITIES MNGR
SBSF	FIRE DISTRICT FISCAL SPECIALST
LTNC	FIRE DISTRICT INFO SYST MANGR
RBHA	FIRE DISTRICT LOGISTICS MGR
REDB	FIRE DISTRICT TELECOMM MANAGER
RWSD	FIRE EMS QUALITY IMPR COORD
RJGA	FIRE MARSHAL
RWHA	FIRE TRAINING CHIEF

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
8FH1	FIRE TRAINING SUPV-EAST CCFPD
8FB4	FIRST ASST FIRE CHF 40-ECCFPD
8FB1	FIRST ASST FIRE CHF 56-ECCFPD
PMFB	FLEET MANAGER
PMHC	FLEET SERVICE CENTER SUPV
6CW1	FORENSIC ANALYST-PROJECT
6CGA	FORENSIC MANAGER
GFSA	GENERAL SVCS FACILITIES SUPVR
APSB	GENERAL SVCS FISCAL OFFICER
GPHH	GROUNDS MAINTENANCE SUPV
GPDE	GROUNDS MANAGER
VLSA	HAZARDOUS MATERIALS OMBUDSPER
V4HD	HAZARDOUS WASTE REDUCTION MNGR
VWHM	HEALTH CARE RISK MANAGER
VASH	HEALTH EQUITY PROGRAM MANAGER
VCGE	HEALTH PLAN BUSINESS SVCS MNGR
VRGB	HEALTH PLAN CLINICAL PRG OFCR
VRGC	HEALTH PLAN DIR COMP & GOV REL
VCSG	HEALTH PLAN MED ECON ANALYS
VCSK	HEALTH PLAN MEMBER ADVOCATE
V9HG	HEALTH PLAN PATIENT SVCS SUPV
VYSE	HEALTH PLAN PHARMACY MANAGER
VRHA	HEALTH PLAN QUAL MGMT PROG MGR
VCS3	HEALTH PLAN SERVICES ASST-EX
VCTB	HEALTH SVCS ACCOUNTANT
VANF	HEALTH SVCS ADMIN-LEVEL A
VANG	HEALTH SVCS ADMIN-LEVEL B
VANH	HEALTH SVCS ADMIN-LEVEL C
VCDD	HEALTH SVCS DIR/PLNG & FAC
VBSM	HEALTH SVCS EMERG PREP MANAGER
LKFA	HEALTH SVCS INFO SYS OPS MNGR
LBTC	HEALTH SVCS INFO SYS PROG/ANL
LBTB	HEALTH SVCS INFO SYSTEMS SPEC
VCFB	HEALTH SVCS INFO TECH SUPV
VCN2	HEALTH SVCS PERSNL OFFICER-EX
VASE	HEALTH SVCS PLAN/EVAL DIRECTOR
VCXC	HEALTH SVCS PLNR/EVAL-LEVEL A
VCXD	HEALTH SVCS PLNR/EVAL-LEVEL B
VCTA	HEALTH SVCS REIM ACCOUNTANT
XQSM	HEALTH SVCS SPECIAL PROJ ADMIN
VCD1	HEALTH SVCS SYSTEMS DIRECTOR-E
VCHB	HLTH PLAN SALES/OUTRCH MANAGER

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
VQHA	HLTH/HUMAN SVC RES & EVAL MGR
VVFC	HOME HEALTH AGENCY DIRECTOR
VBHE	HOMELESS SERVICES PROGRAM DIR
V9SD	HOMELESS SVCS SPECIALIST
VRGD	HP DIR OF PROVIDER REL & CRED
VRGE	HP DIRECTOR OF CONTRACTING
AGSE	HR DATA ADMINISTRATOR
AGVF	HUMAN RESOURCES CONSULTANT
AGDF	HUMAN RESOURCES PROJECT MNGR
AG7B	HUMAN RESOURCES TECHNICIAN
N9SB	HYDROLOGIST
X7GB	INDP LIV SKILL PRG COORDINATOR
X7HD	INDP LIV SKILL PROG ASST COORD
VWSF	INFECTION PREV AND CONTROL MGR
LWTA	INFO SYS AUDITOR
LTNA	INFO SYS MANAGER I
LTNB	INFO SYS MANAGER II
LPWA	INFO SYS PROGRAMMER/ANALYST I
LPVA	INFO SYS PROGRAMMER/ANALYST II
LPNB	INFO SYS PROGRAMMER/ANALYST IV
LPTB	INFO SYS PROGRAMMER/ANLYST III
LPNA	INFO SYS PROJECT MANAGER
LTWC	INFO SYS TECHNICIAN I
LFWA	INFO SYSTEM ADMINISTRATOR I
LFVA	INFO SYSTEM ADMINISTRATOR II
LFTA	INFO SYSTEM ADMINISTRATOR III
LBSB	INFO TECH PROJECT MANAGER
64HG	INMATE INDUST ENGRAVE PROG SUP
64HF	INMATE INDUST SUPERVISOR
7KGA	INST SUPERVISOR II
AJWC	INSURANCE ANALYST I
AJVB	INSURANCE ANALYST II
VLSB	INTEGRATED PEST MGMT COORD
VTWB	INTERIM PERMIT NURSE
7KFE	JUVENILE INSTITUTION SUPT
AGVD	LABOR RELATIONS ANALYST II
AG7C	LABOR RELATIONS ASSISTANT
AGSF	LABOR RELATIONS SPECIALIST I
AGSG	LABOR RELATIONS SPECIALIST II
5ASF	LAND INFORMATION BUS OPS MNGR
2YWB	LAW CLERK I
2YVA	LAW CLERK II

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
2YTA	LAW CLERK III
64WB	LAW ENFORCE TRNG INSTR-PER DM
AJTA	LEAD EXAMINATION PROCTOR
2Y7B	LEGAL ASSISTANT
AJWF	LIABILITY CLAIMS ADJUSTER
3KW4	LIBRARY AIDE-EXEMPT
3KHA	LIBRARY CIRCULATION MANAGER
3ASF	LIBRARY CMNTY RLTNS MANGR
3AGE	LIBRARY COLL/TECHNICAL SVCS MG
3AHB	LIBRARY READING & LITERACY MGR
3KWA	LIBRARY STUDENT ASSISTANT
3KW2	LIBRARY STUDENT ASSISTANT-EX
6KWG	LIEUTENANT OF INSP-WELF FRAUD
ADVB	MANAGEMENT ANALYST
5PDB	MANAGER APPLICATION/PERMIT CE
ADD4	MANAGER CAP FAC/DEBT MGMT-EX
64DB	MANAGER CENTRAL ID SVCS
VRWA	MANAGER OF MKTG & MEM SVCS
VCGA	MATERIAL MANAGER
VBFA	MEDICAL CARE ADMINISTRATOR
VCA2	MEDICAL DIRECTOR
VNHB	MEDICAL RECORDS ADMINISTRATOR
X4HE	MEDICAL SOC SVC DIRECTOR
VQDM	MH CLINICAL OPERATIONS CHIEF
VQSH	MH CONSUMER EMPOWER PROG COORD
VQSJ	MH FAMILY SERVICES COORDINATOR
VPD1	MH MEDICAL DIRECTOR-EX
VQDN	MH PROGRAM CHIEF
VQDC	MH PROGRAM MANAGER
VQHP	MH PROGRAM SUPERVISOR
VQSE	MH PROJECT MANAGER
VQSA	MH PROVIDER SVCS COORD
VQSF	MH QUALITY IMPROVEMENT COORD
VQHQ	MH VOCATIONAL SERVICES COORD
VQH3	MH VOCATIONAL SVCS COORD-PRJ
V07A	MICROBIOLOGIST TRAINEE
9XHA	MICROFILM SUPERVISOR
FAHB	NEIGHBORHOOD PRESVR PROG MNGR
FASD	NEIGHBORHOOD PRESVR PROG SPEC
XQS4	NEIGHBORHOOD SVCS COORD-PROJ
LNSA	NETWORK ADMINISTRATOR I
LNSB	NETWORK ADMINISTRATOR II

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
LBVA	NETWORK ANALYST I
LBTA	NETWORK ANALYST II
LBHA	NETWORK MANAGER
LNWA	NETWORK TECHNICIAN I
LNVA	NETWORK TECHNICIAN II
VWHF	NURSING PROGRAM MANAGER
VWH1	NURSING PROGRAM MANAGER-PROJ
VWHD	NURSING SHIFT COORD - PER DIEM
VWHH	NURSING SHIFT COORDINATOR
JJHC	OFFICE MANAGER
X7GA	ONE-STOP OPER CONSORT ADMN
X7HC	ONE-STOP OPER CONSORT ASST ADM
XAGB	ORG & STAFF DEVELOP MANAGER
VAGD	PATIENT BILLING MANAGER
VAGA	PATIENT FINANCIAL SERVICES MGR
VASB	PATIENT OMBUDSPERSON
VASD	PATIENT RELTNS SVCS COORD
SATB	PAYROLL ACCOUNTANT
SATC	PAYROLL SYSTEMS ACCOUNTANT
SAHM	PAYROLL SYSTEMS ADMINISTRATOR
ARVA	PERSONNEL SERVICES ASST II
ARTA	PERSONNEL SERVICES ASST III
AGDE	PERSONNEL SERVICES SUPERVISOR
5AWA	PLANNER I
5AVA	PLANNER II
5ATA	PLANNER III
5AV1	PLANNER II-PROJECT
5AW1	PLANNER I-PROJECT
VBSG	PRE-HOSPTL CARE COORDINATOR
ADS5	PRIN MANAGEMENT ANALYST - PROJ
DADC	PRINCIPAL APPRAISER
FAHE	PRINCIPAL BUILDING INSPECTOR
AGH1	PRINCIPAL L/R NEGOTIATOR - EX
ADHB	PRINCIPAL MANAGEMENT ANALYST
5AHD	PRINCIPAL PLANNER-LEVEL A
5AHE	PRINCIPAL PLANNER-LEVEL B
DYDA	PRINCIPAL REAL PROPERTY AGENT
NCHA	PRINCIPAL STRUCTIONAL ENGNR-BI
9XGA	PRINT & MAIL SERVICES MANAGER
9XHE	PRINT & MAIL SERVICES SUPV
7KFF	PROBATION FIELD SERVS DIRECTOR
7AGB	PROBATION MANAGER

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
APHA	PROGRAM/PROJECTS COORDINATOR
VAVA	PROPERTIES TRUST OFFICER
LWVD	PROPERTY TAX BUS SYS MANAGER
AXSD	PUBLIC ADM PROGRAM ASST
25A1	PUBLIC DEFENDER
V7VC	PUBLIC HLTH EPIDE/BIOSTATICIAN
VWHL	PUBLIC HLTH NURSE PROG MANAGER
VBSD	PUBLIC HLTH PRGM SPEC I
VBND	PUBLIC HLTH PRGM SPEC II
VBS2	PUBLIC HLTH PRGM SPEC I-PRJ
ADS1	PUBLIC INFORMATION OFFICER
STDC	PURCHASING SVCS MANAGER
PSGA	PW ASST FIELD OPERATIONS MNGR
APSD	PW CUSTOMER SERV COORDINATOR
NAA1	PW DIRECTOR
PSFB	PW FIELD OPERATIONS MANAGER
APSC	PW FISCAL OFFICER
LWSB	PW GIS COORDINATOR
PSHB	PW MAINTENANCE SUPERVISOR
PSSD	PW RESOURCES MANAGER
DYD1	REAL ESTATE MANAGER-EXEMPT
J9HF	RECORDER'S OPERATIONS MANAGER
64HE	RECORDS MANAGER
9T95	RECREATION INSTRUCTOR-LVL 422
5AH4	REDEVELOPMENT PROJ MANAGER-PRJ
51SD	REDEVELOPMENT/HOUSING SPEC I
51SE	REDEVELOPMENT/HOUSING SPEC II
VCHD	REGISTRAR OF VITAL STATS
V5HN	REHABILITATION THERAPY SVC SUP
VPD5	RESIDENCY DIRECTOR-EXEMPT
5A7A	RESOURCE RECOVERY ASSISTANT
5ASA	RESOURCE RECOVERY SPECIALIST
97NA	RETIREMENT ACCOUNTANT
97DA	RETIREMENT ACCOUNTING MANAGER
97HA	RETIREMENT ADMINISTRATION MNGR
97GA	RETIREMENT BENEFITS MANAGER
97HB	RETIREMENT BENEFITS PRG COORD
97B2	RETIREMENT CHF INVEST OFCR-EX
97A1	RETIREMENT CHIEF EXEC OFCR-EX
97SA	RETIREMENT COMMUNICATIONS CORD
97B3	RETIREMENT GENERAL COUNSEL-EX
97SB	RETIREMENT INFO TECH COORD I

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
97SC	RETIREMENT INFO TECH COORD II
97TF	RETIREMENT INVESTMENT ANALYST
97HC	RETIREMENT SUP ACCOUNTANT
AJD1	RISK MANAGER
6FHA	SAFETY SVCS MANAGER
AJWG	SAFETY SVCS SPCLST-LVL A
AJWH	SAFETY SVCS SPCLST-LVL B
AVS4	SBDC BUSINESS CONSULTANT-PRJ
AVD3	SBDC DIRECTOR-PROJECT
CCG1	SCHOOL READINESS PROG COOR-PRJ
8FB3	SECOND ASST FIRE CHF40 ECCFPD
8FB2	SECOND ASST FIRE CHF-ECCFPD
J3S2	SECRETARY TO UNDERSHERIFF
NSGA	SENIOR LAND SURVEYOR
ADTD	SENIOR MANAGEMENT ANALYST
ADHA	SERVICE INTEGRATION TEAM COORD
ADGA	SERVICE INTERGRATION PROG MNGR
64FG	SHERIFF DIR OF PROP EVIDENCE
6XA1	SHERIFF-CORONER
PEDG	SHERIFF'S CAD/RMS SYSTEMS MNGR
APDC	SHERIFF'S CHF OF MGNT SVCS
64NC	SHERIFF'S COM CENTER DIRECTOR
64VA	SHERIFF'S CRIME ANALYST
64FF	SHERIFF'S DIRECTOR OF FOOD SVC
6AFE	SHERIFF'S DIRECTOR OF SUP SVCS
J3T0	SHERIFF'S EXECUTIVE ASST-EX
64SJ	SHERIFF'S FISCAL OFFICER
PMSB	SHERIFF'S FLEET SVCS COORD
64SK	SHERIFF'S MUTUAL AID COORD
PEDD	SHERIFF'S TELECOM TECH MANAGER
X4SG	SOC SVC APPEALS OFFICER
X4S2	SOC SVC APPEALS OFFICER-PRJ
XAHB	SOC SVC APPEALS SUPERVISOR
XQHC	SOC SVC BUSINESS SYST APP MNGR
XASH	SOC SVC FISCAL COMPLIANCE ACCT
XAGA	SOC SVC FRAUD PREVENTION MNGR
ADB5	SPECIAL ASST TO THE CO ADMN-EX
LTVJ	SR BUSINESS SYSTEMS ANALYST
STTB	SR BUYER
NEHA	SR CAPITAL FAC PROJECT MNGR
NKHA	SR CIVIL ENGINEER
3AGH	SR COMMUNITY LIBRARY MANAGER

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
ADDH	SR DEPUTY COUNTY ADMNISTRATOR
2KD1	SR DEPUTY DISTRICT ATTORNEY-EX
9GWB	SR EMERGENCY PLANNING COORD
9GW1	SR EMERGENCY PLNG COORD -PROJ
2ED3	SR FINANCIAL COUNSELOR-EXEMPT
AGTF	SR HUMAN RESOURCES CONSULTANT
N9HC	SR HYDROLOGIST
AJTB	SR INSURANCE ANALYST
51SC	SR PLANNING TECHNICIAN
NEVB	SR STRUCTURAL ENGINEER-BI
NEV2	SR STRUCTURAL ENGINEER-PRJ
NKHB	SR TRAFFIC ENGINEER
5AHB	SR TRANSPORTATION PLANNER
5ASE	SR WATERSHED MGMT PLNG SPEC
AJTC	SR WORKERS COMP CLAIMS ADJS
VWXF	STAFF ADVICE NURSE-PER DIEM
V9HC	STAFF AND PAT CARE COORDINATOR
XADE	STAFF DEVELOPMENT SUPERVISOR
VWWA	STAFF NURSE-PER DIEM
LMS1	STORMWATER PCP CMPTR SPEC
NASB	STORMWATER POLL CONT MNGR
NESB	STRUCTURAL ENGINEER-BUILD INSP
NK7A	STUDENT AIDE-CIVIL ENGINEER
999E	STUDENT WORKER-DEEP CLASS
VHG5	SUBSTANCE ABUSE PROGRAM MGR-P
VHGE	SUBSTANCE ABUSE PROGRAM MNGR
VHHB	SUBSTANCE ABUSE PROGRAM SUPV
SAHJ	SUPERVISING ACCOUNTANT
DAHC	SUPERVISING APPRAISER
V4HE	SUPERVISING ARP ENGINEER
29HA	SUPERVISING ATTORNEY-DCSS
DRNA	SUPERVISING AUDITOR-APPRAISER
NEHC	SUPERVISING CAPITAL FAC PRJ MG
NKGA	SUPERVISING CIVIL ENGINEER
VHHF	SUPERVISING CLINICAL LAB SCIEN
1KHA	SUPERVISING COOK-JUVENILE HALL
VLHA	SUPERVISING ENVIRON HLTH SPEC
RJHC	SUPERVISING FIRE INSPECTOR
6CHA	SUPERVISING FRNSC TOXICOLOGIST
NXHA	SUPERVISING GRAPHICS TECH
V5HJ	SUPERVISING PEDIATRIC THERAPST
V0HC	SUPERVISING PH MICROBIOLOGIST

Exhibit A

Management, Exempt and Unrepresented

Job Code	Job Title
VVHC	SUPERVISING PH NURSE
DYNA	SUPERVISING REAL PROPERTY AGNT
FADB	SUPERVISING STRUCTURAL ENG-BI
FADF	SUPERVISOR INSPECTION SERVICES
9XHB	SUPPLY AND DIST SUPERVISOR
VWSG	SYMPTOM CONTROL PROG COORD
LWWB	SYSTEMS ACCOUNTANT I
LWVB	SYSTEMS ACCOUNTANT II
LWWA	SYSTEMS SOFTWARE ANALYST I
LWVA	SYSTEMS SOFTWARE ANALYST II
S5HC	TAX OPERATIONS SUPERVISOR
PEDC	TELECOM MANAGER
VBHC	TOBACCO PREV PROJ COORDINATOR
5ATB	TRANSPORTATION PLANNER
NAGA	TRANSPORTATION PROGRAM MANAGER
XQHG	TRANSPORTATION SERVICES MANAGE
XQNB	TRANSPORTATION SERVICES SPCLST
S5SG	TREASURER'S ACCOUNTING OFFICER
S5S3	TREASURER'S INVEST OFFICER-EX
S5SD	TREASURER'S INVEST OPS ANALYST
S5A1	TREASURER-TAX COLLECTOR
6XB4	UNDERSHERIFF-EXEMPT
VWSD	UTILIZATION REVIEW COORD
VWHG	UTILIZATION REVIEW MANAGER
GPHG	VEGETATION MANAGEMENT SUPV
96TA	VETERANS SVC BRANCH OFF MNGR
96WA	VETERANS SVC REPRESENTATIVE
2KHA	VICT/WIT ASSISTANCE PROG MNGR
XDWF	VOL AND EMERGENCY PROG SPEC
VCND	VOL SVCS AND COMM RES ADMN
X4HD	VOLUNTEER PROGRAM COORD
5ASD	WATERSHED MGMNT PLNG SPEC
9KN3	WEATHERIZATION/HM REPAIR SUPV
AJVE	WELLNESS COORDINATOR
AJVF	WORKERS COMP CLAIMS ADJUST II
AJWJ	WORKERS COMP CLAIMS ADJUSTER I
AJHB	WORKERS COMP CLAIMS SUPERVISOR
XAD4	WORKFORCE INV BD EXC DIR-EX
XAD3	WORKFORCE SVCS DIRECTOR-EXEMPT
XANA	WORKFORCE SVCS SPECIALIST

Exhibit B
Unrepresented

Job Code	Job Title
ADD3	CCTV PRODUCTION SPECIALIST-PRJ
2KWF	DEPUTY DISTRICT ATTORNEY-FT-FL
6XW3	DEPUTY SHERIFF RESERVE-EXEMPT
6XWC	DEPUTY SHERIFF-PER DIEM
6XW1	DEPUTY SPEC IN CO SVC AREA P-1
AV71	EHS WORKER TRAINEE-PROJECT
X761	EHS WORKFORCE DEV YOUTH TRN-PJ
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
VPS1	EXEMPT MED STF OPTOMETRIST
VPS2	EXEMPT MED STF PODIATRIST
6CW1	FORENSIC ANALYST-PROJECT
VTWB	INTERIM PERMIT NURSE
2YWB	LAW CLERK I
2YVA	LAW CLERK II
2YTA	LAW CLERK III
64WB	LAW ENFORCE TRNG INSTR-PER DM
AJTA	LEAD EXAMINATION PROCTOR
3KW4	LIBRARY AIDE-EXEMPT
3KWA	LIBRARY STUDENT ASSISTANT
3KW2	LIBRARY STUDENT ASSISTANT-EX
V07A	MICROBIOLOGIST TRAINEE
VWHD	NURSING SHIFT COORD - PER DIEM
9T95	RECREATION INSTRUCTOR-LVL 422
VWXF	STAFF ADVICE NURSE-PER DIEM
VWWA	STAFF NURSE-PER DIEM
NK7A	STUDENT AIDE-CIVIL ENGINEER
999E	STUDENT WORKER-DEEP CLASS

Exhibit C

Elected and Appointed Department Heads

Job Code	Job Title
BAA1	AGRICULTURAL COM-DIR WTS/MEAS
DAA1	ASSESSOR
AGA2	ASST COUNTY ADM-DIR HUMAN RESC
SAA1	AUDITOR-CONTROLLER
ADA1	BD OF SUPVR MEMBER
LTA1	CHIEF INFO OFF/DIR OF INFO TEC
ALA1	CLERK RECORDER
ADA2	COUNTY ADMINISTRATOR
2EA1	COUNTY COUNSEL
3AAA	COUNTY LIBRARIAN
7AA1	COUNTY PROBATION OFFICER-EX
96A1	COUNTY VETERANS' SVCS OFFICER
XAA2	COUNTY WELFARE DIRECTOR-EXEMPT
2KA1	DA PUBLIC ADMININSTATOR
4AA1	DIR OF CONSERVATION & DEVLP-EX
BJA1	DIRECTOR OF ANIMAL SERVICES
SMA1	DIRECTOR OF CHILD SUPPORT SVCS
5AA1	DIRECTOR OF COMMUNITY DEVLPMNT
NAA2	DIRECTOR OF GENERAL SERVICES-E
VCA1	DIRECTOR OF HEALTH SERVICES
RPA1	FIRE CHIEF-CONTRA COSTA
25A1	PUBLIC DEFENDER
NAA1	PW DIRECTOR
97A1	RETIREMENT CHIEF EXEC OFCR-EX
6XA1	SHERIFF-CORONER
S5A1	TREASURER-TAX COLLECTOR

EXHIBIT D

DEPARTMENT HEADS AND THEIR CHIEF ASSISTANT(S)

Department Head	Chief Assistant Department Head
Agriculture Commissioner/Director of Weights and Measures	Chief Deputy Agriculture Commissioner/Sealer of Weights and Measures
Director of Animal Services	Deputy Director of Animal Services
Assessor	Assistant County Assessor
Auditor-Controller	Assistant County Auditor-Controller
Board of Supervisors Member	No Assistant
Chief Information Officer/Director of Information Technology	Deputy Chief Information Officer
Clerk-Recorder	Assistant County Registrar Assistant County Recorder
Director of Child Support Services	Chief Assistant Director of Child Support Services
Director of Community Development	Deputy Director of Community Development/ Current Planning Deputy Director of Community Development/ Transportation Planning Director of Redevelopment
Director of Conservation and Development	Deputy Director of Conservation and Development
County Administrator	Chief Assistant County Administrator
District Attorney-Public Administrator	Chief Assistant District Attorney
County Welfare Director	Aging/Adult Services Director Children and Family Services Director Community Services Director EHS Chief Financial Officer EHS Director of Administration FACS Assistant Director - Project Workforce Services Director
Fire Chief - Contra Costa County	Assistant Fire Chief
Director of General Services	Deputy General Services Director
Director of Health Services	Assistant Director of Health Services
Assistant County Administrator-Director of Human Resources	Assistant Director of Human Resources
County Librarian	Deputy County Librarian – Public Services Deputy County Librarian – Support Services
County Probation Officer	Chief Deputy Probation Officer
Public Defender	Chief Assistant Public Defender
Public Works Director	Deputy Public Works Director
Retirement Chief Executive Officer	Retirement Chief Investment Officer
Director of Revenue Collections	No Chief Assistant
Risk Manager	No Chief Assistant
Sheriff-Coroner	Undersheriff
Treasurer-Tax Collector	Chief Deputy Treasurer-Tax Collector
County Veterans' Services Officer	No Chief Assistant

(11/05/08)

EXHIBIT E
CalPERS Health Plan Classes

Job Code	Job Title
6XB2	ASST SHERIFF
6XB1	ASST SHERIFF-CHF EXE ASST
6XB3	CHIEF DEP SHERIFF-EXEMPT
6XD1	COMMANDER-EXEMPT
6XA1	SHERIFF-CORONER
6XB4	UNDERSHERIFF-EXEMPT

Contra Costa County

To: Board of Supervisors

From: Ted Cwiek, Human Resources Director

Date: February 24, 2009

Subject: P-20646 Increase Driver Clerk position 6161 from PI to 20/40

RECOMMENDATION(S):
Adopt Position Adjustment Resolution Number 20646, to Increase the hours of one Driver Clerk (9QWA) position 6161 from permanent intermittent to Permanent part-time (20/40) in the Library.

FISCAL IMPACT:
Upon approval, this action will result in a Library cost of $10,564.

BACKGROUND:
The Contra Costa County Library has had an increase in demand for their services. The volume of materials and number of stops has increased dramatically with delivery routes to (27) community libraries and service locations. The increase in hours is vital to maintain services to the public.

CONSEQUENCE OF NEGATIVE ACTION:
If this request is not approved, the Contra Costa County Library will continue to have employees work over their designated number of hours assigned to their position and will not be able to meet the needs of the community.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Library

cc:

ATTACHMENTS

P-300 #20646

P300 with Clerk's correction to effective date

POSITION ADJUSTMENT REQUEST

NO. 20646
DATE 11/04/2008

CONTRA COSTA COUNTY RECEIVED NOV 13 2008 OFFICE OF COUNTY ADMINISTRATOR

ENTERED 11/13

Department County Library Convert — Department No./ Budget Unit No. 0620 Org No. 9703 — COPERS Agency No. 85

Action Requested: INCREASE Position No. 6161 from Permanent Intermittent Driver Clerk to 20/40 Driver Clerk

Proposed Effective Date: November 1, 2008

Classification Questionnaire attached: Yes ☐ No ☒/Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0

Estimated total cost adjustment (salary/benefits/one time:

Total annual cost ~~$<1,355.82>~~ $10,524 Net County Cost $-0-

Total this FY $<903.93> N.C.C. this FY $-0-

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 2008-09 Budget

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments

Anne Cain
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN SERVICES DEPARTMENT

Jason Crapo — 11/5/08
Deputy County Administrator — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATION — DATE

INCREASE HOUR- one (1) Driver Clerk position # 6161 (represented) from Permanent Intermittent (PI) Permanent Part-time 20/40 as recommended by the Assistant County Administrator-Human Resources Director

CONTRA COSTA COUNTY HUMAN RESOURCES DEPT 08 NOV 13 AM 9:18

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic/Exempt salary schedule

Effective: ☐ Day following Board Action.
☒ 11/1/08 (Date)

(for) Director of Human Resources

COUNTY ADMINISTRATOR RECOMMENDATION — DATE: 2/18/09

☑ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other:

Richard A. Lewis
(for) County Administrator

BOARD OF SUPERVISORS ACTION
Adjustment APPROVED ☐ DISAPPROVED ☐
DATE:

David Twa, Clerk of the Board of Supervisors and County Administrator
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:

POSITION ADJUSTMENT REQUEST

NO. 20646
DATE 11/04/2008

CONTRA COSTA COUNTY RECEIVED NOV 12 2008 OFFICE OF COUNTY ADMINISTRATOR

ENTERED DNC 11/ COPERS

Department County Library Convert
Department No./ Budget Unit No. 0620 Org No. 9703 Agency No. 85

Action Requested: INCREASE Position No. 6161 from Permanent Intermittent Driver Clerk to 20/40 Driver Clerk

Proposed Effective Date: November 1, 2008

Classification Questionnaire attached: Yes ☐ No ☒/Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0

Estimated total cost adjustment (salary/benefits/one time:

Total annual cost $~~<1,355.82>~~ $10,524 Net County Cost $-0-

Total this FY $<903.93> N.C.C. this FY $-0-

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 2008-09 Budget

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments

Anne Cain
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN SERVICES DEPARTMENT

Jason Crapo 11/5/08
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATION DATE

INCREASE HOUR- one (1) Driver Clerk position # 6161 (represented) from Permanent Intermittent (PI) to Permanent Part-time 20/40 as recommended by the Assistant County Administrator-Human Resources Director.

CONTRA COSTA COUNTY HUMAN RESOURCES DEPT. 08 NOV 13 AM 9:18

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic/Exempt salary schedule

Effective: ☐ Day following Board Action.
☒ 11/1/08 (Date)

(for) Director of Human Resources

COUNTY ADMINISTRATOR RECOMMENDATION DATE: 2/18/09

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other:

(for) County Administrator

BOARD OF SUPERVISORS ACTION

Adjustment APPROVED ☒ DISAPPROVED ☐

DATE: February 24, 2009

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

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:

Contra Costa County

To: Board of Supervisors

From: Ted Cwiek, Human Resources Director

Date: February 24, 2009

Subject: P-300 20648 Add one (1) 20/40 Driver Clerk Position to the Library

RECOMMENDATION(S):
Adopt Position Adjustment Resolution Number 20648, to add one Permanent part-time (20/40) Driver Clerk (9QWA) position in the Library.

FISCAL IMPACT:
Upon approval, this action will result in a Library cost of $36,206.

BACKGROUND:
The Contra Costa County Library has had an increase in demand for their services. The volume of materials and number of stops has increased dramatically with delivery routes to (27) community libraries and service locations. The increase in hours is vital to maintain services to the public

CONSEQUENCE OF NEGATIVE ACTION:
If this request is not approved, the Contra Costa County Library will continue to have employees work over their designated number of hours assigned to their position and will not be able to meet the needs of the community.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Library

cc:

ATTACHMENTS

P-300 #20648

POSITION ADJUSTMENT REQUEST

ENTERED DRC 11/13

NO. 20648
DATE 11/04/2008

CONTRA COSTA COUNTY RECEIVED NOV 12 2008 OFFICE OF COUNTY ADMINISTRATOR

Department County Library | Department No./ Budget Unit No. 0620 | Org No. 3703 | COPERS Agency No. 85

Action Requested ADD one 20/40 Driver Clerk position.

Proposed Effective Date: November 1, 2008

Classification Questionnaire attached: Yes ☐ No ☒/Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0

Estimated total cost adjustment (salary/benefits/one time:

Total annual cost	$36,205.86	Net County Cost	$-0-
Total this FY	$24,138.45	N.C.C. this FY	$-0-

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 2008-09 Budget

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN SERVICES DEPARTMENT

Deputy County Administrator 11/5/08 Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATION DATE

08 NOV 13 AM 9:18 CONTRA COSTA COUNTY HUMAN RESOURCES DEPT

ADD- One (1) Permanent Part-time 20/40 Driver Clerk position (represented) as recommended by the Assistant County Administrator-Human Resources Director.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic/Exempt salary schedule

Effective: ☐ Day following Board Action.
☑ 11/1/08 (Date)

(for) Director of Human Resources

COUNTY ADMINISTRATOR RECOMMENDATION DATE: 2/18/09

☑ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other:

(for) County Administrator

BOARD OF SUPERVISORS ACTION
Adjustment APPROVED ☐ DISAPPROVED ☐
DATE:

David Twa, Clerk of the Board of Supervisors and County Administrator
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:

POSITION ADJUSTMENT REQUEST

ENTERED DSC 11/13

NO. 20648
DATE 11/04/2008

CONTRA COSTA COUNTY RECEIVED NOV 12 2008 OFFICE OF COUNTY ADMINISTRATOR

Department County Library | Department No./ Budget Unit No. 0620 | Org No. 3703 | COPERS Agency No. 85

Action Requested ADD one 20/40 Driver Clerk position.

Proposed Effective Date: November 1, 2008

Classification Questionnaire attached: Yes ☐ No ☒/Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0

Estimated total cost adjustment (salary/benefits/one time:

Total annual cost	$36,205.86	Net County Cost	$-0-
Total this FY	$24,138.45	N.C.C. this FY	$-0-

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 2008-09 Budget

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN SERVICES DEPARTMENT

Deputy County Administrator 11/5/08 Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATION DATE

CONTRA COSTA COUNTY HUMAN RESOURCES DEPT. 08 NOV 13 AM 9:16

ADD- One (1) Permanent Part-time 20/40 Driver Clerk position (represented) as recommended by the Assistant County Administrator-Human Resources Director.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic/Exempt salary schedule

Effective: ☐ Day following Board Action.
☒ 11/1/08 (Date)

(for) Director of Human Resources

COUNTY ADMINISTRATOR RECOMMENDATION DATE: 2/18/09

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other:

(for) County Administrator

BOARD OF SUPERVISORS ACTION

Adjustment APPROVED ☒ DISAPPROVED ☐

DATE: February 24, 2009

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

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:

Contra Costa County

To: Board of Supervisors

From: Ted Cwiek, Human Resources Director

Date: February 24, 2009

Subject: P-300 20663 Reduce the hours Deputy Distrist Attorney Position # 3775 and add one 20/40 Deputy District Attorney position

RECOMMENDATION(S):

Adopt Position Adjustment Resolution Number 20663 to reduce the hours of one Deputy District Attorney-Basic Level position # 3775 from permanent full-time to part-time (20/40) and add one Deputy District Attorney Basic Level part-time 20/40 position and freeze new 20/40 Deputy District Attorney Basic Level position as recommended by the Assistant County Administrator-Human Resources Director

FISCAL IMPACT:

Upon approval, this action will result in an annual cost of $5,500. Current year salary savings due to one 20/40 vacancy.

BACKGROUND:

A current Deputy District Attorney Basic Level has asked to reduce her hours to part-time from full-time when she returns from Maternity Leave. The District Attorney's Office has agreed to reduce her hours however they would like to add an additional District Attorney Basic Level 20/40 position. It is there intent to leave the second 20/40 position vacant, therefore incurring a salary savings in compliance with their vacancy factor.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: District Attorney

cc:

BACKGROUND: (CONT'D)

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved the department will not be able to accommodate their employees request to reduce her hours.

ATTACHMENTS

P300 20663

POSITION ADJUSTMENT REQUEST

NO. 20663
DATE 1/8/09

Department District Attorney — Department No./ Budget Unit No. 0242 — Org No. 2838 — Agency No. 42

Action Requested Reduce one full time 20/40 Deputy District Attorney - Basic Level (2KTF) Position # 3775 to 20/40 and add one 20/40 Deputy District Attorney - Basic Level position (2KTF), FREEZE NEW 20/40 DDA-BASIC POSITION. TNG

CONTRA COSTA COUNTY RECEIVED JAN 14 2009 OFFICE OF COUNTY ADMINISTRATOR

Proposed Effective Date: 2/1/2009

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $ none

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$ 5,500.00	Net County Cost	$ 5,500.00
Total this FY	$ 2,292.00	N.C.C. this FY	$ ~~0~~

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Current year salary savings due to one 20/40 vacancy.

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

J Martinez 12/22/08
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julie Enea — Deputy County Administrator — 1/8/09 Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS — DATE

Add one (1) full time Deputy District Attorney - Basic Level (2KTF) position #3775 from 40/40 to 20/40 and add one (1) 20/40 Deputy District Attorney - Basic Level (2KTF) position.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action. ☒ 01/21/08 (Date)

(for) Director of Human Resources

09 JAN 14 PM 2:49 CONTRA COSTA COUNTY CLERK-RECORDER

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 APPROVED ☐ DISAPPROVED ☐

DAVID TUCH ~~John Cullen~~, 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:

POSITION ADJUSTMENT REQUEST

NO. 20663
DATE 1/8/09

Department District Attorney

Department No./ Budget Unit No. 0242 Org No. 2838 Agency No. 42

Action Requested Reduce one full time 40/40 Deputy District Attorney - Basic Level (2KTF) Position # 3775 to 20/40 and add one 20/40 Deputy District Attorney - Basic Level position (2KTF), FREEZE NEW 20/40 DDA-BASIC POSITION. TMG

CONTRA COSTA COUNTY RECEIVED JAN 14 2009 OFFICE OF COUNTY ADMINISTRATOR

Proposed Effective Date: 2/1/2009

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $ none

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$ 5,500.00	Net County Cost	$ 5,500.00
Total this FY	$ 2,292.00	N.C.C. this FY	$ -0-

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Current year salary savings due to one 20/40 vacancy.

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

J Martinez 12/22/08
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julie Enea 1/8/09
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE

Add one (1) full time Deputy District Attorney - Basic Level (2KTF) position #3775 from 40/40 to 20/40 and add one (1) 20/40 Deputy District Attorney - Basic Level (2KTF) position.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.
☒ 02/11/09 (Date)

(for) Director of Human Resources

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 APPROVED ☒ DISAPPROVED ☐

DATE February 24, 2009

David Twa ~~John Cullen~~, Clerk of the Board of Supervisors and County Administrator

BY C Nelson

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

Contra
Costa
County

To: Board of Supervisors

From: David Twa, County Administrator

Date: February 24, 2009

Subject: Benefits Authorized for Employees of In-Home Supportive Services Public Authority

RECOMMENDATION(S):

ACKNOWLEDGE that the Board of Supervisors, acting as the Governing Body of the In-Home Supportive Services Public Authority (IHSS PA) has historically treated the employees of the IHSS PA in a manner similar to employees of the County with regard to pay and benefits.

ACKNOWLEDGE that the Board of Supervisors, from time to time, takes action to revise the structure of benefits provided to County employees, but to date has had no single document detailing benefits for employees of the IHSS PA;

ADOPT attached Resolution no. 2009/ regarding compensation and benefits for employees of the In-Home Supportive Services Public Authority (IHSS PA).

FISCAL IMPACT:

Totall annual fiscal impact is approximately $480, of which 50% is Federal, 35% is State and 15% is County. This increase in cost results from an increase in the amount of the supplemental bi-lingual pay for two IHSS PA employees to reflect what County employees receive.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Dorothy Sansoe, 335-1009

cc: Human Resources, County Administrator, County Counsel, Auditor-Controller, In-Home Supportive Services Public Authority

BACKGROUND:

The In-Home Supportive Services Public Authority provides oversight of providers of services in the community, maintains a provider registry, enrolls providers into the payroll system, and provides other support services to the IHSS program.

Historically, the fourteen at will employees of the IHSS Public Authority have been provided similar benefits as provided to employees of Contra Costa County. These benefits have never been outlined and specified in one comprehensive document. The proposed resolution will supersede previous actions pertaining to the benefits provided to the IHSS Public Authority staff and, for the first time, document the benefits being provided. These benefits mirror those provided to unrepresented County employees.

ATTACHMENTS

Reso

ExA

Resolution No. 2009/65

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
Acting in its capacity as the Governing Body of the
In-Home Supportive Services Public Authority

Adopted this Order on _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SUBJECT: Compensation and Benefits Authorized for Employees of the In-Home Supportive Services Public Authority for the Period of January 1, 2009 through December 31, 2009 and Until Further Order	))))))	**Resolution No. 2009/65**

The Contra Costa County Board of Supervisors acting in its capacity as the Governing Body of the In-Home Supportive Services Public Authority **RESOLVES THAT:**

Effective upon adoption and continuing to December 31, 2009, and until further order of the Board, the Board adopts the following program of compensation and benefits for the employees of the In-Home Supportive Services Public Authority. Except for Resolution No. 2002/608 (excluding inconsistent provisions concerning the amount of employee contributions for retirement benefits), this Resolution supercedes all previous resolutions providing compensation and benefits for the employees of the In-Home Supportive Services Public Authority.

Unless expressly provided otherwise, this Resolution is subject to the provisions of the 1937 County Employees Retirement Act. This Resolution does not authorize compensation and benefits for any employee who is represented by an employee organization with a Memorandum of Understanding.

Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees of the In-Home Supportive Services Public Authority who work full-time or part-time, twenty (20) or more hours per week.

I. **BENEFITS FOR ALL EMPLOYEES OF IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (IHSS PA)** are provided for those classes listed in **Exhibit A**.

II. **BENEFITS ONLY FOR MANAGEMENT AND EXEMPT EMPLOYEES OF IHSS PA** are provided for those classes listed in Exhibit A, except for the classes listed in **Exhibit B**.

Orig Dept.: County Administrator - Dorothy Sansoe (335-1009)
Human Resources Department - Ted Cwick
cc: County Administrator - Lisa Driscoll
County Counsel - Vickie L. Dawes
Auditor–Controller - Elizabeth Verigin
In-Home Supportive Services Public Authority - Jan Watson
Contra Costa County Employees' Retirement Association

EXHIBIT A

Job Title	Unit Code	Job Code
ADMINISTRATIVE SERVICES ASSISTANT II – PA	8I	8IH9
PROGRAM MANAGER – PA	8I	8IH2
PUBLIC AUTHORITY SECRETARY – ADVANCED	8I	8IH0
PUBLIC AUTHORITY EXECUTIVE DIRECTOR	8I	8IH1
PUBLIC AUTHORITY ACCOUNT CLERK SUPERVISOR	8I	8IH5
REGISTRY/TRAINING SPECIALIST – PA	8I	8IH3
OFFICE MANAGER/SECRETARY – PA	8J	8IH4
PUBLIC AUTHORITY 311 BENEFITS CLERK	8J	8IH8
PUBLIC AUTHORITY BENEFITS CLERK	8J	8IH6
PUBLIC AUTHORITY SENIOR BENEFITS CLERK	8J	8IH7

EXHIBIT B

Job Title	Unit Code	Job Code
OFFICE MANAGER/SECRETARY – PA	8J	8IH4
PUBLIC AUTHORITY 311 BENEFITS CLERK	8J	8IH8
PUBLIC AUTHORITY BENEFITS CLERK	8J	8IH6
PUBLIC AUTHORITY SENIOR BENEFITS CLERK	8J	8IH7

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
Acting in its capacity as the Governing Body of the
In-Home Supportive Services Public Authority

Adopted this Order on **February 24, 2009** by the following vote:

AYES: **Bonilla, Gioia, Uilkema, Piepho & Glover**

NOES: **None**

ABSENT: **None**

ABSTAIN: **None**

SUBJECT: Compensation and Benefits Authorized for Employees of the In-Home Supportive Services Public Authority for the Period of January 1, 2009 through December 31, 2009 and Until Further Order	))))))	**Resolution No. 2009/65**

The Contra Costa County Board of Supervisors acting in its capacity as the Governing Body of the In-Home Supportive Services Public Authority **RESOLVES THAT:**

Effective upon adoption and continuing to December 31, 2009, and until further order of the Board, the Board adopts the following program of compensation and benefits for the employees of the In-Home Supportive Services Public Authority. Except for Resolution No. 2002/608 (excluding inconsistent provisions concerning the amount of employee contributions for retirement benefits), this Resolution supercedes all previous resolutions providing compensation and benefits for the employees of the In-Home Supportive Services Public Authority.

Unless expressly provided otherwise, this Resolution is subject to the provisions of the 1937 County Employees Retirement Act. This Resolution does not authorize compensation and benefits for any employee who is represented by an employee organization with a Memorandum of Understanding.

Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees of the In-Home Supportive Services Public Authority who work full-time or part-time, twenty (20) or more hours per week.

I. **BENEFITS FOR ALL EMPLOYEES OF IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (IHSS PA)** are provided for those classes listed in **Exhibit A**.

II. **BENEFITS ONLY FOR MANAGEMENT AND EXEMPT EMPLOYEES OF IHSS PA** are provided for those classes listed in Exhibit A, except for the classes listed in **Exhibit B**.

Orig Dept.: County Administrator - Dorothy Sansoe (335-1009)
Human Resources Department - Ted Cwick
cc: County Administrator - Lisa Driscoll
County Counsel - Vickie L. Dawes
Auditor–Controller - Elizabeth Verigin
In-Home Supportive Services Public Authority - Jan Watson
Contra Costa County Employees' Retirement Association

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2009/65

Compensation and Benefits Authorized for Employees of the In-Home Supportive Services Public Authority for the Period of January 1, 2009 through December 31, 2009 and Until Further Order:

The Contra Costa County Board of Supervisors, acting in its capacity as the Governing Body of the In-Home Supportive Services Public Authority (IHSS PA) RESOLVES THAT:

Effective upon adoption and continuing to December 31, 2009, and until further order of the Board, the board adopts the following program of compensation and benefits for the employees of the In-Home Supportive Services Public Authority. Except for Resolution No. 2002/608 (excluding inconsistent provisions concerning the amount of employee contributions for retirement benefits), this Resolution supersedes all previous resolutions providing compensation and benefits for the employees of the In-Home Supportive Services Public Authority.

Unless expressly provided otherwise, this Resolution is subject to the provisions of the 1937 County Employees Retirement Act. This Resolution does not authorize compensation and benefits for any employee who is represented by an employee organization with a Memorandum of Understanding.

Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees of the In-Home Supportive Services Public Authority who work full-time or part-time, twenty (20) or more hours per week.

I. BENEFITS FOR ALL EMPLOYEES OF IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (IHSS PA) are provided for those classes listed in Exhibit A.

II. BENEFITS ONLY FOR MANAGEMENT AND EXEMPT EMPLOYEES OF IHSS PA are provided for those classes listed in Exhibit A, except for the classes listed in Exhibit B.

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Dorothy Sansoe, 335-1009

cc: Human Resources, County Administrator, County Counsel, Auditor-Controller, In-Home Supportive Services Public Authority

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Acceptance of Funds from the State Department of Mental Health for the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Funds

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute, on behalf of the County, an agreement with the State Department of Mental Health, to pay the County an amount not to exceed $3,668,800, for fiscal years 2008/2009 through 2011-2012, for Contra Costa County's specific Prevention and Early Intervention (PEI) Planning Estimate, and to sign an Assignment Agreement to assign Contra Costa County's PEI Statewide Project Planning Estimate to the California Department of Mental Health (DMH) for the following PEI Statewide Projects: 1) Suicide Prevention; 2) Student Mental Health Initiative; and 3) Stigma and Discrimination Reduction.

FISCAL IMPACT:

None. These funds in the amount of $3,668,800 will be assigned and allocated to the California Department of Mental Health (DMH) for the three said MHSA PEI Statewide Projects noted above. The Planning Estimates for these Statewide projects are in addition to and (not a part of) the original Planning Estimates provided through Information Notice 07-19 (September 2007) that transmitted the PEI Proposed Guidelines. No County match required.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand (957-5111)

cc: Jacqueline Pigg

BACKGROUND:

In November 2004, California voters approved Proposition 63, the Mental Health Services Act (MHSA) of which was intended to "transform the public mental health system". The MHSA consist of six components that are being rolled out over time by the State Department of Mental (DMH) with the goal of creating a better program of mental health services and supports in California's public mental health systems. The six components of MHSA include: Community Planning; Community Services and Supports (CSS); Capital Facilities and Information Technology; Workforce Education and Training (WE&T); Prevention and Early Intervention (PEI); and Innovation. This is a State mandated program under Welfare & Institutions Codes.

In January 2007 and September 2007, the Mental Health Services Oversight and Accountability Commission (OAC) approved five PEI Statewide Projects and corresponding funding amounts. These Statewide Projects are also identified in the PEI Proposed Guidelines.

In May 2008, the OAC determined that the three PEI Statewide Projects (noted in the recommendations), would be most effectively implemented through a single administrative entity and OAC approved a combined funding level of $40 million each year for four years specifically for these three projects. DMH has agreed to implement these projects upon receiving funds from the Counties and the appropriate state budget authority. For DMH to access funds to implement the PEI Statewide Projects, it is necessary for Counties to assign funds to DMH for these projects.
The MHSA Agreement (Provision 10) allows each County to assign funds in its Planning Estimates for the purpose of implementing statewide MHSA programs or projects within that component on behalf of counties, and such assignment will occur through an assignment agreement executed between the County and California State Department of Mental Health.

Counties will benefit directly and indirectly from these Statewide Projects through training and technical assistance provided to Counties and their PEI partners, support for the implementation of local PEI Projects, media and social marketing materials in multiple languages, model program sites, enhanced state and local partnerships, coordinated state and local efforts, research and evaluation, and statewide quality improvement activities.

Three certified sealed copies of the Board Order should be returned to the Contracts and Grants Unit.

ATTACHMENTS

WILLIAM B. WALKER, M.D.
Health Services Director
DONNA M. WIGAND, L.C.S.W.
Mental Health Director

CONTRA COSTA
HEALTH SERVICES

CONTRA COSTA
MENTAL HEALTH
1340 Arnold Drive, Suite 200
Martinez, CA 94553-4639
Ph 925/957-5114
Fax 925/957-5156
sbradley@hsd.cccounty.us

Date: November 14, 2008

Subject: Assignment of Mental Health Services Act Prevention and Early Intervention Funds for Statewide Projects

Dear PEI Stakeholder Participant and Interested Community Members:

As you may recall, at the October 16, 2008 meeting of the PEI Stakeholder Workgroup, we announced that the State Department of Mental Health was developing several statewide PEI initiatives focusing on specific projects and programs. Because of the way MHSA legislation was written and put into law, each county has received a specific allocation of PEI funding strictly for the statewide PEI projects ($917,200 per year over four years for Contra Costa County). These dollars must now be assigned back to DMH as the single administrative entity. The assignment agreement authorizes the transfer of MHSA funding to DMH to administer three programs: Suicide Prevention; the Student Mental Health Initiative; and Stigma and Discrimination Reduction. The amount to be assigned is a total of $3,668,800 over a four-year period ($917,200 per year for 08/09, 09/10, 10/11, and 11/12).

This is completely separate from Contra Costa's PEI allocation of funding and the PEI plan that we have been developing over the past several months. We cannot use these funds for any other purpose.

A description of these statewide projects is attached. As required under DMH guidelines, we are posting this notice for 30-day comment period. The MHSA PEI Statewide Projects Assignment Agreement is available on the MHSA website:
www.cchealth.org/services/mentalhealth/prop62/pei_planning.php

Thank you for your ongoing support and your active participation in the MHSA planning process. Together we are working toward transforming the Contra Costa County mental health system.

Please e-mail any questions, comments and input to mhsa@hsd.cccounty.us

Sincerely,

Sherry Bradley

Sherry Bradley, MPH
MHSA Program Manager

Enclosures: Supplemental MHSA PEI Statewide Projects Assignment Agreement
Description: Statewide projects
Public Comment Form

CONTRA COSTA COUNTY

Mental Health Services Act
Prevention and Early Intervention (PEI)

Supplemental PEI Statewide Projects
Assignment Agreement

November 14, 2008

Introduction

The Mental Health Services Act (MHSA) provides funding to expand mental health services in California for children, youth, adults and seniors – with the intent of transforming how mental health care is accessed and delivered using programs proven to be effective. A portion of the MHSA funds have been set aside to provide Prevention and Early Intervention (PEI) services. PEI services and programs should be aligned with the transformational concepts inherent in the MHSA:

- Community collaboration;
- Cultural competency;
- Individual/family-driven programs and interventions;
- Wellness focus, including concepts of resilience and recovery; and
- Integrated services experience for individuals and their families.

Contra Costa County Mental Health (CCMH) intends to utilize local and statewide funds as effectively as possible. From our perspective, a statewide approach to certain aspects of prevention is an important component of the overall effort. Broad prevention approaches to suicide prevention, stigma and discrimination and student mental health will connect efforts across counties in California. In order for statewide prevention projects to go forward, counties must assign a portion of PEI funds back to the State for statewide distribution. If the funds are not assigned for statewide use, they cannot be used for other local efforts. To assist with local stakeholder understanding of the process and to comply with the requirement, a brief overview of proposed statewide prevention projects and a copy of the assignment agreement letter are available for stakeholder review and comment.

The Supplemental PEI Statewide Projects Assignment Agreement is for new PEI funds, and as such is available for 30-day public review and comment in Contra Costa County. We appreciate and thank you for your interest. If you have any questions please call MHSA Program Manager Sherry Bradley at 925-957-5150 or e-mail her at sbradley@hsd.cccounty.us.

The assignment agreement will be the topic of a Public Hearing hosted by the Contra Costa County Mental Health Commission on Thursday, December 18, 2008, at 5:00 p.m., in the Board of Supervisors Board Room, located at 651 Pine Street, First Floor, Martinez, CA. Everyone is welcome to attend.

Overview

The Mental Health Services Act Oversight and Accountability Commission (OAC), the California Mental Health Director's Association (CMHDA), and the California State Department of Mental Health (DMH) have been working collaboratively to develop a method of implementation for statewide prevention projects. In 2007, the OAC approved five PEI

Statewide Projects that including funding for each project. If you wish, you may access the statewide projects that are identified in the PEI proposed plan guidelines on the DMH website (http://www.dmh.ca.gov/Prop_63/MHSA/default.asp).

In 2008, the OAC determined that three statewide projects would be most effectively implemented through a single administrative entity, and that a combined funding level each year for four years would be used specifically for these three projects.

Beginning below is a broad description of the three statewide projects:

Suicide Prevention – Intended to significantly impact information about suicide prevention by:

- Building a system of suicide prevention at both state and local levels;
- Providing training, technical assistance, resources and other needed supports to help counties successfully develop and implement suicide prevention activities;
- Increasing the capacity and quality of local suicide prevention hotlines; and
- Increasing the capacity of the workforces to effectively prevent suicides.

Student Mental Health Initiative – Intended to provide grants to educational institutions for:

- Campus-based mental health programs;
- Systems and policy development that integrates a comprehensive system of campus-based supports; and
- Trainings for campus-based staff, County Mental Health staff, other direct providers and educators, and peers and family to raise awareness of mental health and wellness on campuses in order to build capacity for effective early intervention programs.

Stigma and Discrimination Reduction – Intended to develop a strategic plan to reduce stigma and discrimination against people living with mental illness. Goals for this project include:

- Reduce stigma experienced by individuals who have a mental illness, or have a social, emotional or behavioral issue;
- Reduce stigma experienced by parents or caregivers of children, youth and other family members with mental illness, or who have a social, emotional or behavioral issue;
- Reduce stigma associated with seeking services and supports for mental health issues;
- Reduce discrimination against individuals living with mental illness, or who have social, emotional or behavioral issues;
- Support and complement county-level interventions that address stigma and discrimination.

The DMH has agreed to implement these projects upon receiving funds form the counties and the appropriate state budget authority. For DMH to access funds to implement the PEI statewide projects, it is necessary for counties to assign funds to DMH for these projects, These PEI

statewide projects have been and will continue to be developed and implemented with involvement of County Mental Health Directors and staff, CMHDA, OAC staff and other diverse stakeholders throughout California. Once the funds are assigned to DMH, steps toward implementation may begin. Counties throughout the state are conducting their own planning process for local PEI plan development and their own local PEI projects and will benefit directly and indirectly from these statewide projects through training and technical assistance, support for the implementation of local PEI projects, media and social marketing in multiple languages, model program sites, enhancement of state and local efforts, research and evaluation, and statewide quality improvement activities.

Local Community Planning Process:

In Contra Costa County, the community planning process began in February 2008 will continue through the proposed plan submission in early 2009. In collaboration with key community partners, general stakeholder meetings were conducted over a period of months, beginning on March 30, 2008, and concluding with the last PEI Stakeholder meeting held November 6, 2008. Many diverse community members participated by attending stakeholder meetings and/or submitting completed surveys. The local stakeholder process is intended to engage community members to give input concerning certain Key Community Needs and Priority Populations identified in the PEI Plan Guidelines issued by the DMH. Stakeholder input is also included in the analysis, selection and prioritization process that will determine where Contra Costa County will begin its PEI programming efforts. Collaboration and leveraging of existing resources is encouraged in the PEI Plan Guidelines. (For further information, see http://www.dmh.ca.gov/Prop_63/MHSA/Prevention_and_Early_Intervention/default.asp).

Key Community Mental Health Needs:

- Disparities in access to mental health services
- Psycho-social impact of trauma
- At-risk children, youth and adult populations
- Stigma and discrimination
- Suicide risk

Priority Populations:

- Underserved cultural populations of all ages
- Individuals of all ages experiencing onset of serious psychiatric illness
- Trauma-exposed people of all ages
- Children/Youth
  - In stressed families
  - At-risk for school failure
  - At-risk of or experiencing juvenile justice involvement

Key Community Partners for Planning and Implementation of Local PEI Funds:

- Consumers & Family Members
- Representatives from Underserved Communities (Native American, African American, Latino, Asian/Pacific Island, LGBT)
- Social Service (CPS, APS, EHSD, Senior Services, Community Based Orgs)
- Education (Primary, Secondary, 2 post-secondary)
- Health Community (Public Health, Primary Care/Physical Health Care, Clinic Consortium)
- MH Providers (Contractors & County Staff)
- Faith Based Community Representatives
- Law Enforcement (County Sheriff, Local City Jurisdictions, Courts, Probation Dept)
- Contra Costa Mental Health Commission

Enclosure 3

SUPPLEMENTAL MHSA PEI STATEWIDE PROJECTS ASSIGNMENT AGREEMENT

Contra Costa County

Contra Costa County agrees to participate in the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Statewide Projects funded from the PEI Component of the MHSA Three-Year Program and Expenditure Plan. The MHSA PEI Statewide Projects will be administered by the Department of Mental Health 0DMH) in collaboration with the Mental Health Services Oversight and Accountability Commission (OAC) and the California Mental Health Directors Association (CMHDA).

Contra Costa County agrees that upon its approval of this Assignment, in addition to any funds previously assigned, the following amounts will be transferred to DMH concurrent with the start of the State Fiscal Year (SFY) from which they are assigned subject to the effective conditions specified below:

$917,200 of the County's SFY 08/09 PEI Statewide Project Planning Estimate
$917,200 of the County's SFY 09/10 PEI Statewide Project Planning Estimate
$917,200 of the County's SFY 10/11 PEI Statewide Project Planning Estimate
$917,200 of the County's SFY 11/12 PEI Statewide Project Planning Estimate

Specifically, funds in the amount specified will be transferred from the Mental Health Services Fund Local Assistance portion of the DMH state budget, item 4440-001-3085, to the State Operations portion of the DMH state budget, item 4401-001-3085, Program 10, State Operations.

DMH will use these funds to administer three PEI Statewide Projects: Suicide Prevention, Student Mental Health Initiative, and Stigma and Discrimination Reduction.

Assignment shall be effective only upon:

- Approval by DMH;
- A fully-executed County MHSA Agreement with DMH; and
- Appropriation of sufficient funds in the State Budget Act to fund the PEI Statewide Projects outlined above.

Approved for County (by signature) *To be signed following 30 day review/hearing*	Date:
Printed Name and Title: Donna M. Wigand, LCSW, Mental Health Director	

Contra Costa County Mental Health Division
1340 Arnold Drive, Ste. 200 ♦ Martinez, CA 94553
(925) 957-5150 ♦ Fax (925) 957-5156
www.cchealth.org/services/mentalhealth/prop63/pei_planning.php

MENTAL HEALTH SERVICES ACT (MHSA) / PROP. 63

MHSA PEI Assignment Agreement for the
Supplemental PEI Standards Projects – 2008

30-day Public Comment Form
November 14, 2008-December 18, 2008

PERSONAL INFORMATION (Optional)

Name:

_____

Agency/Organization:

_____

Phone Number: (_____) _____ E-mail:

_____

Mailing Address:

_____

City: _____ Zip:

_____

MY ROLE IN THE MENTAL HEALTH COMMUNITY

___ Client/Consumer	___ Social Services	___ Probation
___ Family Member	___ Service Provider	___ Other (specify):
___ Education	___ Law Enforcement/ Criminal Justice	_____

WHAT DO YOU SEE AS THE STRENGTHS OF THE PROPOSED AGREEMENT?

PLEASE EXPLAIN ANY CONCERNS YOU HAVE ABOUT THE AGREEMENT.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Acceptance of Grant Award #28-692-2 from the California Endowment

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, M.D.), to accept on behalf of the County, Grant Award #28-692-2 (#20081186) for the California Endowment, to pay the County an amount not to exceed $225,000, for the Community Action to fight Asthma/Contra Costa Asthma Coalition Project, for the period July 1, 2008 through February 28, 2010.

FISCAL IMPACT:

Approval of this Grant Award will result in an amount not to exceed $225,000 in funding from the California Endowment for the Department' Community Action to fight Asthma/Contra Costa Asthma Coalition Project. No County funds required.

BACKGROUND:

The Contra Costa Asthma Coalition Project will address the higher than average rate of asthma in children throughout Contra Costa County. This project interfaces with several other County Programs, such as the County's Health Plan and Public Health Clinics that provide case management services to child asthmatics. One key priority of the California Endowment's

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

Contact: Wendel Brunner, M.D. (313-6712)

By: Celicia Nelson, Deputy

cc: Jacqueline Pigg, Barbara Borbon

BACKGROUND: (CONT'D)

Asthma Initiatives is to effectively collaborate with existing programs and projects in order to maximize the County's ability to reduce the negative impact of asthma on children in Contra Costa.

Approval of Grant Award #28-692-2 will allow funding to the Department for the coalition to continue to meet its objectives of educating and organizing West County residents about asthma and air pollution issues, and how to advocate for policy changes that will reduce environmental triggers for asthma through February 28, 2010.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Agreement (Amendment) #28-528-36 with the County of Alameda

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, MD) to execute on behalf of the County, Agreement (Amendment) #28-528-36 with the County of Alameda, effective March 1, 2008, to amend Agreement #28-528-34 (as amended by Amendment Agreement #28-528-35), to increase the total payment limit payable to County by $21,796 from $1,225,000 to a new total of $1,246,796 and to make technical adjustments to the agreement with no change in the original term of March 1, 2008 through February 28, 2009.

FISCAL IMPACT:

This agreement will result in an increase in the amount of funding by $21,796 to a new payment limit of $1,246,796, from the County of Alameda, as the Grantee of federal funds under the Ryan White HIV/AIDS Treatment Modernization Act of 2006, Part A. No County match is required.

BACKGROUND:

The U.S. Department of Health and Human Services has designated the County of Alameda as "Grantee" for the purpose of administering the Ryan White HIV/AIDS Treatment

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

Contact: Wendel Brunner, M.D. (313-6712)

By: Celicia Nelson, Deputy

cc: Jacqueline Pigg, Barbara Borbon

BACKGROUND: (CONT'D)

Modernization Act of 2006, Part A funds for coordination of essential services to County Costa County residence with HIV disease and their families. On June 3, 2008, the Board of Supervisors approved Agreement #28-528-34 (as amended by Amendment Agreement #28-528-35) with the County of Alameda, as the Grantee of Federal Ryan White HIV/AIDS Treatment Modernization Act of 2006, Part A funds, for the period from March 1, 2008 through February 28, 2009, for coordination of essential services to County Costa County residence with HIV disease and their families. Approval of this Agreement (Amendment) #28-528-36 will increase payment to the County, in amount not to exceed $21,796 for these services, make technical adjustments, and allow services to continue through February 28, 2009.

Four sealed/certified copies of this Board Order should be returned to the Contracts and Grants Unit for submission to the County of Alameda.

Contra Costa County

To: Board of Supervisors

From: Michael J. Lango, General Services Director

Date: February 24, 2009

Subject: APPROVE FUNDING AGREEMENT FOR TRANSPORTATION FUND CLEAN AIR GRANT

RECOMMENDATION(S):

APPROVE and AUTHORIZE the General Services Director, or designee, to execute a Transportation Fund for Clean Air (TFCA) funding agreement with the Bay Area Air Quality Management District in the amount of $70,000 from March 1, 2009 through February 28, 2010.

FISCAL IMPACT:

The TFCA grant application is for $70,000 to install Particulate Matter (PM) traps on four diesel prisoner transport buses operated by the County. The total project cost is $80,800 and the County match is $10,800. The County match will be paid through Sheriff funds.

BACKGROUND:

The Bay Area Air Quality Management District (BAAQMD) administers the Transportation Fund for the Clean Air Program, whereby local governments and other organizations may apply for grant funding to assist financing clean air projects. One of the project areas available for funding under the TFCA program is the retrofitting

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Mike Lango (925) 313-7120

cc: Madlin King, Becky Eaton - Accounting, Barbara Riveira - CAO, Terry Mann - Fleet

BACKGROUND: (CONT'D)

of existing diesel powered vehicle exhaust systems with PM traps in order to reduce exhaust emissions. The proposed project is intended to install PM traps on four of the five County prisoner transport buses, which travel daily throughout the County. The PM traps will reduce particulate matter emissions from these vehicles by 85% and Nitrogen Oxide (NOx) emissions by 25%.

CONSEQUENCE OF NEGATIVE ACTION:

If the funding agreement is not approved, the County would have to pay an additional $70,000 to install mandated PM traps on the four diesel buses.

ATTACHMENTS

TFCA Funding Agreement 08R29

TFCA Funding Approval

TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT

BETWEEN

THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT

AND

COUNTY OF CONTRA COSTA

PROJECT NUMBER: 08R29

This funding agreement "Agreement" is made and entered into between the County of Contra Costa (hereinafter referred to as "Project Sponsor") and the Bay Area Air Quality Management District, hereinafter referred to as the "Air District" (and hereinafter referred to jointly as the "Parties").

SECTION I

RECITALS

1) California Health and Safety Code Sections 44223 and 44225 authorize the Air District to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation pollution reduction projects.

2) The Air District has established a grant fund, entitled the Transportation Fund for Clean Air ("TFCA") to implement such a program. Under the TFCA's Regional Fund Program, the Air District may issue TFCA funds to public agencies and, for certain vehicle-based projects, to other entities within the Air District's jurisdiction ("Program").

3) California Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the plan adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and are in effect as of the date of execution of this Agreement.

4) On October 1, 2008, the Board of Directors of the Air District approved an award of a TFCA Program grant to the Project Sponsor to implement an eligible mobile source or transportation control project to improve air quality in the San Francisco Bay Area Air Basin based on the Program's eligibility criteria and on information provided in Project Sponsor's application ("Project").

5) The Air District and Project Sponsor desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, pursuant to California Health and Safety Code Section 44241, the Parties hereby agree as follows:

SECTION II

PROJECT SPONSOR OBLIGATIONS

1) The Project Sponsor hereby agrees to implement the Project, as described more fully in Attachment A, "Project Specific Information," and in Attachment B, "Project Description." Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto shall be deemed a breach of this Agreement and may result in termination of the Agreement.

2) The Project Sponsor will complete the Project within the Total Project Cost. Allowable project costs are listed in the TFCA Line Item Project Budget. Only those allowable Project costs incurred following the Effective Date of this Agreement and prior to the completion or termination of the Project are eligible to receive TFCA funds. Any Project cost overruns are the sole responsibility of the Project Sponsor.

3) The Air District's funding obligation under this Agreement is limited to the TFCA Regional Funds Awarded. The Project Sponsor will contribute or expend the total amount of Matching Funds prior to submission of the Final Invoice. If the actual total cost of the Project listed in the Final Report submitted and approved by the Air District is less than the Total Project Cost, the Air District reserves the right to reduce the amount of TFCA Regional Funds Awarded at its sole discretion. The Project Sponsor is responsible for assuring that use of the Matching Funds does not conflict with any federal, state or local requirements for its use.

4) If TFCA Administrative Costs are included in the TFCA Line Item Project Budget, Project Sponsor will not use more then five (5) percent of the TFCA Regional Funds Awarded for allowable costs incurred in the administration of the Project. In the event that the actual project cost is less than the Total Project Cost, the amount of allowable TFCA Administrative Costs shall be reduced as described in Attachment A. Allowable project administrative costs are listed in Appendix C of the "2008 Transportation Fund for Clean Air Regional Fund Application Guidance."

5) The Project Sponsor will submit invoices on the Air District's Invoice Form for reimbursement of eligible Project costs and expenses consistent with the TFCA Regional Funds Awarded, Invoice and Payment Schedule, and Project Schedule. Invoices will include a summary sheet specifying the Project number; an itemized list of all expenses incurred; and the total funds being requested. The invoice will also provide supporting documentation such as copies of invoices from vendors, consultants, or contractors with an explanation of the goods or services provided for the Project and copies of time sheets documenting hourly labor costs incurred.

   The Air District may withhold funds pending receipt of any report.

   The Air District will retain fifteen (15) percent of the TFCA Regional Funds Awarded against each invoice paid until the Final Report is received and approved by the District. The 15% may be requested by a Project Sponsor in the Final Invoice.

6) The Project Sponsor must submit the Final Invoice for payment no later than ninety (90) days after the deadline to submit the Final Report, the requirements and deadline for which are set forth in Attachment C. The Air District will not process the Final Invoice submitted by the Project Sponsor until the Air District accepts the Final Report.

If invoices include TFCA Administrative Costs, the Project Sponsor must also provide supporting documentation of the costs incurred. Such documentation will include the dates such costs were incurred, the job titles and hourly pay rates of employees performing eligible project administrative tasks, tasks performed by those employees, the number of hours spent performing such tasks, and the total charges.

7) The Project Sponsor will allow Air District staff or its authorized representatives, for the duration of the Project and for three (3) years following the later of a) the Air District's payment of the approved Final Invoice after submission and acceptance of the Final Report or b) the end of the Project's Useful Life to inspect and audit the Project. During audits, the Project Sponsor will make available to the Air District all records relating to Project performance and expenses incurred in the implementation of the Project. During inspections the Project Sponsor will provide, at the request of the Air District, access to inspect the Project and information regarding the Project's status.

8) The Project Sponsor will prepare and maintain all necessary Project records to document Project activities and performance, including documentation to support the Project reporting requirements, set forth in Attachment C. The Project Sponsor will keep Project records in one central location for a period of three (3) years after the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report, or b) the end of the Project's Useful Life. The Project Sponsor will submit the following reports to the Air District by the specified due dates:

   a. Semi-annual Report, and

   b. Final Report.

9) The Project Sponsor will monitor the operational status of the Project for the Project Useful Life. The Project Sponsor will notify the Air District in writing of any change in operational status of any portion of the Project within thirty (30) calendar days of its occurrence. For purposes of this Agreement, a "change in operational status" occurs whenever any portion of the Project is removed from active service, relocated outside the boundaries of the Air District, inoperable, sold, or transferred to another entity, before full completion of the Project Useful Life. Failure to provide the required written notice of a change in operational status on a timely basis is a breach of this Agreement.

   If the Project Sponsor seeks to transfer any Project equipment to another location within the Air District's jurisdiction, the Project Sponsor may seek a modification of this Agreement in advance to allow for such transfer. The Project Sponsor may not transfer the equipment without the prior approval of the Air District. Failure to obtain prior approval is a breach of this Agreement.

10) The Project Sponsor will maintain the portions of the Project funded under this Agreement according to the manufacturer's specifications for the Project Useful Life, except for advanced vehicle technology demonstration projects, as specified in Special Conditions, Attachment A.

11) The Project Sponsor will acknowledge the Air District as a Project funding source during the Project's Useful Life. The Project Sponsor will use, and require third parties who implement the Project to use, the Air District's approved logo for the Project, as specified below:

   a. The logo will be used on signs posted at the site of any Project construction;

b. The logo will be displayed on any vehicles or equipment operated or obtained as part of the Project;

c. The logo will be used on any public information materials relating to the Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps, and other promotional materials; and

d. The Project Sponsor will demonstrate to the Air District through evidence such as photographs of vehicles and copies of press releases that Air District logos are used and displayed as required.

12) The Project Sponsor will obtain and maintain throughout the Term of this Agreement the insurance coverage specified in Attachment D, "Insurance Requirements," and will comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.

13) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Project Sponsor will place in the public domain any software, written document, or other product developed with TFCA funds as part of the Project and will require recipients of Project funds, if any, to do the same.

14) The Project Sponsor will use TFCA Regional Funds Awarded only for the implementation of a project that results in surplus motor vehicle emission reductions within the Air District's jurisdiction. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) at the time the Air District Board of Directors approves a grant award.

15) The Project Sponsor will comply with all Program requirements set forth in the Air District's "Board-Adopted Transportation Fund for Clean Air (TFCA) Regional Fund Policies for FY 2008/2009," which are incorporated therein as Appendix A, and made a part of the "Regional Fund Grant Application Guidance for Fiscal Year 2008/2009," dated April 2008, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

SECTION III

AIR DISTRICT OBLIGATIONS

1) The Air District will provide eligible TFCA funds for this Project in an amount not to exceed the TFCA Regional Funds Awarded.

2) The Air District will endeavor to pay the undisputed amount of an approved invoice within thirty (30) calendar days of the Air District's receipt of such invoice.

3) The Air District will provide timely notice to the Project Sponsor prior to conducting an audit.

4) The Air District will provide the Project Sponsor a copy of the fiscal and performance audits of the Project as specified in California Health and Safety Code Section 44242.

5) The Air District will provide the Project Sponsor all Air District-approved Regional Fund reporting and invoice forms.

6) The Air District will make its logo available to Project Sponsors.

SECTION IV

GENERAL PROVISIONS

1) Effective Date: The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement.

2) Term: The term of this Agreement shall be from the Effective Date of this Agreement until the end of three (3) years from the later of either 1) the date of the Air District's payment after acceptance of the Final Report, or 2) the last day of the Project Useful Life, unless this Agreement is terminated or amended as provided below.

3) Amendment: This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall constitute an Amendment under this Agreement.

4) Project Liaison: Within fifteen (15) days from the Effective Date of this Agreement, the Project Sponsor shall notify the Air District of the Project Sponsor's Project Liaison and of the Liaison's address, telephone number, fax number, and email address. The Project Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify the Air District of a change of Project Liaison or of the Liaison's contact information in writing no later than thirty (30) days from the date of the change.

5) Notices: Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Within fifteen (15) days from the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the Project Number.

6) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Sections II.7, II.8, II.9, II.10 and II.11.

7) Termination:

   A. Voluntary. Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of receipt of such notice. Notice shall be delivered as provided for in Section IV.5 above. If the Project Sponsor terminates this Agreement for reasons other than those set forth in the Early Termination provision below, the Project Sponsor shall not be entitled to the full amount of the TFCA Regional Funds Awarded. The Project Sponsor may retain or receive payment for that portion of the TFCA Funds to which they are entitled.

   Unless the Parties have agreed to an alternative reimbursement formula, which is set forth in the Project Special Conditions, the Air District will calculate the amount of funds to which the Project Sponsor is eligible by a) dividing the amount of the TFCA Regional Funds Awarded by the number of years of the Project Useful Life, and then, b) multiplying that amount by the number of full years of operation completed at the time the Agreement is

terminated. If the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is eligible, the Project Sponsor shall pay the funds owed to the Air District within thirty (30) days of the effective date of termination.

If the Air District terminates this Agreement pursuant to this provision, the Project Sponsor shall cease all work under this Agreement immediately and shall cease further expenditures of TFCA funds immediately upon receipt of the notice of termination, except for any work that the Air District has permitted in the notice of termination to continue. The Air District will reimburse Project Sponsor for eligible costs on the Project expended up to the effective date of the termination.

B. Breach. The Air District may terminate this Agreement for breach. The Air District will deliver a written notice of breach that specifies the date of termination, which will be no less than ten (10) business days from delivery of such notice, and will provide the Project Sponsor the opportunity to contest such breach within that period of time. The notice of termination will specify the amount of the TFCA Regional Funds Awarded that the Air District has paid. The Project Sponsor shall reimburse any funds owed the Air District within thirty (30) days of the effective date of termination.

Unless this Agreement provides for an alternative reimbursement formula set forth in Special Conditions, listed in Attachment A, the Air District will calculate the amount of funds owed based on each year or part of each year of the Project Useful Life that Project Sponsor operated the Project prior to the breach. For example, if the Air District determines that the Project Sponsor breached this Agreement during the seventh year of operation of the Project that has a ten-year Project Useful Life, the Air District will reimburse the Project Sponsor up to the amount of the TFCA Regional Funds Awarded that represents six years of operations.

C. Early Termination: Notwithstanding the force majeure provisions set forth in Section IV.14 below, the Project Sponsor may seek to terminate this Agreement prior to the end of the Term if a) the vehicles or associated equipment funded under this Agreement become inoperable through failure of mechanical components or systems directly related to the fuel technology being utilized, and b) such failure is not caused by the Project Sponsor's negligence, misuse, or malfeasance. To obtain an early termination, the Project Sponsor shall submit to the Air District a written request with documentation to support such early termination. The Project Sponsor will not be deemed in breach of this Agreement if the Air District approves the request for an early termination.

Reimbursement for Early Termination: If the Project Sponsor seeks an early termination of this Agreement, the Project Sponsor understands and agrees that it shall reimburse a percentage of the TFCA Funds Awarded that have been paid to Project Sponsor, if any, in accordance with the following schedule: 50%, if the termination occurs prior to completion of one (1) year of operation of the equipment covered by this Agreement; 30%, if termination occurs between years one (1) and two (2) of operation; 15% between years two (2) and three (3) of operation; 0%, after three (3) of operation. The reimbursable amount shall be paid to the Air District within sixty (60) calendar days of the early termination date.

8) Additional Provisions and 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 that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All

attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.

9) Indemnification: The Project Sponsor shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the Project Sponsor of its duties under this Agreement, and shall require any third party who owns, operates, controls or implements any portion of the Project to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the Project or operation or use of any portion of the Project. The Project Sponsor's indemnification and its obligation to have applicable third parties indemnify the Air District shall survive expiration or termination of this Agreement.

10) Independent Contractor: Neither the Project Sponsor nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and the Air District.

11) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.

12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

14) Force Majeure: Neither the Air District nor the Project Sponsor shall be liable for, or deemed to be in default for, any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other causes, except financial, that are beyond the reasonable control of the Air District or the Project Sponsor, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that Party takes all reasonable action to

mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.

15) Governing Law: Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.

16) Public Entities - Conflict of Interest: The Project Sponsor warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.

17) Integration: This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Project Sponsor related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

SIGNATURES:

by: _____
Mike Lango
Director, General Services Department
County of Contra Costa

by: _____ Date: _____
Jack P. Broadbent
Executive Officer/APCO
Bay Area Air Quality Management District

Approved as to legal form:

by: Abigail L. Daze
Legal Counsel
County of Contra Costa

by: _____
Brian C. Bunger
District Counsel
Bay Area Air Quality Management District

ATTACHMENT A
PROJECT SPECIFIC INFORMATION

(Note: The section numbers shown in parentheses below refer to sections in the Funding Agreement.)

1. **Project Sponsor:** County of Contra Costa

2. **Project Number:** 08R29

3. **Total Project Cost (Section II.2):** $80,800

4. **Matching Funds (Section II.3):** $10,800

Line Item	Amount
Purchase and Installation of Four (4) Retrofit Devices	$10,800
Total	**$10,800**

5. **TFCA Regional Funds Awarded (Sections II.3, II.4, II.5, II.14, III.1, IV.7):** The maximum award will be $70,000. If the actual cost of the Project is less than the Total Project Cost, the Air District will fund 86.634% of the actual total project cost.

6. **TFCA Line Item Project Budget (Sections II.2, II.4):** Eligible expenditures for TFCA Regional Funds Awarded include the listed line items, as follows:

Line Item	Amount
Purchase and Installation of Four (4) Retrofit Devices; not to exceed the cost of $17,500 per device	$70,000
Total	**$70,000**

7. **Invoice and Payment Schedule (Sections II.5, III.2):** The Project Sponsor may submit an invoice for reimbursement for each vehicle after the vehicle identified in the Project Description has been retrofitted and placed into service. Each invoice shall include: 1) a summary sheet listing all expenses incurred to date, and 2) a table listing Vehicle Identification Number(s), Engine Year/Make/Model, Make/Model of Retrofit Device, and vehicle fleet/unit number. Each invoice shall also include a copy of the vendor invoice, vehicle registration and insurance.

8. **Final Invoice (Section II.5):** The Final Invoice for reimbursement and for fifteen percent (15%) of the TFCA Regional Funds Awarded is to be submitted no later than ninety (90) days after the deadline to submit the Final Report. The Final Invoice shall also include an itemized listing of each Project component funded under this Agreement.

9. **Special Conditions (Sections II.10, IV.7)**: None.

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ATTACHMENT B
PROJECT DESCRIPTION

1. **Project Title:** Retrofit Four Heavy Duty Vehicles

2. **Project Useful Life:** 5 years

3. **Project Description:** The following vehicle(s) shall be retrofitted with the following Level 3 Retrofit device(s)*:

Vehicle ID Number (VIN)	Engine Year	Engine Make	Engine Model	Engine hpr	Name of Retrofit Device (Make/Model)
1T7HT2B2311094619	2000	CAT	3126	250	CLEAIRE LONGVIEW
1T7HT2B2821110024	2001	CAT	3126	250	CLEAIRE LONGVIEW
1T7HT2B2621110023	2001	CAT	3126	250	CLEAIRE LONGVIEW
1T7HT2C2031127609	2003	CAT	3126	250	CLEAIRE LONGVIEW

* Level 3 Retrofit devices must meet or exceed 2009 NO_2 (plus rating) as defined by the California Air Resources Board (CARB). Devices installed (or costs incurred) that do not meet 2009 NO_2 standards are not eligible Project costs for reimbursement.

4. **Project Schedule:**

Milestone	Completion Date
Order components, schedule installations	March 31, 2009
Commence installations	May 31, 2009
Project Completion	December 31, 2009
Final Report due, per Attachment C	February 28, 2010

5. **Project Goal:** To reduce on-road heavy-duty vehicle emissions.

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ATTACHMENT C
MONITORING OF PROJECT PERFORMANCE

1. Semi-Annual Reports (Section II.8):

Due Dates: Every April 15 and October 15 following the Effective Date until the Final Report has been submitted.

The Project Sponsor shall submit Semi-annual Reports to the Air District summarizing Project progress. Semi-annual Reports shall be prepared on the Air District's Semi-annual Report form.

2. Final Report (Section II.8):

Due Date: February 28, 2010

The Final Report shall include the following information:

A. A description of the equipment purchased as part of the Project, including: a table listing Vehicle Identification Number(s); engine Make/Model and year; retrofit device Make/Model; and vehicle fleet/unit number.

B. A summary of any problems encountered in the initial operation of the heavy-duty vehicles retrofitted with this grant.

C. Documentation that the Project Sponsor has acknowledged the Air District as a Project funding source during the Project's Useful Life (Section II.11).

D. Copies of promotional materials, press releases, newsletter articles, or other media coverage related to the Project (Section II.11).

E. Documentation demonstrating that Level 3 devices meet or exceed 2009 NO_2 (plus rating) as defined by the California Air Resources Board (CARB).

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ATTACHMENT D
INSURANCE REQUIREMENTS

Verification of Coverage

Project Sponsor shall provide the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Project Sponsor to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

Minimum Scope of Insurance

Throughout the Term of the Agreement, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below. Project Sponsor to initial next to each checked insurance requirement to confirm understanding and agreement with the applicable Project insurance requirements:

Required if checked

1. Liability Insurance

[X] ____ Initial — Corporations/Private and Public Entities - a limit of not less than $1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

[ ] ____ Initial — Single Vehicle Owners - a limit of not less than $750,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

2. Property Insurance

[ ] ____ Initial — Repower and New Vehicle/Equipment Purchase - in an amount of not less than the insurable value of Project Sponsor's vehicles, engines or equipment funded under the Agreement of which this Attachment is a part, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

[X] ____ Initial — Property Insurance for Retrofit Projects – for all 2003 model year or newer vehicles in an amount of not less than the insurable value of Project Sponsor's vehicles, covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

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BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT
SINCE 1955

ALAMEDA COUNTY
Tom Bates
(Secretary)
Scott Haggerty
Jennifer Hosterman
Nate Miley

CONTRA COSTA COUNTY
John Gioia
Mark Ross
Michael Shimansky
Gayle B. Uilkema

MARIN COUNTY
Harold C. Brown, Jr.

NAPA COUNTY
Brad Wagenknecht
(Vice-Chairperson)

SAN FRANCISCO COUNTY
Chris Daly
Gavin Newsom

SAN MATEO COUNTY
Carol Klatt

SANTA CLARA COUNTY
Susan Garner
Yoriko Kishimoto
Liz Kniss
Ken Yeager

SOLANO COUNTY
Elizabeth Patterson
Jim Spering

SONOMA COUNTY
Pamela Torliatt
(Chairperson)
Shirlee Zane

Jack P. Broadbent
EXECUTIVE OFFICER/APCO

February 6, 2009

Richard Battersby
County of Contra Costa
2467 Waterbird Way
Martinez, CA 94553

Dear Mr. Richard Battersby:

On October 1, 2008, the Bay Area Air Quality Management District (Air District) Board of Directors approved an award of a grant for funding from the Transportation Fund for Clean Air (TFCA) Regional Fund for the project listed below. We commend your efforts to help reduce air pollution.

Project #	Project Title	Amount
08R29	Retrofit Four Heavy Duty Vehicles	$70,000

Enclosed is the proposed funding Agreement for your review and signature. The Agreement sets forth the terms, conditions, and recordkeeping requirements of the grant. Failure to sign and return the enclosed Agreement within 60 calendar days of the date of this letter will subject the grant offer to cancellation.

Please note that only a fully executed agreement, signed by both the Project Sponsor and the Air District, constitutes a final approval and obligation on the part of the Air District. Also, please note that the Air District will not process payment requests: 1) if the agreement for the project is not properly executed, 2) if any costs are incurred before the date that the agreement is executed, or 3) if the project is no longer eligible for TFCA funding.

Please return the following documents along with two signed agreements:

1. Documentation of insurance, as specified in Section II, Paragraph 12 and in Attachment D of the Funding Agreement; and
2. A W-9 form. The form can be found at http://www.irs.gov.

If you wish to accept this grant, **please sign and return both originals along with the required documents**, to:

Bay Area Air Quality Management District
Attn: David Wiley, Strategic Incentives Division
939 Ellis Street
San Francisco, CA 94109

Spare the Air

The Air District is a Certified Green Business

Printed using soy-based inks on 100% post-consumer recycled content paper

Contra Costa County

To: Board of Supervisors

From: Joe Valentine, Employment & Human Services Director

Date: February 24, 2009

Subject: CA CDE CPKF Pre-K Literacy Contract Amendment 1

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Employment & Human Services Department Director, or designee, to execute a contract amendment with the California Department of Education to increase the payment limit by $4,735 for a new payment limit not to exceed $296,045, for full-day Pre-Kindergarten Family Literacy program services with no change to the term July 1, 2008 through June 30, 2009.

FISCAL IMPACT:
No County costs. 100% State funding

BACKGROUND:
On August 12, 2008 the Board of Supervisors accepted funding from the California Department of Education to fund Pre-Kindergarten Family Literacy programs in Contra Costa County. This amendment is to restore funds not included in the original contract due to state budget constraints at the time. Approval of this amendment will allow for continued program services to program eligible children and families.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: C. Youngblood, 313-1712

cc: Cassandra Youngblood, Ressie Dayco

CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the Employment & Human Services Department's Head Start and Child Development programs supports three of Contra Costa County's community outcomes. Outcome 1: "Children Ready for 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: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Grant Agreement #28-511-18 from the California Integrated Waste Management Board

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Sherman Quinlan) to accept on behalf of the County, Grant Award Agreement #28-511-18 from the California Integrated Waste Management Board (CIWMB, EA19-08-15), to pay County an amount not to exceed $25,830, for the continuation of the Local Enforcement Agency (LEA) assistance funds for the Department's Environmental Health Division (Solid Waste Program), for the period July 1, 2008 through June 30, 2009, including agreeing to indemnify and hold harmless the Grantor from any claims arising out of the performance of this Agreement.

FISCAL IMPACT:
Approval of this agreement will result in $25,830 of funding from the California Integrated Waste Management Board for the Department's Solid Waste Program. No County funds are required.

BACKGROUND:
The California Integrated Waste Management Board (CIWMB) is accepting applications for the Local Enforcement Agency (LEA) Grant Program for the period from July 1, 2008 through

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Sherman Quinlan (692-2521)

cc: Jacqueline Pigg, Barbara Borbon

BACKGROUND: (CONT'D)

June 30, 2009. Pursuant to Public Resources Code Section 43230, this grant award will be used solely for the support of the solid waste facilities permit and inspection programs. These funds will supplement the Local Enforcement Agency (LEA) existing budget for equipment, training, supplies, personnel, and technical support. On June 3, 2008, the Board of Supervisors approved submission of funding application #28-511-17 with the California Integrated Waste Management Board for the Department's Environmental Health Division (Solid Waste Program), for the period July 1, 2008 through June 30, 2009. Approval of this Grant Agreement #28-511-18 will allow the Department continuous Local Enforcement Agency (LEA) assistance funding to continue the Solid Waste Program through June, 30, 2009.

Three certified and sealed copies of the Board Order authorizing submission of the application should be returned to the Contracts and Grants Unit.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Grant Award #29-677 from the California Healthcare Foundation

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Jeff Smith, M.D.) to accept on behalf of the County Grant Award #29-677 (08-1057) from the California Healthcare Foundation, to pay the County an amount not to exceed $40,000 for the Enabling Chronic Disease Registries Project, a Multi-Condition Chronic Disease Management System (CDMS), for the period from May 1, 2008 through February 28, 2009.

FISCAL IMPACT:
Approval of this Award will result in $40,000 from the California Healthcare Foundation for the County's Regional Medical Center Enabling Chronic Disease Registries Project, a Multi-Condition Chronic Disease Management System (CDMS). No County funds are required.

BACKGROUND:
Fourteen million Californians have at least one chronic condition, while seven million have two or more conditions and yet direct health care accounts for more than 75 percent of total health care expenditures. Despite a wealth of scientific evidence and the availability

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Jeff Smith, M.D. (370-5113)

cc: Jacqueline Pigg, Barbara Borbon

BACKGROUND: (CONT'D)

of information about best practices in chronic disease care, many patients do not receive the care and support they need to effectively manage their conditions. Funding for this Enabling Chronic Disease Registries Project, a Multi-Condition Chronic Disease Management System (CDMS), will allow the County's Regional Medical Center to purchase this chronic disease management system with the proper functionality to accelerate the spread of chronic disease improvement work throughout Contra Costa County. The goal of the project will be to improve health outcomes and assist in the reduction of health disparities, while having the ability to track and monitor the care of patients with chronic conditions over time, identify those with gaps in care and reach out to bring them in for needed tests or treatment, and to provide clinicians with timely and accurate information about what is needed at the time of a patient visit.

Approval of Grant Award #29-677 will provide funding to expand the chronic disease registry functionality and implementation of a new chronic disease management system (CDMS) at Contra Costa Regional Medical Center through, February 28, 2009.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Interagency Agreement #28-725-4 with Lafayette School District

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Wendel Brunner, M.D.), to execute on behalf of the County, Interagency Agreement #28-725-4 with Lafayette School District, to pay the County an amount not to exceed $1,600, for the Public Health Department's Scoliosis Screening Project for 7th and 8th grade students for the period from February 1, 2009 through January 31, 2010.

FISCAL IMPACT:
Approval of this Interagency Agreement will allow Lafayette School District to pay County $1,600 to support the Public Health Department's Scoliosis Screening Project, through January 31, 2010.

BACKGROUND:
Lafayette School District has requested that Contra Costa County Health Services, Public Health Division, provide Scoliosis Screening Clinics at the Stanley Intermediate School for their 7th grade girls and 8th grade boys, throughout the school year. By providing an outreach program such as the scoliosis screening of their students, the School District is able to provide

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

Contact: Wendel Brunner, M.D., 313-6712

By: Celicia Nelson, Deputy

cc: Barbara Borbon, HS Contract & Grants, Detra Morgan, HS Contracts & Grants

BACKGROUND: (CONT'D)

a valuable diagnostic and preventative service to their students who might otherwise go untreated.

On January 15, 2008, the Board of Supervisors approved Interagency Agreement #28-725-3 with Lafayette School District, for the period from January 1, 2008 through December 31, 2008. Approval of Interagency Agreeement #28-725-4 will allow the County to continue to provide scoliosis screening services to Lafayette School District students, through Janaury 31, 2010.

Contra Costa County

To: Board of Supervisors

From: Anne Cain, Librarian

Date: February 24, 2009

Subject: Public Library Innovation Grant

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Librarian, or designee, to partner with the City of Lafayette to accept a grant in the amount of $50,350 from the International City Management Association (ICMA) to provide technology and resources for emergency preparedness education and response in the new Lafayette Library and Learning Center (LLLC). (no matching funds required)

FISCAL IMPACT:
No matching funds are required.

BACKGROUND:
The Lafayette Library and Learning Center is scheduled to open in late Fall 2009. The City's new Emergency Operation Center (EOC) will be located in the new library. The partnership formed through this grant will expand the City's capabilities to respond to local and regional emergencies and will provide opportunities for the library to present emergency readiness education and training to residents, organizations and businesses.

Specifically, the Contra Costa County Library will:

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson , Deputy

Contact: Anne Cain (925) 927-3201

cc:

BACKGROUND: (CONT'D)

• Form a new partnership with the City of Lafayette to take an active role in emergency preparedness
• Assist the EOC in providing critical information to the community before, during and after a disaster
• Provide training programs and other educational opportunities to the community in emergency readiness and response
• Offer collections in multiple formats in a variety of emergency related topics
• Work with the City and the EOC to provide Web services that provide information and services prior to and during an emergency
• Work with the business community and neighborhood groups to provide information on workplace and neighborhood safety and response
• Use disaster anniversaries as educational opportunities
• Use existing and develop additional outreach opportunities and assistive technology to ensure that vital emergency information reaches the community's most vulnerable residents
• Participate in the development of a community network to provide essential services during and after an emergency
• Work with the City to create and maintain a registry of emergency community volunteers

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Notice of Grant Award #29-676 from the California Health Care Safety Net Institute

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Jeff Smith, M.D.) to accept notice of Grant Award from the California Health Care Safety Net Institute, to pay the County an amount not to exceed 200,000 for the Safe and Efficient Electronic Prescribing Practices for the Underserved and Uninsured in California Public Hospital Clinics Project for the period from October 15, 2008 through January 31, 2010.

FISCAL IMPACT:
Acceptance of this Award will result in $200,000 from the California Health Care Safety Net Institute, for the Safe and Efficient Electronic Prescribing Practices for the Underserved and Uninsured in California Public Hospital Clinics Project at Contra Costa Regional Medical Center. No County funds are required.

BACKGROUND:
The California Health Care Safety Net Institute (SNI) has designed a program to promote safe and efficient electronic prescribing practices for the underserve and uninsured in California Public Hospital Clinics (CAPH). E-prescribing demonstrates proven workflow efficiencies,

☑ APPROVE ☐ OTHER

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Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Jeff Smith, M.D. (370-5113)

cc: Jacqueline Pigg, Barbara Borbon

BACKGROUND: (CONT'D)

reduce human error by streamlining the communications process between providers and pharmacies, thereby greatly reducing prescription errors, and improving the quality and safety of patient care of medication history information. SNI will provide funds to Contra Costa Regional Medical Center (CCRMC) to reduce cost by enabling formulary data, complete patient information and clinical advice at the point of care. The goal of phase I of E-prescribing will be to move CCRMC's prescriptions from manual to electronically digitally signing, with the ability to fax prescriptions to CCRMC's inpatient pharmacy and CCRMC's external pharmacy. This process is currently partially automated and partially manual at this point.

Acceptance of Grant Award #29-676 will pay for a software link to fully automate the E-prescribing process, thus reducing potential for patient medication errors, and providing a better quality of care, through January 31, 2010.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Standard Agreement (Amendment) #29-250-47 with the California Department of Health Services , Office of Oral Health

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, M.D.), to execute on behalf of the County, Standard Agreement (Amendment) #29-250-47 with the California Department of Health Services, Office of Oral Health, effective July 1, 2008, to amend Standard Agreement #29-250-46, to decrease the payment limit by $37,182 from $557,715 to a new total payment limit of $520,533, and to make technical adjustments to the scope of work for the Children's Dental Disease Prevention Program, with no change in the original term of July 1, 2007 through June 30, 2010

FISCAL IMPACT:

Approval of this Standard Agreement (Amendment) will result in a decrease of $37,182 of State funding for the Dental Disease Prevention Program, for Fiscal Years 2008/2009 and 2009/2010. No County match is required

BACKGROUND:

The Dental Disease Prevention Program is a State-mandated program, designed to prevent and control dental disease found in children at selected school districts, and to provide

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

Contact: Wendel Brunner, M.D., 313-6712

By: Celicia Nelson, Deputy

cc: Tasha Scott, Barbara Borbon

BACKGROUND: (CONT'D)

a comprehensive community-supported and school-based dental disease prevention program. The program serves approximately 21,156 children in elementary schools and preschool sites in Contra Costa County.

On June 26, 2007, the Board of Supervisors approved Standard Agreement #29-250-46 with the State Department of Health Services for the Dental Disease Prevention Program, for the period from July 1, 2007 through June 30, 2010. Approval of Standard Agreement (Amendment) #29-250-47 will decrease funding to the Dental Disease Prevention Program and make technical adjustments to the scope of work, allowing the County to continue to provide services, through June 30, 2010.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Standard Agreement (Amendment) #29-502-24 with the State of California, Department of Alcohol and Drug Programs

RECOMMENDATION(S):

Approve and authorize the Health Services Director or his designee (Haven Fearn) to execute, on behalf of the County, Standard Agreement (Amendment) #29-502-24 (07-NNA07, 01), with the State Department of Alcohol and Drug Programs, effective July 1, 2008 to amend Standard Agreement #29-502-22 (as amended by Standard Agreement Amendment #29-502-23), to reflect an increase by the State, Federal Block Grant and Federal Drug Medi-Cal funding, in an amount not to exceed $93,833, for fiscal year 2008-2009, with a new payment limit of $11,608,332, with no change in the original term of July 1, 2007 through June 30, 2010.

FISCAL IMPACT:

Approval of this (Amendment) agreement will increase the funds for fiscal year 2008-2009 by $93,833 from the State, Federal and Federal Drug Medi-Cal as follows:

	FY 2007-08	

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

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Clerks Notes:

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AYE: John Gioia, District I Supervisor
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Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson , Deputy

Contact: Haven Fearn 313-6350

cc: Jacqueline Pigg, Barbara Borbon

FISCAL IMPACT: (CONT'D)

As Amended			Net Change
State General Funds	$2,989,235	$ 3,009,819	$20,584
Federal Block Grants	6,438,596	6,441,684	3,088
Federal Drug/Med-Cal	2,086,668	2,156,829	70,161
TOTAL	$11,514,499	$11,608,332	$93,833

No change in the required County match for this Agreement. Funding for this Contract is included in the Department's fiscal year 2008-09 budget, of this three year Agreement. Based on current Medical claiming levels, no budgetary impact is expected from this amendment BACKGROUND: This Standard Agreement #29-502 is a combined Negotiated Net Amount (NNA) and Drug/Medi-Cal contract. The NNA Agreement (effective July 1, 2007 through June 30, 2010) requires counties to provide Drug/Medi-Cal services up to their full State General Fund allocation for Drug/Medi-Cal match. If the required services exceed the allocation, counties may access a Drug/Medi-Cal reserve set aside for this purpose.

On May 6, 2008, the Board of Supervisors approved Standard Agreement #29-502-22 (as amended by Standard Amendment Agreement #29-502-23), with the State Department of Alcohol & Drug Programs, for the period from July 1, 2007 through June 30, 2010, to provide Substance Abuse services. This amendment Agreement reflects the anticipated FY 2008-2009 funding allocation and makes technical adjustments to the exhibits.
Approval of this Standard Agreement (Amendment) #29-502-24 will result in an increase in the State Medi-Cal and Federal Medi-Cal match and allow continuation of the Substance Abuse services, Prevention and Treatment Program, through June 30, 2010.

Three sealed and certified copies of this Board Order should be returned to the Contracts and Grants Unit for submission to the State.

Contra
Costa
County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Standard Agreement (Amendment) #29-782-9 with the State of California, Managed

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Patricia Tanquary) to execute on behalf of the County, Standard Agreement (Amendment) #29-782-9 (State #05MHF046, A5) with the State of California, Managed Risk Medical Insurance Board, to amend Standard Agreement #29-782-2 (as amended by Amendment Agreement #29-782-3 through #29-782-7), effective December 31, 2008, to increase the amount payable to County by $1,161, from $4,987, to a new total payment of $6,148, for the Healthy Families Program, with no change in the original term of July 1, 2005 through January 31, 2009.

FISCAL IMPACT:
Approval of this Standard Agreement (Amendment) will result in an increase of $1,161 of State funding for Healthy Families Program services not approved for Federal funding. No County funds are required.

BACKGROUND:
On July 25, 2005, the Board of Supervisors approved Standard Agreement #29-782-2 (as amended by Amendment Agreements #29-782-3 through #29-782-7) with the State of California,

☑ APPROVE ☐ OTHER

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Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Patricia Tanquary (313-6004)

cc: Jacqueline Pigg, Barbara Borbon

BACKGROUND: (CONT'D)

Managed Risk Medical Insurance Board for the period from July 1, 2005 through January 31, 2009, for County's participation in the Healthy Families Program.

Approval of Standard Agreement (Amendment) #29-782-9 continues State funding for County's Contra Costa Health Plan-Community Plan participation for State supported services in the Healthy Families Program through January 31, 2009.

Five sealed/certified copies of this Board Order should be returned to the Contracts and Grants Unit for submission to the State.

Contra Costa County

To: Board of Supervisors

From: Vincent L. Guise, Director of Agriculture/Weights & Measures

Date: February 24, 2009

Subject: State Pest Detection Contract

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Agricultural Commissioner or his designee, to sign agreement 08-0695 with the Department of Food and Agriculture that will reimburse the County up to $1,013,056 for County costs for providing pest detection services from July 1, 2008 through June 30, 2010.

FISCAL IMPACT:
This contract provides reimbursement for County expense incurred during this period for pest detection work performed on behalf of the California Department of Food and Agriculture in Contra Costa County.

BACKGROUND:
The County Department of Agriculture deploys traps countywide to detect incipient infestations of exotic pests such as Medfly, Gypsy Moth, Japanese Beetle, etc. The State reimburses the county for all costs that exceed our historic level of trapping.

☑ APPROVE ☐ OTHER

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Clerks Notes:

VOTE OF SUPERVISORS

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Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Cathy Roybal
925-646-5250

cc: , County Administrator

Contra Costa County

To: Board of Supervisors

From: Catherine Kutsuris, Conservation & Development Director

Date: February 24, 2009

Subject: THE 2008/09 AGREEMENT BETWEEN CONTRA COSTA COUNTY AND THE CITY OF ANTIOCH FOR THE HOUSING REHABILITATION LOAN PROGRAM

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Director of the Department of Conservation and Development or her designee to approve and execute the 2008/09 Housing Rehabilitation Services Agreement between the City of Antioch and Contra Costa County for the Housing Rehabilitation Loan Program.

FISCAL IMPACT:
None. All costs to be reimbursed by City of Antioch.

BACKGROUND:
In fiscal year 2007-08, 10 loans were executed on behalf of City of Antioch for a total of $497,414.

For fiscal year 2008-09, the City of Antioch has approved and authorized the expenditure of Six Hundred Thousand Dollars ($600,000) total from Antioch Development Agency funds for a housing rehabilitation program for owner-occupants of single-family homes.

The County has the demonstrated experience and qualifications to operate a housing

☑ APPROVE ☐ OTHER

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Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: 925-335-1115

cc:

BACKGROUND: (CONT'D)

rehabilitation program under the Antioch Development Agency Program.

This is the twenty-first year the County has contracted with the City of Antioch for these services. The Agreement will result in $108,000 in revenue to the County for costs related to the implementation of the Program.

The term of the agreement is July 1, 2008 to June 30, 2009.

Contra Costa County

To: Board of Supervisors

From: Catherine Kutsuris, Conservation & Development Director

Date: February 24, 2009

Subject: THE 2008/09 AGREEMENT BETWEEN CONTRA COSTA COUNTY AND THE CITY OF WALNUT CREEK FOR THE HOUSING REHABILITATION LOAN PROGRAM

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of the Department of Conservation and Development or her designee to approve and execute the 2008/09 Housing Rehabilitation Services Agreement with the City of Walnut Creek and Contra Costa County for the Housing Rehabilitation Loan Program.

FISCAL IMPACT:

None. All costs to be reimbursed by City of Walnut Creek.

BACKGROUND:

A. In fiscal year 2003-04 the Department began contracting with the City of Walnut Creek to administer their home rehabilitation program. In fiscal year 2004-05, six loans were executed on behalf of City of Walnut Creek for a total of $321,500.

B. In fiscal year 2005-06, four loans were executed on behalf of City of Walnut Creek for a total of $321,500. In fiscal year 2006-07 four loans were executed for a total of $176,000.

C. In

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

By: Celicia Nelson, Deputy

Contact: 925-335-1115

cc:

BACKGROUND: (CONT'D)

fiscal year 2007-08, seven loans were executed on behalf of City of Walnut Creek for a total of $254,559.

D. For Fiscal Year 2008-09, the City of Walnut Creek has approved and authorized the expenditure of Two Hundred Sixty One Thousand Dollars $261,000 in Redevelopment funds for a housing rehabilitation program for owner-occupants of single-family homes.

E. County has the demonstrated experience and qualifications to operate a housing rehabilitation program.

F. This is the sixth year the County will contract with the City of Walnut Creek for these services. The Agreement will result in $46,980 in revenue to the County for costs related to the implementation of the Program.

G. The term of the agreement is July 1, 2008 to June 30, 2009.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Amendment #22-137-40 with Meals on Wheels\Family and Community Services of Contra Costa

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, M.D.) to execute on behalf of the County, Contract Amendment Agreement #22-137-40 with Meals on Wheels\Family and Community Services of Contra Costa (dba Senior Outreach Services), a non-profit corporation, effective March 1, 2009, to amend Novation Contract #22-137-39, to increase the payment limit by $19,285, from $273,172 to a new payment limit of $292,457, with no change in the original term of July 1, 2008 through June 30, 2009, and no change in the automatic extension through September 30, 2009 in an amount not to exceed $68,293.

FISCAL IMPACT:

This Contract is 100% federally funded under Title III-C (2) of the Older Americans Act of 1965. No County funding is required.

BACKGROUND:

On August 12, 2008 the Board of Supervisors approved Novation Contract #22-137-39 with Meals on Wheels\Family and Community Services of Contra Costa (dba Senior Outreach Services) for the period from July 1, 2008 through June 30, 2009, which included an automatic extension

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Wendel Brunner, MD
313-6712

cc: Larry Smith, Barbara Borbon

BACKGROUND: (CONT'D)

through September 30, 2009, for the provision of home-delivered meals for the Senior Nutrition Program. Approval of Contract Amendment Agreement #22-137-40 will allow the Contractor to provide additional meals, through June 30, 2009.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Amendment #74-188-8 with Youth Homes Incorporated

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute on behalf of the County, Contract Amendment Agreement #74–188–8 with Youth Homes Incorporated, a non-profit corporation, effective February 1, 2009, to amend Novation Contract #74-188-7, to increase the payment limit by $300,000, from $950,000 to a new payment limit of $1,250,000, with no change in the original term of July 1, 2008 through June 30, 2009, and to increase the automatic extension payment limit by $150,000, from $475,000 to a new payment limit of $625,000.

FISCAL IMPACT:
50% by Federal FFP Medi-Cal, 45% by State Early and Periodic Screening, Diagnosis, and Treatment (EPSDT), and 5% by Mental Health Realignment.

BACKGROUND:
On December 16, 2008, the Board of Supervisors approved Novation Contract #74-188-7 with Youth Homes Incorporated, for the period from July 1, 2008 through June 30, 2009, for the provision of therapeutic behavioral services to County referred clients, ages 0-21 years of

☑ APPROVE ☐ OTHER

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Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
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Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand 957-5111

cc: Barbara Borbon, Larry Smith

BACKGROUND: (CONT'D)

age.

Approval of Contract Amendment Agreement #74-188-8 will allow the Contractor to provide services to additional clients, through June 30, 2009.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Novation Contract #74-220-6 with Seneca Residential and Day Treatment Center for Children

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Donna Wigand) to execute on behalf of the County, Novation Contract #74–220–6 with Seneca Residential and Day Treatment Center for Children, a non-profit corporation, in an amount not to exceed $2,035,047, to provide school and community based mental health services for seriously emotionally disturbed students in the Mt. Diablo Unified School District, for the period from July 1, 2008 through June 30, 2009. This Contract includes a six-month automatic extension through December 31, 2009, in an amount not to exceed $1,017,523.

FISCAL IMPACT:
This Contract is funded 25% by Federal FFP Medi-Cal, 24% by State Early and Periodic Screening, Diagnosis and Treatment (EPSDT), 25% by Individuals with Disabilities Education Act (IDEA/SB 90), and 26% by the Mount Diablo Unified School District.

BACKGROUND:
This Contract meets the social needs of County's population in that it provides school and community based mental health services, including assessments; individual,

☑ APPROVE ☐ OTHER

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Clerks Notes:

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand 957-5111

cc: Barbara Borbon, Larry Smith

BACKGROUND: (CONT'D)

group and family therapy; medication support; case management; outreach; and crisis intervention services for Seriously Emotionally Disturbed (SED) high school aged children and their families.

On January 9, 2008, the Board of Supervisors approved Novation Contract #74 220 4 (as amended by Contract Amendment Agreement #74 220 5) with Seneca Residential and Day Treatment Center for Children, for the period from July 1, 2007 through June 30, 2008, which included a six-month automatic extension through December 31, 2008, to provide school and community based mental health services for Seriously Emotionally Disturbed students in the Mt. Diablo Unified School District and their families.

Approval of Novation Contract #74 220 6 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2009.

CHILDREN'S IMPACT STATEMENT:

This school-based collaborative 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: Warren Rupf, Sheriff-Coroner

Date: February 24, 2009

Subject: Administration Consultant Services

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Sheriff-Coroner to execute a contract with Michael G. Ross in an amount not to exceed $87,000 to provide administrative consulting services for the period January 1 throught December 31, 2009.

FISCAL IMPACT:
100% County General Fund; Budgeted, Office of the Sheriff.

BACKGROUND:
Mr. Ross provides administrative services and consultation to the Sheriff regarding budget strategy and monitoring; training and staff development; and labor negotiation strategies and processes. The contract includes the mutual indemnification of Contra Costa County and Michael G. Ross and has been reviewed and approved as to form by County Counsel.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: E.Devlin 925-335-1557

cc: K. Todd, B. Kilian, E, Devlin

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Amendment Agreement #26-971-10 with Ramon Berguer, M.D.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Jeff Smith, M.D.) to execute on behalf of the County, Contract Amendment Agreement #26-971-10 with Ramon Berguer, M.D., Inc., a self-employed individual, effective September 1, 2008, to amend Contract #26-971-8 (as amended by Amendment Agreement #26-971-9), to modify the payment provisions to add education expense reimbursement, with no change to the original payment limit of $910,000 and no change in the original term from January 1, 2007 through December 31, 2009.

FISCAL IMPACT:
100% funded by Enterprise Fund I. Cost to the County depends upon utilization. As appropriate, patients and/or third party payors will be billed or services.

BACKGROUND:
On January 9, 2007, the Board of Supervisors approved Contract #26-971-8 (as amended by Amendment Agreement #26-971-9) with Ramon Berguer, M.D., for the period from January 1, 2007 through December 31, 2009, for the provision of General Surgery services including consultation,

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Jeff Smith, M.D. (370-5113)

cc: Tasha Scott, Barbara Borbon

BACKGROUND: (CONT'D)

training, surgery, on-call and clinical coverage for patients at Contra Costa Regional Medical Center and Contra Costa Health Centers.

Approval of Contract Amendment Agreement #26-971-10, will allow the Contractor to receive reimbursement for continuing education expenses as the Chief of General Surgery at Contra Costa Regional Medical Center and Health Centers as agreed upon the parties, through December 31, 2009.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Contract Amendment Agreement #23-336-7 with Toyon Associates, Inc.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Pat Godley) to execute on behalf of the County, Contract Amendment Agreement #23-336-7 with Toyon Associates, Inc., a corporation, effective January 1, 2009, to amend Contract #23-336-6, to increase the payment limit by $40,000, from $750,000 to a new payment limit of $790,000 and to extend the term from June 30, 2009 through June 30, 2011.

FISCAL IMPACT:
This Contract is included in the Health Services Department's Enterprise Fund I Budget. This Contract is a contingent fee contract. Contractor will be paid a commission based on Medicare recoveries.

BACKGROUND:
On August 5, 2008, the Board of Supervisors approved Contract #23-336-6 with Toyon Associates, Inc., for the period from through July 1, 2008 and June 30, 2009, for the provision of consultation and technical assistance with regard to conducting reviews of the Medicare ratios to assess the maximum disproportionate share calculation to which Contra Costa Regional Medical

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☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
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Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Patrick Godley, 957-5405

cc: Tasha Scott, Barbara Borbon

BACKGROUND: (CONT'D)

Center is entitled.

This contract covers services to be provided for several different cost report years up to and including Fiscal Year 2006-2007. The Contractor will review and pursue as appropriate additional reimbursement for each fiscal year individually. The appeals being put forward are by the very nature, extremely aggressive in seeking the maximum amount of additional reimbursement possible on behalf of Contra Costa Regional Medical Center. In all likelihood, the actual amount of the recoveries will be significantly less than the amounts claimed. This contract payment limit is an estimate of the amount of commission that the Contractor could earn if they were to prevail at the full aggressive filing levels.

Approval of Contract Amendment Agreement #23-336-7 will allow the Contractor to provide additional consultation and technical assistance with regard to Medicare Prospective Payment System appeals, through June 30, 2011.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Contract Amendment Agreement #26-260-17 with Preferred Staffing, Inc.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Jeff Smith, M.D.), to execute on behalf of the County, Contract Amendment Agreement #26-260-17 with Preferred Staffing, Inc., a corporation, effective July 1, 2008, to amend Contract #26-260-15, to increase the payment limit by $6,623, from $50,000 to a new payment limit of $56,623 with no change in the original term of August 1, 2007 through July 31, 2008.

FISCAL IMPACT:
This Contract is funded 100% by Enterprise Fund I.

BACKGROUND:
On August 14, 2007, the Board of Supervisors approved Contract #26-260-15 with Preferred Staffing, Inc., for the period from August 1, 2007 through July 31, 2008, for the provision of nursing registry services at Contra Costa Regional Medical Center and Contra Costa Health Centers.

Approval of Contract Amendment Agreement #26-260-17 will allow the Contractor to be paid for registry nursing services rendered

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Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
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Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Jeff Smith, M.D., 370-5113

cc: Tasha Scott, Barbara Borbon

BACKGROUND: (CONT'D)

to cover for temporary absences and vacant positions at Contra Costa Regional Medical Center, through July 31, 2008.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Contract Amendment Agreement #26-560-1with Amy E. Baba, DPM

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Jeff Smith, M.D.), to execute on behalf of the County, Contract Amendment Agreement #26-560-1 with Amy E. Baba, DPM, a self-employed individual, effective January 1, 2009, to amend Contract #26-560, to increase the payment limit by $11,000, from $195,000 to a new payment limit of $206,000, with no change in the original term of March 1, 2006 through February 28, 2009.

FISCAL IMPACT:
This Contract is funded 100% by Enterprise Fund I.

BACKGROUND:
On March 14, 2006, the Board of Supervisors approved Contract #26-560 with Amy E. Baba, DPM, for the period from March 1, 2006 through February 28, 2009, for the provision of podiatry services at Contra Costa Regional Medical Center and Contra Costa Health Centers.

Approval of Contract Amendment Agreement #26-560-1 will allow the Contractor to provide additional podiatry services due to an increase in

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

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Federal D. Glover, District V Supervisor

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

By: Celicia Nelson, Deputy

Contact: Jeff Smith, M.D., 370-5113

cc: Tasha Scott, Barbara Borbon

BACKGROUND: (CONT'D)

patient volume at Contra Costa Regional Medical Center, through February 28, 2009.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Contract Amendment Agreement #74-185-8 with Windrix Transcription, Inc.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute on behalf of the County, Contract Amendment Agreement #74-185-8 with Windrix Transcription, Inc., a corporation, effective January 1, 2009, to amend Contract #74-185-7, to increase the payment limit by $90,000, from $75,000 to a new payment limit of $165,000, with no change in the original term of July 1, 2008 through June 30, 2009.

FISCAL IMPACT:
This Contract is funded 100% by Mental Health Realignment Funds.

BACKGROUND:
In July 2008 the County Administrator approved and Purchasing Service Manager executed Contract #74-185-7 with Windrix Transcription, Inc., for the period from July 1, 2008 through June 30, 2009, for the provision of medical transcription services for Mental Health Divisions Outpatient Psychiatric services.

Approval of Contract Amendment Agreement #74-185-8 will allow the Contractor to provide additional

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☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

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Clerks Notes:

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AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand, 957-5111

cc: Tasha Scott, Barbara Borbon

BACKGROUND: (CONT'D)

medical transcription services due to an increase in utilization, through June 30, 2009.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Contract Amendment Agreement #74-271-82(1) with Lori Salinas, MFT

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Donna Wigand) to execute on behalf of the County, Contract Amendment Agreement #74-271-82(1) with Lori Salinas, MFT, a self-employed individual, effective February 1, 2009, to amend Contract #74 271-82, to increase the payment limit by $44,000, from $36,000 to a new payment limit of $80,000, with no change in the original term of July 1, 2008 through June 30, 2010.

FISCAL IMPACT:
This Contract is funded 100% Medi-Cal Funds, offset 50% State and 50% Federal.

BACKGROUND:
In June 2008, the County Administrator approved and the Purchasing Services Manager executed Contract #74 271-82 with Lori Salinas, MFT, for the period from July 1, 2008 through June 30, 2010, to provide Medi-Cal mental health specialty services.

At the time of negotiations, the payment limit was based on target levels of utilization. However, the utilization during the term of the agreement was higher

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☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand 957-5111

cc: Demetria Gary, Barbara Borbon

BACKGROUND: (CONT'D)

than originally anticipated.

Approval of Contract Amendment Agreement #74 271-82(1) will allow the Contractor to provide additional services through June 30, 2010.

Contra Costa County

To: Board of Supervisors

From: Catherine Kutsuris, Conservation & Development Director

Date: February 24, 2009

Subject: Contract Amendment with Environmental Science Associates

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Department of Conservation and Development Director, or her designee, to execute a contract amendment with Environmental Science Associates to extend the term from March 1, 2009 to November 1, 2009, with no change to the payment limit of $284,659.00, for providing continual services on the Bayview Residential Project Environmental Impact Report, and to inform the contractor that effective May 8, 2008 the Community Development Department is now the Department of Conservation and Development. (District II) (Contract #C49787) (Amendment #1)

FISCAL IMPACT:
None. The cost is covered by revenue received from applicant, Discovery Builders Inc.

BACKGROUND:
To assist staff in preparation of an Environmental Impact Report, the County entered into a contract with Environmental Science Associates an environmental consultant. The

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☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

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AYE: John Gioia, District I Supervisor
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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Ryan Hernandez, 3351206

cc:

BACKGROUND: (CONT'D)

project is not yet complete, and there is a continuing need for services by Environmental Science Associates for the completion of the Environmental Impact Report. Staff recommends that the Board approve and authorize an extension of this contract for an additional six months.

The environmental document is for a pending application for a General Plan Amendment, Rezoning, Final Development Plan and Subdivision on an 80 acre site near the end of Central Avenue in the Vinehill area. The Bayview Residential Project consists of subdividing one parcel into 163 single family lots.

Contra Costa County

To: Board of Supervisors

From: Joe Valentine, Employment & Human Services Director

Date: February 24, 2009

Subject: Contract amendment with Ombudsman Services of Contra Costa

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Ombudsman Services of Contra Costa, effective February 1, 2009, increasing the contract by $16,827 from $126,060 to a new payment limit of $142,887, with no change in the contract term of July 1, 2008 through June 30, 2009 to provide Long Term Care Ombudsman Services to Seniors. (No County Match)

FISCAL IMPACT:
No County Costs: $142,887 Older Americans Act Title IIIB and Title VII; 100% Federal (CFDA#93.042, #93.044)

BACKGROUND:
Ombudsman Services of Contra Costa provides long-term care ombudsman services for adults including mediation and conciliation services, creation of Family Councils for support of families of long term care residents, report investigation of physical abuse of all dependent adult and elder residents of long term care facilities, education and training of senior's rights, benefits, and entitlements.
The California Department of Aging

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: John Cottrell 3-1605

cc:

BACKGROUND: (CONT'D)

(CDA) has sent notification of changes in funding availability for Long Term Care Ombudsman services that have resulted in a net increase of $16,827 in funds available for FY 2008/2009 for this contracted service. #40-009-34

Contra Costa County

To: Board of Supervisors

From: Joe Valentine, Employment & Human Services Director

Date: February 24, 2009

Subject: Contract amendment with Psychotherapy Institute of Individual, Family and Community Development.

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Psychotherapy Institute of Individual, Family and Community Development, a corporation, effective February 1, 2009, to increase the payment limit by $17,636 to a new payment limit not to exceed $77,636 with no change in the term of March 1, 2008 through February 28, 2010, to provide additional court ordered Mental Health Services not anticipated in the original contract to Children and Family Services (CFS) clients who do not qualify for Medi-Cal Services. (100% County Funds)

FISCAL IMPACT:
$77,636: 100% County Funds

BACKGROUND:
Mental health services are often ordered by the Court for Children and Family Services (CFS) clients who do not qualify for Medi-Cal Services. This contract amendment will authorize an increase in the total contract payment limit for the contractor to provide additional court ordered mental health services to non Medi-Cal eligible CFS clients. (19-085-3)

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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

By: Celicia Nelson, Deputy

Contact: Valerie Earley, 3-1583

cc:

CHILDREN'S IMPACT STATEMENT:

This contract supports all five of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable and Nurturing"; and 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families." This is accomplished by providing mental health medical coverage for children and families in need.

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: February 24, 2009

Subject: CONTRACT WITH BUCK CONSULTANTS FOR BENEFIT TASK FORCE CONSULTATION SERVICES

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee to execute a contract with Buck Consultants, in an amount not to exceed $200,000 for consultation and coordination of the County's Benefit Task Force Committee for the period of July 1, 2008 through June 30, 2009.

FISCAL IMPACT:

The cost of the contract will be paid from the County's cost center for employee benefits, as the services provided by Buck Consultants concern analysis of employee benefits provided by the County.

BACKGROUND:

The County issued a Request for Proposals (RFP) for assistance with a new benefit design plan and Buck Consultant, LLC was selected. At the direction of the County Administrator and during the term of the contract Buck Consultants, LLC facilitated all Benefit Task Force Committee meetings and maintain all task force records, minutes and materials; provided subject matter expertise, underwriting and actuarial services; and advised the County as needed.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson , Deputy

Contact: Lisa Driscoll, 335-1023

cc:

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Contract #23–326–7 with Aspira Technologies, Inc.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Pat Godley) to execute on behalf of the County, Contract #23–326–7 with Aspira Technologies, Inc., a corporation, in an amount not to exceed $500,000, to provide temporary Programmer/Analysts for the Department's Information Systems Unit, for the period from April 1, 2009 through March 31, 2010.

FISCAL IMPACT:
This Contract is funded 100% by budgeted Enterprise Fund I.

BACKGROUND:
On April 1, 2008, the Board of Supervisors approved Contract #23 326 6 with Aspira Technologies, Inc., for the period from April 1, 2008 through March 31, 2009, for the provision of consultation and technical assistance to the Department with regard to designing, developing, maintaining, and enhancing custom software applications. Approval of Contract #23-326-7 will allow the Contractor to continue providing services through March 31, 2010.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Patrick Godley, 957-5410

cc: Barbara Borbon, HS Contracts, Detra Morgan, HS Contracts

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Contract #27-332-3 with Elizabeth A. Odumakinde, M.D.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Patricia Tanquary), to execute on behalf of the County Contract #27–332-3 with Elizabeth A. Odumakinde, M.D., a self-employed individual, in an amount not to exceed $140,000, to provide professional hematology/oncology services for the Contra Costa Health Plan members, for the period from February 1, 2009 through January 31, 2011.

FISCAL IMPACT:
This Contract is funded 100% by Contra Costa Health Plan member premiums. Costs depend upon utilization.

BACKGROUND:
The Health Plan has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.
In April 2008, the County Administrator approved and the Purchasing Services Manager executed Contract #27-332-2 with Elizabeth A. Odumakinde, M.D., for the period from February 1, 2008 through January 31, 2009, to provide professional

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Patricia Tanquary
313-6004

cc: Demetria Gary, Barbara Borbon

BACKGROUND: (CONT'D)
hematology/oncology services.

Approval of Contract #27-332-3 will allow the Contractor to continue providing services through January 31, 2011.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Contract #27-640-3 with Noel T. D. Chiu, M.D.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Patricia Tanquary), to execute on behalf of the County Contract #27-640-3 with Noel T. D. Chiu, M.D., a self-employed individual, in an amount not to exceed $120,000, to provide professional dermatology services for Contra Costa Health Plan members, for the period from February 1, 2009 through January 31, 2011.

FISCAL IMPACT:
This Contract is funded 100% by Contra Costa Health Plan member premiums. Costs depend upon utilization.

BACKGROUND:
The Health Plan has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.
On March 11, 2008, the Board of Supervisors approved Contract #27-640-2 with Noel T.D. Chiu, M.D. to provide dermatology services for Contra Costa Health Plan members, for the period from February 1, 2008 through January 31, 2009.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Patricia Tanquary
313-6004

cc: Demetria Gary, Barbara Borbon

BACKGROUND: (CONT'D)

Approval of Contract #27-640-3 will allow the Contractor to continue to provide services, through January 31, 2011.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Contract #27-686-2 with Michael Sherman, M.D., Ph.D., (dba Contra Costa Oncology)

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Patricia Tanquary) to execute on behalf of the County, Contract #27–686-2 with Michael Sherman, M.D., Ph.D., (dba Contra Costa Oncology), a professional corporation, in an amount not to exceed $140,000, to provide professional oncology services for Contra Costa Health Plan members for the period from February 1, 2009 through January 31, 2011.

FISCAL IMPACT:
This Contract is funded 100% by Contra Costa Health Plan member premiums. Costs depend upon utilization.

BACKGROUND:
The Health Plan has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.
In April 2008, the County Administrator approved and the Purchasing Services Manager executed Contract #27–686-1 with Michael Sherman, M.D., Ph.D., (dba Contra Costa Oncology), for the period from February 1, 2008 through

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Patricia Tanquary
313-6004

cc: Demetria Gary, Barbara Borbon

BACKGROUND: (CONT'D)

January 31, 2009, to provide professional oncology services for Contra Costa Health Plan members.
Approval of Contract #27–686-2 will allow the Contractor to continue providing professional oncology services to Health Plan members, through January 31, 2011.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Contract #27–287-9 with Louis Klein, M.D., Inc.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Patricia Tanquary), to execute on behalf of the County Contract #27–287-9 with Louis Klein, M.D., Inc., a professional corporation, in an amount not to exceed $340,000, to provide professional OB/GYN services for the Contra Costa Health Plan members, for the period from February 1, 2009 through January 31, 2011.

FISCAL IMPACT:
This Contract is funded 100% by Contra Costa Health Plan member premiums. Costs depend upon utilization.

BACKGROUND:
The Health Plan has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.
On July 10, 2007, the Board of Supervisors approved Contract #27-287-8 with Louis Klein, M.D., Inc., for the period from February 1, 2007 through January 31, 2009, for professional OB/GYN services for Contra Costa Health Plan

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Patricia Tanquary
313-6004

cc: Demetria Gary, Barbara Borbon

BACKGROUND: (CONT'D)
members.

Approval of Contract #27-287-9 will allow the Contractor to continue to provide professional OB/GYN services to Health Plan members, through January 31, 2011.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Contract #74–324-1 with Gloria H. Bentinck, M.D.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee (Donna Wigand) to execute on behalf of the County, Contract #74-324-1 with Gloria H. Betinck, M.D., a self-employed individual, in an amount not to exceed $235,000, to provide professional outpatient psychiatric services at the Adult Mental Health Clinic, for the period from February 1, 2009 through January 31, 2010.

FISCAL IMPACT:
This Contract is funded 100% by Mental Health Realignment, offset by third-party billing.

BACKGROUND:
For a number of years the County has contracted with medical, dental and mental health specialists to provide specialized professional services, which are not otherwise available.

On January 22, 2008 the Board of Supervisors approved Contract #74 324 with Gloria H. Betinck, M.D., a self-employed individual, for the period from February 1, 2008 through January 31, 2009, to provide professional outpatient

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand, 957-5111

cc: Barbara Borbon, Tasha Scott

BACKGROUND: (CONT'D)

psychiatric services at the Adult Mental Health Clinic.

Approval of contract #74-324-1, will allow the Contractor to continue to provide professional outpatient psychiatric services for patients at the County's Adult Mental Health Clinic in Concord, through January 31, 2010.

Contra Costa County

To: Board of Supervisors

From: Tom Whittington, Chief Information Officer

Date: February 24, 2009

Subject: Cost Recovery and Reduction for County Telephone and Water Services

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract with Cost Control Associates Inc. (CCA) in an amount not to exceed $200,000 to provide cost recovery and reduction service for telephone (local, long distance and internet) and water services for the period of February 1, 2009 through January 31, 2013.

FISCAL IMPACT:
Contract costs will be recovered through refunds and cost savings identified by Cost Control Associates.

BACKGROUND:
The services provided by CCA will include auditing of phone service and water charges, which may lead to future cost savings. This is a contingency fee contract based on the refunds and cost savings identified by CCA.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

Contact: Tom Whittington-DoIT 313-1204

By: Celicia Nelson, Deputy

cc: Terry Mann, Rich Seithel

ATTACHMENTS

Scanned Admin

Scanned Admin

Contra Costa County
Standard Form L-1
Revised 2002

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number
Fund/Org# As Coded
Account # 2310
Other #

1. Contract Identification.

   Department: Department of Information Technology

   Subject: Cost Recovery

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

   Contractor: **Cost Control Associates Inc.**

   Capacity: Corporation

   Address: 310 Bay Road, Queensbury, New York, 12804

3. Term. The effective date of this Contract is February 1, 2009. It terminates on January 31, 2013 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Contractor under this Contract shall not exceed $ 200,000.00.

5. County's Obligations. County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference:

9. **Legal Authority**. This Contract is entered into under and subject to the following legal authorities:

Government Code Section 31000

10. **Signatures**. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By Chairman/Designee	By Deputy

CONTRACTOR

Name of business entity - Cost Control Associates, Inc.	Name of business entity - Cost Control Associates, Inc.
By (Signature of individual or officer) Keith Lauke, President (Print name and title A, if applicable)	By (Signature of individual or officer) DAVE SADLOCHA, SENIOR VP/ SECRETARY (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

Contra Costa County
Standard Form L-2
Revised 2002

APPROVALS/ACKNOWLEDGMENT
(Purchase of Services - Long Form)

Number

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED
COUNTY COUNSEL

By: _____
Deputy

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

ACKNOWLEDGMENT

STATE OF ~~CALIFORNIA~~ New York)
) ss.
COUNTY OF ~~CONTRA COSTA~~ Warren)

On January 7th, 2009, before me, Matthew R Ludemann (insert name and title of the officer), personally appeared Keith Lake, President and Dave Sadlocha, VP & Sec'ty personally known to me (or 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.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Signature

Matthew R. Ludemann
Notary Public - State Of New York
Reg. No. 02LU4829772
Qualified In Warren County
Commission Exp.11/30/09

(Seal)

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

   [Check one alternative only.]

   ☐ a. $ monthly, or

   ☐ b. $ per unit, as defined in the Service Plan, or

   ☐ c. $ after completion of all obligations and conditions herein.

   ☒ d. Other: Performance based contingency fee contract as specified in the service plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____ _____
Contractor County Dept.

SERVICE PLAN

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

Cost Recovery and Reduction Services – Telephones (Local, Long Distance and Internet Services; does not include Cellular Phone Service)

Consultant shall perform the following:

a. Data Collection
   1. Collect and sort bill data
   2. Prepare listings of telephone accounts
   3. Order customer service records from each local carrier

b. Data Analysis
   1. Create listings of lines and circuits
   2. Analyze service and rates
   3. Review bills and identify incorrect charges, fees, billing errors, and overpayments
   4. Secure refunds on monies due from billing errors or incorrect rate structures

c. Prepare Initial Report
   1. Provide written report detailing each audit finding along with schedules detailing the calculated savings

d. Claims Preparation, Negotiation, and Collection
   1. Prepare claims with detailed documentation and submit to telephone carriers
   2. Monitor vendors' progress in approving and processing refund claims
   3. If needed, negotiate a compromised settlement subject to County's approval

e. Status Reports
   1. Prepare status reports detailing additional findings and the progress of each item every two months

f. Verification of Refunds and Savings
   1. Verify refunds by reference to checks or bill copies
   2. Verify savings that have been implemented by checking bills after implementation

g. Final Report
   1. Prepare final report that recaps refunds and savings achieved. Final report to be delivered to the County within 12 months of the execution of this contract. No additional refunds or cost savings may be submitted to the County after the final report without the consent and agreement of the County.

Initials: _____ _____
Contractor County Dept.

Cost Recovery and Reduction Services – WATER (does not include Wastewater)

Consultant shall perform the following:

h. Data Collection
   1. Collect and sort bill data
   2. Prepare listings of water accounts

i. Data Analysis
   1. Analyze the County's consumption patterns for water usage
   2. Compare and analyze rate structures and tariffs for which the County qualifies to identify savings opportunities
   3. Review bills and identify incorrect charges, fees, billing errors, and overpayments
   4. Secure refunds on monies due from billing errors or incorrect rate structures

j. Prepare Initial Report
   1. Provide written report detailing each audit finding along with schedules detailing the calculated savings

k. Claims Preparation, Negotiation, and Collection
   1. Prepare claims with detailed documentation and submit to water providers
   2. Monitor vendors' progress in approving and processing refund claims
   3. If needed, negotiate a compromised settlement subject to County's approval

l. Status Reports
   1. Prepare status reports detailing additional findings and the progress of each item every two months

m. Verification of Refunds and Savings
   1. Verify refunds by reference to checks or bill copies
   2. Verify savings that have been implemented by checking bills after implementation

n. Final Report
   1. Prepare final report that recaps refunds and savings achieved. This final report to be delivered to the County within 12 months of the execution of this contract. No additional refunds or cost savings may be submitted to the County after the final report without the consent and agreement of the County.

Initials: _____ _____
Contractor County Dept.

County shall be responsible for the following:

County will provide:

a. one month of telephone bills
b. list of telephone lines
c. copies of existing contracts with telecom providers
d. one month of water bills
e. other general information required to perform a comprehensive review and analysis

I. This is a Performance-Based Contingency Fee contract

II. Contra Costa County will pay fees to CCA according to the following schedule

Accumulated Refunds and Cost Savings	Fee Amount
First $125,000	45%
Next $125,000	42%
Next $125,000	40%
Next $125,000	38%

County's total payments under this contract shall not exceed $200,000.

III. The payment schedule will be applied to Findings in a cumulative manner, with the first fee bracket being entirely satisfied before moving to the next bracket.

Findings will consist of the following:

a. Refunds obtained by CCA
b. Verified cost savings, resulting from the implementation of any item recommended by CCA and approved for implementation by the County, for the first 36 months following the implementation.

IV. If a single finding results in both refunds and cost savings, then the fee will be applied only to the refunds and no fees will be payable on the cost savings for that finding.

V. Fees for refunds are billed after verification that the County has received refund checks or credits. Fees for cost savings are billed on a monthly basis based on cost savings realized in the previous month

VI. Method of Payment – County shall pay Contractor within 30 days of receipt and approval of invoice by County representative

Initials: _____ _____
Contractor County Dept.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

1. Any fees due CCA, as indicated in the Service Plan will continue to be payable, regardless of cancellation or expiration of this Agreement, for findings in process at the time of cancellation or expiration of this Agreement. Findings in process include refunds identified, but not yet collected; cost reductions implemented, but for which all fees have not yet been billed; and cost reductions identified by CCA, but not yet implemented in the event these cost reductions are approved for implementation by the County.

2. Within 30 days after receiving notice of contract termination, CCA will prepare a report detailing all potential refunds and cost savings. County can elect to have CCA continue to pursue refunds and cost savings identified in this report after the contract expiration or termination. If County does elect to have CCA continue to pursue refunds and cost savings, County will pay for CCA's services in accordance with the terms of this contract.

3. County is not currently working on pursuing refunds or implementing cost reduction items. If County becomes aware of a refund or cost reduction opportunity other than through CCA's efforts, which County elects to pursue on its own, County will endeavor to notify CCA in writing upon discovery of the item.

4. Paragraph 2 on Form P-1 (Payment Demands) is deleted in its entirety.

5. Payment Demands. Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by the County. Contractor shall submit demands for refunds received after verification by the County. Contractor shall submit demands for cost savings implemented and verified by the County on a monthly basis for 36 consecutive months based on the costs savings realized in the previous month.

Initials: _____ _____
Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. Compliance with Law. Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.

2. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

a. Retention of Records. Contractor shall retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this contract's funding period. Upon request, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government.

b. Access to Books and Records of Contractor, Subcontractor. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This special condition is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. Reporting Requirements. Pursuant to Government Code Section 7550, Contractor shall include in all documents or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Contract exceeds $5,000.

5. Termination and Cancellation.

a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. Cessation of Funding. Notwithstanding Paragraph 5.a. above, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be developed and set forth in a written Informal Agreement between Contractor and County. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the head of the county department for which this Contract is made or its designee.

8. Modifications and Amendments.

a. General Amendments. This Contract may be modified or amended by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not materially change the Payment Provisions or the Service Plan.

9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa County and shall be governed and construed in accordance with the laws of the State of California.

b. Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

Initials: _____ _____
Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the County be thereby estopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

15. Conflicts of Interest. Contractor, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.

16. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship or instruction.

18. Indemnification. Contractor shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with

Initials: _____ _____
Contractor County Dept.

the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County or its officers or employees. Contractor will reimburse County for any expenditures, including reasonable attorneys' fees, County may make by reason of the matters that are the subject of this indemnification, and, if requested by County, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.

19. Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. Liability Insurance. For all contracts where the total payment limit of the contract is $500,000 or less, Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is above $500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of $1,000,000, and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. Workers' Compensation. Contractor shall provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor shall provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. Notices. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County shall be addressed to the head of the county department for which this Contract is made. Notices to Contractor shall be addressed to the Contractor's address designated herein. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the effective date of notice to County shall be the date of receipt by the head of the county department for which this Contract is made.

21. Primacy of General Conditions. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

Initials: _____ Contractor _____ County Dept.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the County's population, it is not the intention of either County or Contractor that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

25. Copyrights and Rights in Data. Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. Endorsements. Contractor shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. Required Audit. (A) If Contractor is funded by $500,000 or more in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor shall provide to County at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than $500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to County an audit conforming to those requirements. (C) If Contractor is funded by less than $500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any

Initials: _____ _____
Contractor County Dept.

such audit is required, Contractor shall provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is larger, or the final payment, from Contractor until County receives the audit from Contractor.

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and perform the obligations herein.

Initials: _____ _____
Contractor County Dept.

Contra Costa County
Standard Form L-1
Revised 2002

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number
Fund/Org# As Coded
Account # 2310
Other #

1. Contract Identification.

   Department: Department of Information Technology

   Subject: Cost Recovery

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

   Contractor: **Cost Control Associates Inc.**

   Capacity: Corporation

   Address: 310 Bay Road, Queensbury, New York, 12804

3. Term. The effective date of this Contract is February 1, 2009. It terminates on January 31, 2013 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Contractor under this Contract shall not exceed $ 200,000.00.

5. County's Obligations. County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference:

9. **Legal Authority**. This Contract is entered into under and subject to the following legal authorities:

Government Code Section 31000

10. **Signatures**. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By Chairman/Designee	By Deputy

CONTRACTOR

Name of business entity - Cost Control Associates, Inc.	Name of business entity - Cost Control Associates, Inc.
By (Signature of individual or officer) Keith Lauke, President (Print name and title A, if applicable)	By (Signature of individual or officer) DAVE SADLOCHA, SENIOR VP/ SECRETARY (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

Contra Costa County
Standard Form L-2
Revised 2002

APPROVALS/ACKNOWLEDGMENT
(Purchase of Services - Long Form)

Number

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED
COUNTY COUNSEL

By: _____
Deputy

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

ACKNOWLEDGMENT

STATE OF ~~CALIFORNIA~~ New York)
) ss.
COUNTY OF ~~CONTRA COSTA~~ Warren)

On January 7th, 2009, before me, Matthew R Ludemann (insert name and title of the officer), personally appeared Keith Lake, President and Dave Sadlocha, VP & Sec'ty personally known to me (or 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.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Signature

Matthew R. Ludemann
Notary Public - State Of New York
Reg. No. 02LU4829772
Qualified In Warren County
Commission Exp.11/30/09

(Seal)

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

   [Check one alternative only.]

   ☐ a. $ monthly, or

   ☐ b. $ per unit, as defined in the Service Plan, or

   ☐ c. $ after completion of all obligations and conditions herein.

   ☒ d. Other: Performance based contingency fee contract as specified in the service plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____ _____
Contractor County Dept.

SERVICE PLAN

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

Cost Recovery and Reduction Services – Telephones (Local, Long Distance and Internet Services; does not include Cellular Phone Service)

Consultant shall perform the following:

a. Data Collection
   1. Collect and sort bill data
   2. Prepare listings of telephone accounts
   3. Order customer service records from each local carrier

b. Data Analysis
   1. Create listings of lines and circuits
   2. Analyze service and rates
   3. Review bills and identify incorrect charges, fees, billing errors, and overpayments
   4. Secure refunds on monies due from billing errors or incorrect rate structures

c. Prepare Initial Report
   1. Provide written report detailing each audit finding along with schedules detailing the calculated savings

d. Claims Preparation, Negotiation, and Collection
   1. Prepare claims with detailed documentation and submit to telephone carriers
   2. Monitor vendors' progress in approving and processing refund claims
   3. If needed, negotiate a compromised settlement subject to County's approval

e. Status Reports
   1. Prepare status reports detailing additional findings and the progress of each item every two months

f. Verification of Refunds and Savings
   1. Verify refunds by reference to checks or bill copies
   2. Verify savings that have been implemented by checking bills after implementation

g. Final Report
   1. Prepare final report that recaps refunds and savings achieved. Final report to be delivered to the County within 12 months of the execution of this contract. No additional refunds or cost savings may be submitted to the County after the final report without the consent and agreement of the County.

Initials: _____ _____
Contractor County Dept.

Cost Recovery and Reduction Services – WATER (does not include Wastewater)

Consultant shall perform the following:

h. Data Collection
   1. Collect and sort bill data
   2. Prepare listings of water accounts

i. Data Analysis
   1. Analyze the County's consumption patterns for water usage
   2. Compare and analyze rate structures and tariffs for which the County qualifies to identify savings opportunities
   3. Review bills and identify incorrect charges, fees, billing errors, and overpayments
   4. Secure refunds on monies due from billing errors or incorrect rate structures

j. Prepare Initial Report
   1. Provide written report detailing each audit finding along with schedules detailing the calculated savings

k. Claims Preparation, Negotiation, and Collection
   1. Prepare claims with detailed documentation and submit to water providers
   2. Monitor vendors' progress in approving and processing refund claims
   3. If needed, negotiate a compromised settlement subject to County's approval

l. Status Reports
   1. Prepare status reports detailing additional findings and the progress of each item every two months

m. Verification of Refunds and Savings
   1. Verify refunds by reference to checks or bill copies
   2. Verify savings that have been implemented by checking bills after implementation

n. Final Report
   1. Prepare final report that recaps refunds and savings achieved. This final report to be delivered to the County within 12 months of the execution of this contract. No additional refunds or cost savings may be submitted to the County after the final report without the consent and agreement of the County.

Initials: _____ _____
Contractor County Dept.

County shall be responsible for the following:

County will provide:

a. one month of telephone bills
b. list of telephone lines
c. copies of existing contracts with telecom providers
d. one month of water bills
e. other general information required to perform a comprehensive review and analysis

I. This is a Performance-Based Contingency Fee contract

II. Contra Costa County will pay fees to CCA according to the following schedule

Accumulated Refunds and Cost Savings	Fee Amount
First $125,000	45%
Next $125,000	42%
Next $125,000	40%
Next $125,000	38%

County's total payments under this contract shall not exceed $200,000.

III. The payment schedule will be applied to Findings in a cumulative manner, with the first fee bracket being entirely satisfied before moving to the next bracket.

Findings will consist of the following:

a. Refunds obtained by CCA
b. Verified cost savings, resulting from the implementation of any item recommended by CCA and approved for implementation by the County, for the first 36 months following the implementation.

IV. If a single finding results in both refunds and cost savings, then the fee will be applied only to the refunds and no fees will be payable on the cost savings for that finding.

V. Fees for refunds are billed after verification that the County has received refund checks or credits. Fees for cost savings are billed on a monthly basis based on cost savings realized in the previous month

VI. Method of Payment – County shall pay Contractor within 30 days of receipt and approval of invoice by County representative

Initials: _____ _____
Contractor County Dept.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

1. Any fees due CCA, as indicated in the Service Plan will continue to be payable, regardless of cancellation or expiration of this Agreement, for findings in process at the time of cancellation or expiration of this Agreement. Findings in process include refunds identified, but not yet collected; cost reductions implemented, but for which all fees have not yet been billed; and cost reductions identified by CCA, but not yet implemented in the event these cost reductions are approved for implementation by the County.

2. Within 30 days after receiving notice of contract termination, CCA will prepare a report detailing all potential refunds and cost savings. County can elect to have CCA continue to pursue refunds and cost savings identified in this report after the contract expiration or termination. If County does elect to have CCA continue to pursue refunds and cost savings, County will pay for CCA's services in accordance with the terms of this contract.

3. County is not currently working on pursuing refunds or implementing cost reduction items. If County becomes aware of a refund or cost reduction opportunity other than through CCA's efforts, which County elects to pursue on its own, County will endeavor to notify CCA in writing upon discovery of the item.

4. Paragraph 2 on Form P-1 (Payment Demands) is deleted in its entirety.

5. Payment Demands. Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by the County. Contractor shall submit demands for refunds received after verification by the County. Contractor shall submit demands for cost savings implemented and verified by the County on a monthly basis for 36 consecutive months based on the costs savings realized in the previous month.

Initials: _____ _____
Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. Compliance with Law. Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.

2. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

a. Retention of Records. Contractor shall retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this contract's funding period. Upon request, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government.

b. Access to Books and Records of Contractor, Subcontractor. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This special condition is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. Reporting Requirements. Pursuant to Government Code Section 7550, Contractor shall include in all documents or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Contract exceeds $5,000.

5. Termination and Cancellation.

a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. Cessation of Funding. Notwithstanding Paragraph 5.a. above, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be developed and set forth in a written Informal Agreement between Contractor and County. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the head of the county department for which this Contract is made or its designee.

8. Modifications and Amendments.

a. General Amendments. This Contract may be modified or amended by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not materially change the Payment Provisions or the Service Plan.

9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa County and shall be governed and construed in accordance with the laws of the State of California.

b. Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

Initials: _____ _____
Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the County be thereby estopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

15. Conflicts of Interest. Contractor, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.

16. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship or instruction.

18. Indemnification. Contractor shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with

Initials: _____ _____
Contractor County Dept.

the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County or its officers or employees. Contractor will reimburse County for any expenditures, including reasonable attorneys' fees, County may make by reason of the matters that are the subject of this indemnification, and, if requested by County, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.

19. Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. Liability Insurance. For all contracts where the total payment limit of the contract is $500,000 or less, Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is above $500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of $1,000,000, and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. Workers' Compensation. Contractor shall provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor shall provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. Notices. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County shall be addressed to the head of the county department for which this Contract is made. Notices to Contractor shall be addressed to the Contractor's address designated herein. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the effective date of notice to County shall be the date of receipt by the head of the county department for which this Contract is made.

21. Primacy of General Conditions. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

Initials: _____ Contractor _____ County Dept.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the County's population, it is not the intention of either County or Contractor that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

25. Copyrights and Rights in Data. Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. Endorsements. Contractor shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. Required Audit. (A) If Contractor is funded by $500,000 or more in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor shall provide to County at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than $500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to County an audit conforming to those requirements. (C) If Contractor is funded by less than $500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any

Initials: _____ _____
Contractor County Dept.

such audit is required, Contractor shall provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is larger, or the final payment, from Contractor until County receives the audit from Contractor.

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and perform the obligations herein.

Initials: _____ _____
Contractor County Dept.

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Expansion of Bedside Patient Monitoring Devices in the Emergency Department and Upgrade of Central Station Servers for Patient Tra

RECOMMENDATION(S):

AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to purchase:

- 8 Philips IntelliVue MP 5 monitors to increase monitoring capability of the Emergency Department
- 5 Philips M3155 Servers to upgrade central station servers and make available patient transfer
- Ancillary equipment, software and installation services as listed on Requisition #02317

FISCAL IMPACT:

Total cost of the monitors, servers, software, installation services and ancillary equipment (excluding tax) is $144,998.98. The cost is included in the Contra Costa Regional Medical Center (100% Enterprise Fund I) budget.

BACKGROUND:

Our current servers are no longer supported by the manufacturer. Parts

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Dave Duet, 370-5418

cc: Tasha Scott, Barbara Borbon

BACKGROUND: (CONT'D)

and technical support for these devices is no longer possible. Recent failures of the central station servers in the Intermediate Care Department (IMCU) and the Emergency Department (ED) make this an urgent purchase. The ED census over the past 3 years has tripled and patient care acuity has also increased, requiring more patients to need physiologic monitoring which includes an electrocardiogram (EKG) waveform, oxygen saturation levels, respiration readings and blood pressure readings. ED monitors are mandatory for the safe treatment of our patients.

ATTACHMENTS

\\financeserver\scan\Scan2\DOC020609.pdf

Terrace
3-31-08

CONTRA COSTA HEALTH SERVICES

ALL INFORMATION MUST BE FILLED IN COMPLETELY

Date 12/26/07

REQUISITION on: ☐ Storeroom ☐ Pharmacy ☐ Other

☐ Central Supply ☐ Forms PO # 2007 DEC 27 AM 9:51

CONTRA COSTA CO-HSD MATERIALS MANAGEMENT RECEIVED

CONTRA COSTA CO-HSD MATERIALS MANAGEMENT RECEIVED

2008 FEB 26 AM 9:34

Delivery Address Blomes Dept. Emergency Dept - CCRMC Sub-Object Code # 4954

Organization Code # 6383 6977

QUANTITY	UNIT/SIZE	DESCRIPTION: TYPE OR PRINT CLEARLY WITH BALLPOINT PEN	PRICE	AMOUNT
		CENTRAL STATION SOFTWARE & HARDWARE		144,998.98 ~~145,053.22~~
		UPGRADE WITH ADDITIONAL BEDSIDE MONITORS		0.*
				144,998.98
		See ATTACHED QUOTE # 20318148		11,962.42TX
				156,961.40

SUGGESTED VENDOR: Philips Medical Systems

BUDGETS OK 4/1/08

REQ. # SIGNATURE NAME (PLEASE TYPE) Rev PHONE NO. REQ'D 5418 185243

CAO APPROVAL DATA PROCESSING APPROVAL CFO APPROVAL

L3-9 (10/97)

MATERIALS MANAGEMENT

PHILIPS

Philips Medical Systems
3000 Minuteman Road, MS 0400
Andover, MA 01810

Fax your Purchase Order To: 1-800-947-3299
or
Mail your Purchase Order To:
Philips Medical Systems
Order Processing MS0400
Andover, MA 01810-1099
(800) 934-7372

QUOTATION DATE	QUOTE NUMBER	PAGE
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EXPIRATION DATE 05/27/2008	INCOTERMS FOB DESTINATION	

PAYMENT TERMS
Within 30 Days Due Net
Subject to Credit Approval

FORMAL QUOTE

SALES REPRESENTATIVE
Mark Beguhl Phone:800-218-2045EXT 5424
Fax:925-373-6269

QUOTE CONTACT
Claudia Collins

CUSTOMER:
Attention: Dave Duet
Biomedical Engineering
Contra Costa Regional Medical Ctr
2500 Alhambra Ave
MARTINEZ CA 94553-3156
Customer Number: 94025026

SPECIAL COMMENTS:
Emergency Department: Upgrade of Network / Expansion of Monitoring Capability

ITEM	PRODUCT	DESCRIPTION	QTY	UoM	UNIT-AMT	AMOUNT(USD)
10	989803	IntelliVue MP2,X2 and MP5	2	PCE	425.00	850.00
	989803153021	Roll stand				
		Agreement Discount			20.0 %	170.00-
		Special Discount			12.0 %	102.00-
		Price for Item 10				578.00
		Agreement #MK644				

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FORMAL QUOTE

ITEM	PRODUCT	DESCRIPTION	QTY	UoM	UNIT-AMT	AMOUNT(USD)
20	M8105A 865024	IntelliVue MP5	2	PCE		
	A04	A04 4 Waves	2	PCE	513.00	1,026.00
	B20	B20 ECG,Resp,NBP,SpO2	2	PCE	7,008.00	14,016.00
	C15	C15 Full Networking SW	2	PCE	184.00	368.00
	E05	E05 Integrated Recorder	2	PCE	826.00	1,652.00
	E22	E22 Quick Release Mount	2	PCE	0.00	0.00
	E24	E24 One Lithium-Ion Battery	2	PCE	216.00	432.00
	H10	H10 General/Intensive Care SW	2	PCE	257.00	514.00
	J40	J40 Advanced System Interface	2	PCE	459.00	918.00
	J45	J45 Instr Telemetry 1.4 GHz	2	PCE	1,469.00	2,938.00
		Agreement Discount			20.0 %	4,372.80-
		Special Discount			12.0 %	2,623.68-
		Price for Item 20 Agreement #MK644				14,867.52
30	M8105A 865024	IntelliVue MP5	6	PCE		
	A04	A04 4 Waves	6	PCE	513.00	3,078.00
	B20	B20 ECG,Resp,NBP,SpO2	6	PCE	7,008.00	42,048.00
	C15	C15 Full Networking SW	6	PCE	184.00	1,104.00
	E05	E05 Integrated Recorder	6	PCE	826.00	4,956.00
	E22	E22 Quick Release Mount	6	PCE	0.00	0.00
	E24	E24 One Lithium-Ion Battery	6	PCE	216.00	1,296.00
	H10	H10 General/Intensive Care SW	6	PCE	257.00	1,542.00
	J02	J02 LAN & Battery operation	6	PCE	330.00	1,980.00
		Agreement Discount			20.0 %	11,200.80-
		Special Discount			12.0 %	6,720.48-
		Price for Item 30 Agreement #MK644				38,082.72

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FORMAL QUOTE

ITEM	PRODUCT	DESCRIPTION	QTY	UoM	UNIT-AMT	AMOUNT(USD)
40	M1520A 989803103941	5 Lead ECG Patient Trunk Cable, AAMI	8	SET	99.00	792.00
		Agreement Discount			25.0 %	198.00-
		Price for Item 40 Agreement #MK644				594.00
50	M1623A 989803104511	Shielded 5-Lead Set ,Grabbers,Safety,AAMI	8	PCE	82.00	656.00
		Agreement Discount			25.0 %	164.00-
		Price for Item 50 Agreement #MK644				492.00
60	M1943AL 989803128651	Sp02 9-pin D-sub Adapter cbl 3.0m(8-pin)	8	PCE	182.00	1,456.00
		Agreement Discount			25.0 %	364.00-
		Price for Item 60 Agreement #MK644				1,092.00
70	M4552A 989803125421	Antimicrobial Cuff Single Hose Infant	3	PCE	26.00	78.00
		Agreement Discount			25.0 %	19.50-
		Price for Item 70 Agreement #MK644				58.50
80	M1599B 989803104341	Adult Pressure Interconnect Cable 3.0m	8	PCE	59.00	472.00
		Agreement Discount			25.0 %	118.00-
		Price for Item 80 Agreement #MK644				354.00
90	M4553A 989803125431	Antimicrobial Cuff Single Hose Pedi	3	PCE	28.00	84.00
		Agreement Discount			25.0 %	21.00-
		Price for Item 90 Agreement #MK644				63.00
100	M4554A 989803125441	Antimicrobial Cuff Single Hose S.Adult	8	PCE	33.00	264.00
		Agreement Discount			25.0 %	66.00-
		Price for Item 100 Agreement #MK644				198.00

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ITEM	PRODUCT	DESCRIPTION	QTY	UoM	UNIT-AMT	AMOUNT(USD)
110	M4555A 989803125451	M4555A Antimicrobial Cuff Single Hose Ad	8	PCE	31.00	248.00
		Agreement Discount			25.0 %	62.00-
		Price for Item 110 Agreement #MK644				186.00
120	M4556A 989803130201	Antimicrobial Adult Extra Long 1 Hose Cu	8	PCE	39.00	312.00
		Agreement Discount			25.0 %	78.00-
		Price for Item 120 Agreement #MK644				234.00
130	862228	ITS4843A Enhanced Access Point	5	PCE	1,882.00	9,410.00
		Agreement Discount			20.0 %	1,882.00-
		Special Discount			12.0 %	1,129.20-
		Price for Item 130 Agreement #MK644				6,398.80
140	862152	12 Port Power Over Ethernet	1	PCE	2,373.00	2,373.00
		Agreement Discount			20.0 %	474.60-
		Special Discount			12.0 %	284.76-
		Price for Item 140 Agreement #MK644				1,613.64
150	862147	Philips Access Point Controller	1	PCE	3,710.00	3,710.00
		Agreement Discount			20.0 %	742.00-
		Special Discount			12.0 %	445.20-
		Price for Item 150 Agreement #MK644				2,522.80
160	862114	M4844A Philips Sync Unit	1	PCE	2,077.00	2,077.00
		Agreement Discount			20.0 %	415.40-
		Special Discount			12.0 %	249.24-
		Price for Item 160 Agreement #MK644				1,412.36

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ITEM	PRODUCT	DESCRIPTION	QTY	UoM	UNIT-AMT	AMOUNT(USD)
170		M3155 Release K.0 Upgrade	4	PCE		
	865104					
	C04	C04 Add 2 Patient Capability	4	PCE	2,546.00	10,184.00
		Agreement Discount			20.0 %	2,036.80-
		Special Discount			12.0 %	1,222.08-
		Price for Item 170				6,925.12
		Agreement #MK644				
180		M3155 Release K.0 Upgrade	1	PCE		
	865104					
	C01	C01 Add Dual Display Hardware	1	PCE	265.00	265.00
	C73	C73 Add SDN Card	1	PCE	815.00	815.00
	S01	S01 Add Dual Display License	1	PCE	2,945.00	2,945.00
	U01	U01 PC and Software Upgrade	1	PCE	3,591.00	3,591.00
		Agreement Discount			20.0 %	1,523.20-
		Special Discount			12.0 %	913.92-
		Price for Item 180				5,178.88
		Agreement #MK644				
190		M3155 Release K.0 Upgrade	2	PCE		
	865104					
	C01	C01 Add Dual Display Hardware	2	PCE	265.00	530.00
	C73	C73 Add SDN Card	2	PCE	815.00	1,630.00
	U01	U01 PC and Software Upgrade	2	PCE	3,591.00	7,182.00
		Agreement Discount			20.0 %	1,868.40-
		Special Discount			12.0 %	1,121.04-
		Price for Item 190				6,352.56
		Agreement #MK644				

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ITEM	PRODUCT	DESCRIPTION	QTY	UoM	UNIT-AMT	AMOUNT(USD)
200		M3155 Release K.0 Upgrade	1	PCE		
	865104					
	C73	C73 Add SDN Card	1	PCE	815.00	815.00
	U01	U01 PC and Software Upgrade	1	PCE	3,591.00	3,591.00
		Agreement Discount			20.0 %	881.20-
		Special Discount			12.0 %	528.72-
		Price for Item 200				2,996.08
		Agreement #MK644				
210		Large Flat Panel Display	2	PCE	1,639.00	3,278.00
	865058					
		Agreement Discount			20.0 %	655.60-
		Special Discount			12.0 %	393.36-
		Price for Item 210				2,229.04
		Agreement #MK644				
220		M3176C Information Center	1	PCE		
	862120	USB Recorder				
	A02	A02 Two Recorders	1	PCE	4,584.00	4,584.00
		Agreement Discount			20.0 %	916.80-
		Special Discount			12.0 %	550.08-
		Price for Item 220				3,117.12
		Agreement #MK644				
230		M3154 Release K.0 Upgrade	1	PCE		
	865107					
	U01	U01 PC and Software Upgrade	1	PCE	9,679.00	9,679.00
		Agreement Discount			20.0 %	1,935.80-
		Special Discount			12.0 %	1,161.48-
		Price for Item 230				6,581.72
		Agreement #MK644				
240		Watchdog UPS	2	PCE	720.00	1,440.00
	862123					
		Agreement Discount			20.0 %	288.00-
		Special Discount			12.0 %	172.80-
		Price for Item 240				979.20
		Agreement #MK644				

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ITEM	PRODUCT	DESCRIPTION	QTY	UoM	UNIT-AMT	AMOUNT(USD)
250		24 Port UTP Switch	2	PCE	1,997.00	3,994.00
	865054					
		Agreement Discount			20.0 %	798.80-
		Special Discount			12.0 %	479.28-
		Price for Item 250				2,715.92
		Agreement #MK644				
260	H1028B	Installation Site Services	1	PCE	24,264.00	24,264.00
	890500					
	A04	Facilities Implem Solutions				
		Price for Item 260				24,264.00
270	H1028B	Installation Site Services	1	PCE	3,344.00	3,344.00
	890500					
	A10	Site Specific Impl Solutions				
		Price for Item 270				3,344.00
280	H1028B	Installation Site Services	1	PCE	1,500.00	1,500.00
	890500					
	A12	Telemetry Implement Solutns				
		Price for Item 280				1,500.00
290	H1028B	Installation Site Services	1	PCE	4,668.00	4,668.00
	890500					
	A13	Product Upgrade Implem Solutns				
		Price for Item 290				4,668.00
300		Clinical Config. & Impl.	1	PCE	3,200.00	3,200.00
	890539	Services (CMS)				
	A02	2 Day Std Config/Impl Serv				
		Price for Item 300				3,200.00
310		Clinical Config. & Impl.	1	PCE	2,200.00	2,200.00
	890539	Services (CMS)				
	A06	1 Day OT Config/Impl Serv				
		Price for Item 310				2,200.00

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ITEM	PRODUCT	DESCRIPTION	QTY	UoM	UNIT-AMT	AMOUNT(USD)
		Total Quotation List Price				194,349.00
		Less All Applicable Discounts				49,350.02-
		Total Quotation Net Price				144,998.98

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Philips Medical Systems North America is pleased to inform you that financing of its products and services is available to qualified applicants. To obtain more information contact Philips Medical Capital @ 866-513-4PMC.

Contract information for: MEDASSETS
Prices quoted are subject to and reflect applicable discounts per the terms and conditions of the following contract:
Contract # MK644 Expiration: 01/31/2009

The discount quoted herein is a combination of the 20% Purchase Agreement Discount and a Special Negotiated Discount of 12%. This offer EXPIRES on 05/26/2008

This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of Contract# MK644.
If no contract is called out in the previous sentence this quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Philips Terms and Conditions of Sale posted at http://www.medical.philips.com/terms/&conditions.html and the terms herein.

All work is scheduled within normal working hours; Monday through Friday, 8 a.m. to 5 p.m. excluding Philips holidays.
All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing.
It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner.
Excessive delays and multiple visits will result in additional charges.
All prices are based upon 'adequate access' to work areas that are free from obstruction.
If it is determined, during the implementation that asbestos removal is required; Philips will suspend performance until the Customer remediates the asbestos.

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ITEM	PRODUCT	DESCRIPTION	QTY	UoM	UNIT-AMT	AMOUNT(USD)

Philips will work with the customers staff to reduce the downtime during the system transition.

Products are for USA end-use only. Taxes, if applicable, are not included unless noted but will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement. Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold training must be completed within twelve months of delivery/installation. System cabling, if included, is specified at the standard grade unless noted otherwise.

This quote specifically excludes Licensing & Permit Fees, Prevailing Wage Compensation and Union Labor.

This quotation is issued subject to the terms of the agreement between Philips and customer referred to herein, or if no agreement is cited, the terms and conditions of the sale set forth at HTTP://www.medical.philips.com/terms/&conditions.html

This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of any current Contract with the customer. If there is no contract in place, this quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Philips Terms and Conditions of Sale posted at http://www.medical.philips.com/terms/&conditions.html and the terms herein.

This quotation contains confidential and proprietary information of Philips Medical Systems and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without prior written consent of Philips Medical Systems.

CRITERIA FOR SOLE SOURCE/BRAND

Please address by specific reference each question listed below (1-5) in your justification. Failure to respond to any of the questions may result in the rejection of your request.

1. Why was the particular product and/or vendor selected?

We have been standardized on Philips monitoring for more than 14 years. This product will replace our 10 year old and now obsolete central station monitoring system within the ED. It will also allow us to increase and properly monitor up to 16 patients rather than the current and originally intended 8 that we long ago outgrew. Finally, it will allow us to stop renting bedside monitors that has occurred almost non-stop for the last 2 years.

2. What are the unique performance factors of the selected product/service? Provide detailed specifications and descriptions.

Only this brand allows us to maintain patient monitoring standardization and the ability to interface and transfer patient physiologically information to other department such as ICU & CCU

3. Why are these specific factors required?

System integration, end-users standardization

4. What other products/services have been examined and rejected?

NONE Standardization

5. Why are other sources providing like goods or services unacceptable? (Full explanation.)

They would not allow for the continuity of standardization, end-user familiarity, and system wide integration

I HEREBY CERTIFY THAT:

1) I am an approved department representative and I understand the County's requirements for competitive bidding, as well as the criteria for justification for sole source.

2) I have gathered the required technical information and have made a good faith effort to review comparable and/or equal equipment. Copies are attached.

3) I certify to the best of my knowledge the validity of the information contained herein.

Dated: 12/12/07 Department representative signature _____

PURCHASING OFFICE USE ONLY:

BUYER:_____ PURCHASING AGENT/DESIGNEE_____

APPROVED:_____NOT APPROVED_____ DATE_____

COMMENTS:_____

SUPPLEMENTAL APPROVAL FORM FOR ITEMS OVER $25,000

Department: **Emergency Department** Date: **1/20/09**

Authorized Requestor: **David Duet** Telephone: **370-5418**

Authorized Requestor Signature: _____

1. Item:
   - **8 Philips IntelliVue MP 5 monitors to increase monitoring capability of the Emergency Dept.**
   - **5 Philips M3155 Servers to upgrade central station servers and make available patient transfer function.**
   - **Ancillary equipment, software and installation.**

2. Description:

Patient monitoring bedside monitors and central station servers make up an integrated system of cardiac and vital signs monitoring of patients. The central station servers allow centralized monitoring of all patients in a department and also allow the transfer of patients from department to department.

3. Estimated cost of equipment:
   Total cost - **$144,998.98**

4. Single Item: ☐ Integrated System: ■

5. How does this purchase meet the Departments operational needs?

Our current servers are not supported by the manufacturer. Parts and technical support for these devices is no longer possible. Recent failures of central station servers in IMCU and ED make this an urgent purchase. The ED census over the past 3 years has tripled and patient care acuity has also increased, requiring more patients needing cardiac monitoring. Expansion of ED monitoring is reaching a critical need.

6. Fiscal impact:

After initial purchase, there should be no costs associated with these devices other than repair costs. The cost is included in the Contra Costa Regional Medical Center (Enterprise Fund 1) Budget.

7. County administrator approval

Signature: _____ Date: 1/26/08

Contra Costa County

To: Board of Supervisors

From: Legislation Committee

Date: February 24, 2009

Subject: Contract Extension for Representation on Indian Gaming Issues

RECOMMENDATION(S):
APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment/extension with Nielsen, Merksamer, Parrinello, Mueller and Naylor to extend the term from January 1, 2009 to June 30, 2009 with no increase in the payment limit for advice and legal representation on Indian Gaming issues, as recommended by the Legislation Committee.

FISCAL IMPACT:
No impact as the contract amount is unchanged.

BACKGROUND:
The law firm of Nielsen, Merksamer, Parrinello, Mueller and Naylor ("Nielsen Merksamer") has extensive experience with Indian Gaming issues. Cathy Christian, the primary consultant, is a nationally recognized expert on Indian Gaming issues and has represented Contra Costa, Yolo, Sonoma, Marin, Amador and Tulare counties. Prior to joining the firm of Nielsen Merksamer, Ms. Christian served in the California Attorney General's office, where she was a senior advisor to the Attorney General on gambling and Indian law and was General Counsel to the California

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: L. DeLaney, 5-1097

cc:

BACKGROUND: (CONT'D)

Horse Racing Board. Ms. Christian is also Contra Costa County's lead legislative advocate in Sacramento, and so has an excellent understanding of the County.

Indian Gaming continues to be a significant issue for the County. Since March 2005, under this contract, Ms. Christian's advice and guidance has been invaluable in advancing the Board's policy positions on Indian Gaming.

Contra Costa County

To: Board of Supervisors

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

Date: February 24, 2009

Subject: Issue an Increase to PO#23497 Kent Oil Service Inc. for the 2009 Chip Seal Program, Countywide (All Districts), [Project No. 0672-6U2150, 0672-6U2151]

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute an increase to Purchase Order #23497 with Kent Oil Service Inc. on behalf of the Department of Public Works, in the amount of $397,212.00 to purchase asphaltic emulsion PMCRS-2H as specified for the 2009 Chip Seal Program. This is the first year of a two year extension of the purchase order.

FISCAL IMPACT:

The additional cost of $397,212.00 for the 2009 Chip Seal Program is budgeted for FY 2009/2010.

BACKGROUND:

The placement of rock chip seal to resurface County roads is a long established preventative maintenance practice. This purchase order is to supply asphaltic emulsion PMCRS-2H for the 2009 Chip Seal Program. A chip seal increases the asphalt pavement life by an extra 7 to 10 years before another surface treatment is needed. This is the first year of a two year extension of the purchase order.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: 925-313-7044

cc:

ATTACHMENTS

Kent's Oil Service
Inc.

N tice of Blanket Awa d

PURCHASING SERVICES
GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 210
Martinez CA 94553-4711

VENDOR

Alt ID#:
KENT'S OIL SERVICE INC.
3310 EAST MINER AVE.
STOCKTON CA 95205

PO Date: 03/28/2008
Buyer: Jamile, Win
Phone: (925) 313 - 7322
FOB: Destination
Terms: Net 30

Blanket Order Number
F 23497
ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.

SHIP TO

SEE BELOW
SHIP TO THE ADDRESS BELOW
00 00 00000

INVOICE

PUBLIC WORKS DEPARTMENT - ADMINISTRATION
255 GLACIER DR
MARTINEZ CA 94553-4825

Department	Requisition Number	Bid Number	Delivery Date
PW - PUBLIC WORKS	PW-010-8-14735		

Item	Bid #	Requisition #	Quantity	Unit	Unit Price	Total
1.0	ASPHALTIC EMULSION PMCRS-2H AS SPECIFIED FOR 2008 CHIP SEAL PROGRAM		800.00	TONS	$464.64	$371,712.00
2.0	EXCESS SPREAD TIME AS SPECIFIED FOR 2008 CHIP SEAL PROGRAM		150.00	HRS	$170.00	$25,500.00

THIS BLANKET PURCHASE ORDER AWARD IS ISSUED TO THE SUCCESSFUL BIDDER OF RFP DEPOT BID 0802-005 FOR THE ESTIMATED QUANTITIES AS LISTED ON LINE ITEMS 1 & 2 ABOVE. THE SPECIFICATIONS, REQUIREMENTS, AND TERMS AND CONDITIONS OF THIS BID, IN ITS ENTIRETY, ARE IN EFFECT.

PRICES ARE FIRM FOR THE ONE-YEAR TERM DURATION. THE PWD ROAD MTCE DIV., AND THE SUCCESSFIUL VENDOR, MAY MUTUALLY AGREE TO TWO (2) ONE-YEAR EXTENSIONS. THE FINAL DECISION IS WITH PWD ROAD MTCE PROJECT SUPERVISOR. NOTE: EACH EXTENSION WILL REQUIRE A CHANGE ORDER TO THIS BPO - NO EXCEPTION.

QUANTITIES ARE ESTIMATES ONLY. NO MINIMUM OR MAXIMUM QUANTITIES ARE GUARANTEED.

INITIAL SCHEDULE PERIOD = JULY 1, 2008 THRU SEPT. 30, 2008 (ESTIMATED). CONTACT PWD ROAD MTCE PROJECT SUPERVISOR JIM STEFFENSEN @ 925-313-7042 FOR CONFIRMATION.

LOCATION SITE(S): TO BE DESIGNATED BY PWD ROAD MTCE PROJECT SUPERVISOR.

FOB: DESTINATION AT ALL TIMES - NO EXCEPTIONS.

This Purchase Order when signed by a County Purchasing representative, authorizes the delivery of the above products and services subject to Contra Costa County's standard "Terms and Conditions" available for viewing at www.co.contra-costa.ca.us/depart/gsd/default.htm. A copy may also be obtained via fax by calling the General Services Purchasing division at (925)313-7300.

EN ORGN SUBO TAS OPT ACT/WAP	Percent	Amount
01-AS CODED	100%	$397,212.00

Kevin Berenson
Purchaser Manager/Buyer

(Rev. 2002.11.17)

Notice of Blanket Award

PURCHASING SERVICES
GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 210
Martinez CA 94553-4711

VENDOR

Alt ID#:
KENT'S OIL SERVICE INC.
3310 EAST MINER AVE.
STOCKTON CA 95205

PO Date: 03/28/2008
Buyer: Jamile, Win
Phone: (925) 313 - 7322
FOB: Destination
Terms: Net 30

Blanket Order Number
F 23497
ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.

SHIP TO

SEE BELOW
SHIP TO THE ADDRESS BELOW
00 00 00000

INVOICE

PUBLIC WORKS DEPARTMENT - ADMINISTRATION
255 GLACIER DR
MARTINEZ CA 94553-4825

Department	Requisition Number	Bid Number	Delivery Date
PW - PUBLIC WORKS	PW-010-8-14735		

Item	Bid #	Requisition #	Quantity	Unit	Unit Price	Total
	NOTE TO COUNTY USER DEPARTMENT: It is the responsibility of the County User Department to contact this vendor and make sure this NEW BPO NUMBER is properly set up so it may be used in the future without any delay or difficulty.					
	Effective Dates: 7/1/2008 through 6/30/2009				Subtotal:	$397,212.00
	Dept. Contact: JIM STEFFENSEN 925-313-7042					
	THE DOLLAR VALUE ON THIS BLANKET ORDER IS AN ESTIMATE OF VOLUME AND NOT A COMMITMENT TO SPEND. THE COUNTY WILL NOT BE HELD RESPONSIBLE TO SPEND THIS AMOUNT.				TOTAL:	$397,212.00

This Purchase Order when signed by a County Purchasing representative, authorizes the delivery of the above products and services subject to Contra Costa County's standard "Terms and Conditions" available for viewing at www.co.contra-costa.ca.us/depart/gsd/default.htm. A copy may also be obtained via fax by calling the General Services Purchasing division at (925)313-7300.

EN ORGN SUBO TAS OPT ACT/WAP	Percent	Amount
01-AS CODED	100%	$397,212.00

Kevin Berenson
Purchaser Manager/Buyer

(Rev. 2002.11.17)

Kent's Oil Service, Inc.

Home of the Jumbo Roll

P.O. Box 6930
Stockton, CA 95206
Phone (209) 463-4762
Fax (209) 463-2566

CONTRA COSTA COUNTY CHIP SEAL.
2009

Gentlemen, as per our conversation on 1-26-09 Kent's Oil Service Inc. would like to

Extend our 2008 chip seal contract for the 2009 season with the following exceptions.

Days are figured on full load basis. Either 1, 2, or 3

Partial loads will be charged $37.00 per ton freight for any tonnage under minimum.

3 axle truck / trailer = 23 ton

2 axle truck / trailer = 21 ton

Booster load = 26 ton

All other provisions will remain the same.

PMCRS-2H @ $ 464.64 per ton

Excess spread time will remain the same.

All of us at Kent's Oil look forward to the coming year.

Kevin Remynse, General Manager.

Contra Costa County

To: Board of Supervisors

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

Date: February 24, 2009

Subject: Issue an Increase to PO#23498 Contract Sweeping Service for the 2009 Chip Seal Program, Countywide (All Districts), [Project No. 0672-6U2150/51]

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Purchasing Agent to execute an increase to Purchase Order #23498 with Contract Sweeping Service on behalf of the Department of Public Works, in the amount of $146,985.00 for street sweeping required for the 2009 Chip Seal Program. This is the first year of a two year extension of the purchase order.

FISCAL IMPACT:
The cost $146,985.00 for the 2009 Chip Seal Program is budgeted for FY 2009/2010.

BACKGROUND:
The placement of rock chip seal to resurface County roads is a long established preventative maintenance practice. In order to assure complete coverage of asphalt applied to the old road surface, excess rock chips are distributed and must be removed by sweeping. It is not economical for th Public Works Department to own and operate the number of sweepers necessary to support the Chip Seal Program. Sweeping service has historically been procured by purchase order. This is the first year of a two year extension of the purchase order.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: 925-313-7044

cc:

ATTACHMENTS

Contract Sweeping
Service

N tice of Blanket Awa. J

PURCHASING SERVICES
GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 210
Martinez CA 94553-4711

VENDOR

Alt ID#:
CONTRACT SWEEPING SERVICE
10385 EASTVIEW DRIVE
STOCKTON CA 95212

PO Date: 03/28/2008
Buyer: Jamile, Win
Phone: (925) 313 - 7322
FOB: Destination
Terms: Net 30

Blanket Order Number
F 23498
ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.

SHIP TO

SEE BELOW
SHIP TO THE ADDRESS BELOW
00 00 00000

INVOICE

PUBLIC WORKS DEPARTMENT - ADMINISTRATION
255 GLACIER DR
MARTINEZ CA 94553-4825

Department	Requisition Number	Bid Number	Delivery Date
PW - PUBLIC WORKS	PW-010-8-14737		

Item	Bid #	Requisition #	Quantity	Unit	Unit Price	Total
1.0	SWEEPING SERVICE, STRAIGHT TIME FOR 2008 CHIP SEAL PROGRAM		1100.00	HRS	$120.00	$132,000.00
2.0	SWEEPING SERVICE, OVERTIME FOR 2009 CHIP SEAL PROGRAM		300.00	HRS	$49.95	$14,985.00

THIS BLANKET PURCHASE ORDER AWARD IS ISSUED TO THE SUCCESSFUL BIDDER OF RFP DEPOT BID 0802-006 FOR THE ESTIMATED QUANTITIES AS LISTED ON LINE ITEMS 1 & 2 ABOVE. THE SPECIFICATIONS, REQUIREMENTS, AND TERMS AND CONDITIONS OF THIS BID, IN ITS ENTIRETY, ARE IN EFFECT.

PRICES ARE FIRM FOR THE ONE-YEAR TERM DURATION. THE PWD ROAD MTCE DIV., AND THE SUCCESSFIUL VENDOR, MAY MUTUALLY AGREE TO TWO (2) ONE-YEAR EXTENSIONS. THE FINAL DECISION IS WITH PWD ROAD MTCE PROJECT SUPERVISOR. NOTE: EACH EXTENSION WILL REQUIRE A CHANGE ORDER TO THIS BPO - NO EXCEPTION.

QUANTITIES (HOURS) ARE ESTIMATES ONLY. NO MINIMUM OR MAXIMUM QUANTITIES ARE GUARANTEED.

INITIAL SCHEDULE PERIOD = JULY 1, 2008 THRU SEPT. 30, 2008 (ESTIMATED). CONTACT PWD ROAD MTCE PROJECT SUPERVISOR JIM STEFFENSEN @ 925-313-7042 FOR CONFIRMATION.

LOCATION SITE(S): TO BE DESIGNATED BY PWD ROAD MTCE PROJECT SUPERVISOR.

FOB: DESTINATION AT ALL TIMES - NO EXCEPTIONS.

This Purchase Order when signed by a County Purchasing representative, authorizes the delivery of the above products and services subject to Contra Costa County's standard "Terms and Conditions" available for viewing at www.co.contra-costa.ca.us/depart/gsd/default.htm. A copy may also be obtained via fax by calling the General Services Purchasing division at (925)313-7300.

EN ORGN SUBO TAS OPT ACT/WAP	Percent	Amount
01-AS CODED	100%	$146,985.00

Kevin Berenson
Purchaser Manager/Buyer

(Rev. 2002 11.17)

N tice of Blanket Awa. J

PURCHASING SERVICES
GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 210
Martinez CA 94553-4711

VENDOR

Alt ID#:
CONTRACT SWEEPING SERVICE
10385 EASTVIEW DRIVE
STOCKTON CA 95212

PO Date: 03/28/2008
Buyer: Jamile, Win
Phone: (925) 313 - 7322
FOB: Destination
Terms: Net 30

Blanket Order Number
F 23498
ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.

SHIP TO

SEE BELOW
SHIP TO THE ADDRESS BELOW
00 00 00000

INVOICE

PUBLIC WORKS DEPARTMENT - ADMINISTRATION
255 GLACIER DR
MARTINEZ CA 94553-4825

Department	Requisition Number	Bid Number	Delivery Date
PW - PUBLIC WORKS	PW-010-8-14737		

Item	Bid #	Requisition #	Quantity	Unit	Unit Price	Total
	NOTE TO COUNTY USER DEPARTMENT: It is the responsibility of the County User Department to contact this vendor and make sure this NEW BPO NUMBER is properly set up so it may be used in the future without any delay or difficulty. Effective Dates: 7/1/2008 through 6/30/2009 Dept. Contact: JIM STEFFENSEN 925-313-7042 THE DOLLAR VALUE ON THIS BLANKET ORDER IS AN ESTIMATE OF VOLUME AND NOT A COMMITMENT TO SPEND. THE COUNTY WILL NOT BE HELD RESPONSIBLE TO SPEND THIS AMOUNT.				Subtotal:	$146,985.00
					TOTAL:	$146,985.00

This Purchase Order when signed by a County Purchasing representative, authorizes the delivery of the above products and services subject to Contra Costa County's standard "Terms and Conditions" available for viewing at www.co.contra-costa.ca.us/depart/gsd/default.htm. A copy may also be obtained via fax by calling the General Services Purchasing division at (925)313-7300.

EN ORGN SUBO TAS OPT ACT/WAP	Percent	Amount
01-AS CODED	100%	$146,985.00

Kevin Berenson
Purchaser Manager/Buyer

(Rev. 2002.11.17)

Pat Giles

To: Angie Banuelos
Cc: Jim Steffensen
Subject: RE: 2009 Chip Seal

Angie and Joey,

Thank you and we look forward to another season with you.

Thank you,
Pat

From: Angie Banuelos [mailto:AngieBanuelos@universalsweeping.com]
Sent: Monday, January 26, 2009 3:00 PM
To: Pat Giles
Subject: Re: 2009 Chip Seal

Pat,

CSS will continue at the 2008 rates for 2009 Chip Seal program
If you should have any questions please call me at 408.639.6005.

Thanks,

Joe Vella
Contract Sweeping

Contra Costa County

To: Board of Supervisors

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

Date: February 24, 2009

Subject: Issue an Increase to PO#23925 George Reed Table Mt. Quarry for the 2009 Chip Seal Program., Countywide (All Districts), [Project No. 0672-6U2150/51]

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Purchasing Agent to execute an increase to Purchase Order #23925 with George Reed Table Mountain Quarry on behalf of the Department of Public Works, in the amount of $225,000.00 to purchase aggregate for the 2009 Chip Seal Program. This is an one year extension option of the purchase order.

FISCAL IMPACT:
The additional costs of $225,000.00 for the 2009 Chip Seal Program is budgeted for FY 2009/2010.

BACKGROUND:
The placement of rock chip seal to resurface County roads is a long established preventative maintenance practice. This purchase order is to supply chip seal aggregate for the 2009 Chip Seal Program. A chip seal increases the asphalt pavement life by an extra 7 to 10 years before another surface treatment is needed. This is an one year extension option of the purchase order.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: 925-313-7044

cc:

ATTACHMENTS

George Reed Table Mountain
Quarry

N tice of Blanket Awa d

PURCHASING SERVICES
GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 210
Martinez CA 94553-4711

VENDOR

Alt ID#: 01938
GEORGE REED TABLE MT. QUARRY
ATT: RON SOUZA
P.O. BOX 548
SONORA CA 95370

PO Date: 04/22/2008
Buyer: Jamile, Win
Phone: (925) 313 - 7322
FOB: QUARRY
Terms: Net 30

Blanket Order Number
F 23925
ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.

SHIP TO

PUBLIC WORKS DEPARTMENT
MAINTENANCE DIVISION
2475 WATERBIRD WAY
MARTINEZ CA 94553-1457

INVOICE

PUBLIC WORKS DEPARTMENT - ADMINISTRATION
255 GLACIER DR
MARTINEZ CA 94553-4825

Department	Requisition Number	Bid Number	Delivery Date
PW - PUBLIC WORKS	PW-010-8-14765		

Item	Bid #	Requisition #	Quantity	Unit	Unit Price	Total
1.0	CHIP SEAL AGGREGATES FOR 2008 SURFACE TREATMENT PROGRAM AS NEEDED. ESTIMATED USAGE: 5,500 TONS 1/4" X 10 @ $10.00 PER TON ESTIMATED USAGE: 11,000 TONS CRUSHED 3/8" X 4 @ $9.25 PER TON. ACTUAL USAGE PERIOD: APRIL 1, 2008 THRU OCT. 1, 2008. VENDOR IS TO COORDINATE SCHEDULING WITH PWD RD MTCE SUPERVISOR JIM STEFFENSEN. NOTE: VENDOR'S SALES TAX RATE IS 0.0725. REFERENCE QUOTE Q152 BY RANDY MYERS FAXED 04/01/2008 TO JIM STEFFENSEN, PWD RD MTCE SUPERVISOR, ON FILE WITH VENDOR. TERM PERIOD: 4/1/2008 THRU 03/31/2009 WITH A 1 YEAR OPTION TO RENEW UPON MUTUAL AGREEMENT BETWEEN PWD AND VENDOR. PREVIOUS BPO #14456. NOTE TO COUNTY USER DEPARTMENT: It is the responsibility of the County User Department to contact this vendor and make sure this NEW BPO NUMBER is properly set up so it may be used in the future without any delay or difficulty.		1.00	LOT	$225,000.00	$225,000.00

This Purchase Order when signed by a County Purchasing representative, authorizes the delivery of the above products and services subject to Contra Costa County's standard "Terms and Conditions" available for viewing at www.co.contra-costa.ca.us/depart/gsd/default.htm. A copy may also be obtained via fax by calling the General Services Purchasing division at (925)313-7300.

EN ORGN SUBO TAS OPT ACT/WAP	Percent	Amount
01-AS CODED	100%	$225,000.00

Kevin Berenson
Purchaser Manager/Buyer

(Rev. 2002.11.17)

N tice of Blanket Awa l

PURCHASING SERVICES
GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 210
Martinez CA 94553-4711

VENDOR

Alt ID#: 01938
GEORGE REED TABLE MT. QUARRY
ATT: RON SOUZA
P.O. BOX 548
SONORA CA 95370

PO Date: 04/22/2008
Buyer: Jamile, Win
Phone: (925) 313 - 7322
FOB: QUARRY
Terms: Net 30

Blanket Order Number
F 23925
ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.

SHIP TO

PUBLIC WORKS DEPARTMENT
MAINTENANCE DIVISION
2475 WATERBIRD WAY
MARTINEZ CA 94553-1457

INVOICE

PUBLIC WORKS DEPARTMENT - ADMINISTRATION
255 GLACIER DR
MARTINEZ CA 94553-4825

Department	Requisition Number	Bid Number	Delivery Date
PW - PUBLIC WORKS	PW-010-8-14765		

Item	Bid #	Requisition #	Quantity	Unit	Unit Price	Total
	ORDERS WILL BE PLACED BY PHONE, FAX, US MAIL, OR IN PERSON USING THE ABOVE PURCHASE ORDER NUMBER AS NEEDED.					
	Effective Dates: 4/1/2008 through 3/31/2009				Subtotal:	$225,000.00
	Dept. Contact: JIM STEFFENSEN 925-313-7042					
	THE DOLLAR VALUE ON THIS BLANKET ORDER IS AN ESTIMATE OF VOLUME AND NOT A COMMITMENT TO SPEND. THE COUNTY WILL NOT BE HELD RESPONSIBLE TO SPEND THIS AMOUNT.				TOTAL:	$225,000.00

This Purchase Order when signed by a County Purchasing representative, authorizes the delivery of the above products and services subject to Contra Costa County's standard "Terms and Conditions" available for viewing at www.co.contra-costa.ca.us/depart/gsd/default.htm. A copy may also be obtained via fax by calling the General Services Purchasing division at (925)313-7300.

EN ORGN SUBO TAS OPT ACT/WAP	Percent	Amount
01-AS CODED	100%	$225,000.00

Kevin Berenson
Purchaser Manager/Buyer

(Rev. 2002.11.17)

Pat Giles

From: Delwyn Falk [delwyn.falk@georgereed.com]
Sent: Monday, January 26, 2009 1:58 PM
To: Pat Giles
Cc: Bill Barney
Subject: Contra Costa Chip Seal

Good afternoon Pat,

This email is to confirm the conversation that I had with Jim this morning. We are agreeing to keep the pricing for the chips out of our Table Mountain Plant for this years' contract the same as last years' pricing. This would reflect as follows.

¼" X #10 - $10.00 a ton
3/8" X #4 - $9.50 a ton

Please provide me with a fax number and I will follow up with a quote reflecting these prices.

If you have any questions please feel free to call me at 209-747-0690.

Thank you

Delwyn Falk
Sale Representative
George Reed Inc.
209-747-0690

Contra Costa County

To: Board of Supervisors

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

Date: February 24, 2009

Subject: Issue and Increase to PO#24032 Cooper Trucking for the 2009 Chip Seal Program, Countywide (All Districts), [Project No. 0672-6U2150, 0672-6U2151]

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Purchasing Agent to execute an increase to Purchase Order #24032 with Cooper Trucking on behalf of the Department of Public Works, in the amount of $250,950.00 for truck transport services for the 2009 Chip Seal Program. This is the first year of a two year extension of the purchase order.

FISCAL IMPACT:
The additional costs of $250,950.00 for the 2009 Chip Seal Program is budgeted for FY 2009/2010.

BACKGROUND:
The placement of rock chip seal to resurface County roads is a long established preventative maintenance practice. It is not economical for the Public Works Department to own and operate the number of trucks necessary to support the Chip Seal Program. Trucking service has historically been procured from outside vendors. This is the first year of a two year extension of the purchase order.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: 925-313-7044

cc:

ATTACHMENTS

Cooper Trucking
2009

Notice of Blanket Award

PURCHASING SERVICES
GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 210
Martinez CA 94553-4711

VENDOR

Alt ID#: 00959
COOPER TRUCKING
P.O. BOX 8295
PITTSBURG AB 94565

PO Date: 04/29/2008
Buyer: Jamile, Win
Phone: (925) 313 - 7322
FOB: Destination
Terms: Net 30

Blanket Order Number
F 24032
ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.

SHIP TO

SEE BELOW
SHIP TO THE ADDRESS BELOW
00 00 00000

INVOICE

PUBLIC WORKS DEPARTMENT - ADMINISTRATION
255 GLACIER DR
MARTINEZ CA 94553-4825

Department	Requisition Number	Bid Number	Delivery Date
PW - PUBLIC WORKS	PW-010-8-14761		

Item	Bid #	Requisition #	Quantity	Unit	Unit Price	Total
1.0	TRUCKING SERVICE TO TRANSFER MATERIALS TO STOCKPILE AND/OR TO CHIP SPREADER AT JOBSITES DESIGNATED BY PW RD MTCE PROJECT SUPERVISOR FOR THE COUNTY'S 2008 CHIP SEAL PROGRAM AS PER AWARD OF RFP DEPOT BID 0803-008 SPECIFICATIONS, TERMS AND CONDITIONS ON FILE WITH VENDOR. SITES: AS DESIGNATED BY PWD RD MTCE SUPERVISOR. SPECIFC JOB DATES: 07/01/2008 THRU 09/30/2008 FOR YEAR 2008 NOTE: THIS BPO IS EFFECTIVE FOR 1 YEAR AFTER AWARD WITH TWO (2) ANNUAL YEAR'S EXTENSION, AT PWD'S OPTION, UPON MUTUAL AGREEMENT WITH VENDOR. PREVIOUS BPO 19275. NOTE TO COUNTY USER DEPARTMENT: It is the responsibility of the County User Department to contact this vendor and make sure this NEW BPO NUMBER is properly set up so it may be used in the future without any delay or difficulty.		3000.00	HRS	$83.65	$250,950.00

This Purchase Order when signed by a County Purchasing representative, authorizes the delivery of the above products and services subject to Contra Costa County's standard "Terms and Conditions" available for viewing at www.co.contra-costa.ca.us/depart/gsd/default.htm. A copy may also be obtained via fax by calling the General Services Purchasing division at (925)313-7300.

EN ORGN SUBO TAS OPT ACT/WAP	Percent	Amount
01-AS CODED	100%	$250,950.00

Kevin Berenson
Purchaser Manager/Buyer

(Rev. 2002 11 17)

Notice of Blanket Award

PURCHASING SERVICES
GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 210
Martinez CA 94553-4711

VENDOR

Alt ID#: 00959
COOPER TRUCKING
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SHIP TO

SEE BELOW
SHIP TO THE ADDRESS BELOW
00 00 00000

INVOICE

PUBLIC WORKS DEPARTMENT - ADMINISTRATION
255 GLACIER DR
MARTINEZ CA 94553-4825

Department	Requisition Number	Bid Number	Delivery Date
PW - PUBLIC WORKS	PW-010-8-14761		

Item	Bid #	Requisition #	Quantity	Unit	Unit Price	Total
	ORDERS WILL BE PLACED BY PHONE, FAX, US MAIL, OR IN PERSON USING THE ABOVE PURCHASE ORDER NUMBER AS NEEDED.					
	Effective Dates: 7/1/2008 through 6/30/2009				Subtotal:	$250,950.00
	Dept. Contact: JIM STEFFENSEN 925-313-7042					
	THE DOLLAR VALUE ON THIS BLANKET ORDER IS AN ESTIMATE OF VOLUME AND NOT A COMMITMENT TO SPEND. THE COUNTY WILL NOT BE HELD RESPONSIBLE TO SPEND THIS AMOUNT.				TOTAL:	$250,950.00

This Purchase Order when signed by a County Purchasing representative, authorizes the delivery of the above products and services subject to Contra Costa County's standard "Terms and Conditions" available for viewing at www.co.contra-costa.ca.us/depart/gsd/default.htm. A copy may also be obtained via fax by calling the General Services Purchasing division at (925)313-7300.

EN ORGN SUBO TAS OPT ACT/WAP	Percent	Amount
01-AS CODED	100%	$250,950.00

Kevin Berenson
Purchaser Manager/Buyer

(Rev. 2002.11.17)

Jim Steffensen

From: Pat Giles
Sent: Friday, January 23, 2009 10:09 AM
To: 'gary@cooper'
Cc: Jim Steffensen; Joe Yee
Subject: RE: Chip Seal 2009

Thank you Gary!
We look forward to another good Chip Seal season.

Thank you,
Pat

Sent by Pat's Treo (www.good.com)

-----Original Message-----
From: gary@cooper [mailto:gary@coopertrucking.biz]
Sent: Thursday, January 22, 2009 10:47 AM Pacific Standard Time
To: Pat Giles
Subject: Chip Seal 2009

Pat,
This will confirm our agreement to perform the 2009 Contra Costa County chip seal trucking for the spreading operations at the same rate as 2008 - $83.65 per hour for transfers.
We look forward to working with you again. Thanks for using Cooper Trucking.

Regards,
Gary Oleson
925-250-6881

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From: Pat Giles
Sent: Friday, January 23, 2009 10:09 AM
To: 'gary@cooper'
Cc: Jim Steffensen; Joe Yee
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Regards,
Gary Oleson
925-250-6881

Contra Costa County

To: Board of Supervisors

From: Joe Valentine, Employment & Human Services Director

Date: February 24, 2009

Subject: Mandated Child Welfare Drug Testing Services

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Employment and Human Services Director, or designnee, to issue a Request for Proposal (RFP #1107) for mandated Child Welfare Drug Testing Services in an amount not to exceed $300,000.

FISCAL IMPACT:
$300,000: 30% County; 70% State Child Welfare Allocation

BACKGROUND:
Random substance abuse testing and Sweat Patch testing are court-required services and are ordered as part of the client service plan. Laboratory results are submitted for inclusion in the Court Hearing(s) on Child Welfare Family Maintenance and Reunification cases.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: 925.313.1648

cc: Patricia Wyrick, Valerie Earley, Earl Maciel

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: February 24, 2009

Subject: 2008 Annual Report from the Contra Costa County Public Law Library

RECOMMENDATION(S):
ACCEPT 2008 Annual Report from the Contra Costa County Public Law Library, as recommended by the County Administrator.

FISCAL IMPACT:
None.

BACKGROUND:
On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, on the second Tuesday in December.

The attached report fulfills this requirement for the Contra Costa County Public Law Library.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: June McHuen, Deputy

Contact: L. DeLaney, 5-1097

cc:

ATTACHMENTS

Advisory Body Annual Report
2008

ADVISORY BODY ANNUAL REPORT
2008

ADVISORY BODY: Contra Costa County Public Law Library Board of Trustees

MEETING TIME: The at noon on the last Thursday of each month

LOCATION: Contra Costa County Public Law Library
1020 Ward Street, Floor 1
Martinez, CA 94553

PRESIDENT DURING REPORTING PERIOD:
Hon. Susanne Fenstermacher

STAFFPERSON: Naomi Little / Carey Rowan

REPORTING PERIOD: 2008

I. **ACTIVITIES / ACCOMPLISHMENTS**: The Law Library strives to provide a place conducive to learning and research and promotes progressive technologies to provide the best access to information and resources. The Library's established working relationships with the courts and several outside legal agencies continue to provide increased access to justice for the general public and self represented litigants.

- A new library director was hired for the Contra Costa County Public Law Library.
- The Contra Costa County Public Law Library continued to work with the court regarding the East County expansion, including adding a branch library presence. Funds are being held in reserve for this project.
- The library implemented a plan for meeting GASB 45 requirements (OPBSA), including taking steps to reserve funding and training key staff on the process.
- The library added 957 print volumes and discarded or replaced 376 superseded volumes, for a total of 42,510 volumes of legal material for our users.
- The library worked with the county and the courts to implement a program supporting domestic violence prevention. Unwanted cell phones are now collected at the law library for donation to STAND! The phones are distributed to victims of domestic violence.

II. ATTENDANCE / REPRESENTATION

CCCPLL Board Attendance 2008	Canceled	Attended	Missed
Hon. Cram	3	6	3
Hon Fenstermacher	3	7	2
Hon. Goode	3	8	1
Hon. Grossman	3	7	2
Hon. Davis	3	6	3
Mark Armstrong, Esq.	3	8	1
David Del Simone, Esq.	3	6	3

III. TRAINING / CERTIFICATION

Hon. Barry Goode	completed	9/2006
Hon. Joyce Cram	completed	11/2006
Hon. Harlan Grossman	completed	11/2006
Hon. Susanne Fenstermacher	completed	11/2006
Hon. Lewis Davis	completed	11/2007
Mark Armstrong, Esq.	completed	12/2006
David Del Simone, Esq.	completed	10/2006

Certificates attached

V. PROPOSED WORK PLAN / OBJECTIVES FOR 2009

- MARKETING/OUTREACH: Staff of the Contra Costa County Public Law Library will work to increase public awareness of the library itself, including the materials and services it offers the public.
- TRAINING: There will be an increased emphasis on training, both for library staff and for developing training for general librarians in the area of legal research.
- EXPANSION: The law library staff and board will continue to work with the court to plan for the additional library branch in the new Pittsburg Courthouse.
- PROGRAMS: The law library will work with the local bar association and legal vendors to offer 1-2 programs carrying MCLE credit for attorneys.
- COLLECTION DEVELOPMENT/EVALUATION: Review of our collection will be ongoing so as to provide relevant, cost-effective material to meet the needs of our users.
- SERVICE: Staff will continue to serve the bench, members of the bar and the citizens of Contra Costa County.

Contra Costa County

To: Board of Supervisors

From: Catherine Kutsuris, Conservation & Development Director

Date: February 24, 2009

Subject: Knightsen-Byron Area Transportation Study

RECOMMENDATION(S):
ADOPT Resolution No. 2009/66 (Exhibit A) approving and authorizing the Conservation and Development Director, or designee, to submit a Transportation Planning Grant application to Caltrans for funds up to $300,000 for FY 2009/10 for the purpose of developing the Knightsen-Byron Area Transportation Study.

FISCAL IMPACT:
None to the General Fund. If awarded, the FY 2009/10 Caltrans Community-Based Transportation Planning Grant would be the funding source for the Knightsen-Byron Area Transportation Study. The maximum grant amount is $300,000 and the program requires 20% matching funds. Half the matching funds can be in-kind (staff hours). The remaining funds for the match will be provided from gas tax or Measure C/J revenue.

BACKGROUND:
The Community-Based Transportation Planning Grant has $3 million available statewide to eligible applicants, with a cap of $300,000 per grant. The purpose of the Community-Based Transportation Planning Grant is to fund coordinated transportation and land use planning projects that promote public engagement, livable communities, and a sustainable transportation system which includes mobility, access, and safety. Every final product delivered under this Program is expected to be a documented study, plan, or concept that can be used by the applicant to further smart growth and a community's sustainability. The County has submitted applications in the past under this program to develop plans for streetscape improvements along Bailey Road and Willow Pass Road pursuant to the Pittsburg-Bay Point BART Station Area Specific Plan. While Caltrans did not award a grant, this project was recently funded under the Transportation for Livable Communities program administered by the Metropolitan Transportation Commission and the Contra Costa Transportation Authority. Potential projects considered by County staff for this grant program

☑ APPROVE ☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☑ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Jamar Stamps, 925-335-1220

cc: Patrick Roche, DCD, Mike Carlson, PWD

are listed below:

Pacheco Boulevard/Vine Hill Area Street Standards: Unincorporated land adjacent to Martinez is undergoing infill development pressure. This project would develop design standards for future road improvements on Pacheco Boulevard and local streets to ensure these roads develop consistent with the County's "Complete Streets" policies and can support planned infill development. This project would be conducted in cooperation with the Municipal Advisory Council and the City of Martinez. Deliverables would include design standards, zoning requirements and a maintenance program.

San Pablo Dam Road/Appian Way Corridor Study: El Sobrante, an unincorporated community, is a Priority Development Area, which is a designation developed by the Association of Bay Area Governments to describe communities where additional development is planned and supported. In response to community concerns, the County is in the process of amending the General Plan to limit future street widening while supporting mixed-use development along San Pablo Dam Road and Appian Way. After the General Plan is amended, design standards will be needed to provide for the ultimate upgrades to San Pablo Dam Road and Appian Way. These upgrades need to support mixed-use development and the County's "Complete Streets" policies. This project would be conducted in cooperation with the Municipal Advisory Council and cities of Richmond and Pinole. Deliverables would include design standards, zoning requirements and a maintenance program.

Boulevard Way Streetscape Plan: Saranap is an unincorporated community which is served by Boulevard Way. This road extends from Olympic Boulevard at Tice Valley Boulevard to Mount Diablo Boulevard at State Route 24. A portion of Boulevard Way is located in Walnut Creek. Their general plan directs them to work with the County to study

BACKGROUND: (CONT'D)

"narrowing Boulevard Way to improve the pedestrian character and to provide land for intensification of development and pedestrian amenities," with a time frame to take such action by 2015. The County has a 1969 precise alignment adopted for Boulevard Way which is no longer consistent with the County General Plan. A joint study would be conducted by the County and Walnut Creek to determine the ultimate configuration of this road, and adjoining land uses. Deliverables would include design standards, zoning requirements and a maintenance program.

Knightsen-Byron Area Transportation Study: This study proposes to re-evaluate the Circulation Element of the General Plan to improve its consistency with the Urban Limit Line and related policies that ensure preservation of non-urban agricultural, open space and other areas identified outside this line. The study area includes portions of land designated as Agricultural Core in the County General Plan. This area is also a Priority Conservation Area, which is a designation developed by the Association of Bay Area Governments to describe areas that encompass regionally significant conservation values and demonstrate community support and an urgent need for protection within five years. This study would be conducted in cooperation with the Knightsen Municipal Advisory Council, Byron Municipal Advisory Council, Discovery Bay Community Services District and the cities of Oakley and Brentwood. Potential outcomes of the study include:

- revisions to the Circulation Element and related General Plan policies for the study area;
- revisions to the off-site fee program that funds transportation upgrades in the area; and
- zoning revisions for ultimate road cross sections and frontage improvements.

Exhibit B to this Board Order provides an evaluation matrix that was used to evaluate the County's potential projects for the Caltrans grant program. These projects address transportation planning issues that are current priorities for the County, and were evaluated using the transportation goals established by Caltrans for the grant program. The Knightsen-Byron Area Transportation Study rated highest as potentially the most favorable project to be evaluated by Caltrans. County staff will move froward on addressing the planning issues for the other project areas described in the matrix as opportunities arise.

The Transportation Water and Infrastructure Committee will review this report at its February 19 meeting. The Committee will report to the Board if any changes are made to this report as written.

ATTACHMENTS

Signed Resolution

Resolution No. 2009/66

Exhibit B

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2009/66

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON CONSIDERATION OF APPROVING AND AUTHORIZING THE CONSERVATION AND DEVELOPMENT DIRECTOR, OR DESIGNEE, TO SUBMIT A TRANSPORTATION PLANNING GRANT APPLICATION TO CALTRANS FOR FUNDS UP TO $300,000 FOR FY 2009/10 FOR THE KNIGHTSEN-BYRON AREA TRANSPORTATION STUDY, AS RECOMMENDED BY THE TRANSPORTATION WATER AND INFRASTRUCTURE COMMITTEE.

WHEREAS, the County approved a transition agreement with the City of Oakley to collect $27 million from new development on the East Cypress Corridor for County road improvements in the Knightsen-Byron Area consistent with the County General Plan;

WHEREAS, the County has approved an Area of Benefit Program to collect fees from development in the unincorporated area to fund County road improvements in the Knightsen-Byron Area consistent with the County General Plan;

WHEREAS, the County recognizes concerns expressed by the Knightsen Town Advisory Council regarding future road improvements that the County General Plan proposes in the Knightsen-Byron area;

WHEREAS, the County desires to work with interested community stakeholders to prepare the Knightsen-Byron Transportation Area Study for the purpose of reviewing the County General Plan Circulation Element policies for the area to ensure future road improvements are cost effective and consistent with, among other things, the existing rural and agricultural characteristics of the area; and

WHEREAS, Caltrans has requested applications for grant funds for community-based transportation planning projects.

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

ATTESTED: February 24, 2009

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

By: , Deputy

Contact: Jamar Stamps, 925-335-1220

cc: Patrick Roche, DCD, Mike Carlson, PWD

NOW, THEREFORE, BE IT RESOLVED, that the Contra Costa County Board of Supervisors hereby authorizes and directs the Conservation and Development Department Director, or designee, to complete and deliver a Transportation Planning Grant application to Caltrans for funds up to $300,000 for FY 2009/10 for the purpose of developing the Knightsen-Byron Area Transportation Study.

EXHIBIT B

EVALUATION OF POTENTIAL APPLICATIONS FOR CALTRANS TRANSPORTATION PLANNING GRANT PROGRAM
(MAXIMUM 3 POINTS AWARDED PER GOAL)

	Pacheco Blvd/Vine Hill Area Street Standards	SPDam Road/Appian Way Corridor Study	Boulevard Way Streetscape Plan	Knightsen- Byron Area Transportation Study
FEDERAL TRANSPORTATION GOALS				
1. Support the economic viability of the metropolitan area, esp. by enabling global competitiveness, productivity, and efficiency.	**(N.A.)** Project addresses needs of an unincorporated community.	**(N.A.)** Project addresses needs of an unincorporated community.	**(N.A.)** Project addresses needs of an unincorporated community.	**(N.A.)** Project addresses needs of an unincorporated community.
2. Increase the safety of the transportation system for motorized and non-motorized users.	**(3)** Gaps in facilities for peds/bikes/transit. Project will apply the "complete streets" policy	**(3)** Gaps in facilities for peds/bikes/transit. Project will apply the "complete streets" policy	**(3)** Gaps in facilities for peds/bikes/transit. Project will apply the "complete streets" policy	**(3)** Gaps in facilities for peds/bikes/transit. Project will apply the "complete streets" policy
3. Increase the security of the transportation system for motorized and non-motorized users.	**(N.A.)** Transportation security is not an issue.	**(N.A.)** Transportation security is not an issue.	**(N.A.)** Transportation security is not an issue.	**(N.A.)** Transportation security is not an issue.
4. Increase the accessibility and mobility of people and freight.	**(1)** Increases access and mobility for people.	**(1)** Increases access and mobility for people.	**(1)** Increases access and mobility for people.	**(3)** Increases access and mobility for people and goods.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.	**(2)** This is not a Priority Development Area so does not improve consistency with the Regional FOCUS Program.	**(3)** This is a Priority Development Area.	**(2)** This is not a Priority Development Area so does not improve consistency with the Regional FOCUS Program.	**(3)** This is a Priority Conservation Area.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.	**(1)** Enhances integration and connectivity between modes for people.	**(1)** Enhances integration and connectivity between modes for people.	**(1)** Enhances integration and connectivity between modes for people.	**(2)** Enhances integration and connectivity between modes for people and goods.
7. Promote efficient system management and operation.	**N.A.**	**N.A**	**N.A**	**N.A**
8. Emphasize the preservation of the existing transportation system.	**N.A.**	**N.A**	**N.A**	**N.A**

EXHIBIT B
Page 2 of 2
EVALUATION OF POTENTIAL APPLICATIONS FOR CALTRANS TRANSPORTATION PLANNING GRANT PROGRAM
(MAXIMUM 3 POINTS AWARDED PER GOAL)

	Pacheco Blvd/Vine Hill Area Street Standards	SPDam Road/Appian Way Corridor Study	Boulevard Way Streetscape Plan	Knightsen- Byron Area Transportation Study
CALIFORNIA TRANSPORTATION PLAN GOALS				
1. Improve Mobility and Accessibility: Expanding the system and enhancing modal choices and connectivity to meet the State's future transportation demands.	**(2)** Does not expand the system.	**(2)** Does not expand the system.	**(2)** Does not expand the system.	**(3)** Expands the system to accommodate commuter traffic.
2. Preserve the Transportation System: Maintaining, managing, and efficiently utilizing California's existing transportation system.	**(2)** Evaluates use of existing right of way and maintenance needs.	**(3)** Evaluates use of existing right of way, maintenance needs and ability to reduce future road expansion.	**(3)** Evaluates use of existing right of way, maintenance needs, and ability to reduce future road expansion.	**(3)** Evaluates use of existing right of way, maintenance needs and ability to reduce future road expansion.
3. Support the Economy: Maintaining, managing, and enhancing the movement of goods and people to spur the economic development and growth, job creation, and trade.	**N.A.**	**(2)** Supports revitalizing downtown El Sobrante and additional housing for the region.	**N.A.**	**(2)** Supports agriculture and commuting to job centers.
4. Enhance Public Safety and Security: Ensuring the safety and security of people, goods, services, and information in all modes of transportation.	**(1)** Gaps exist in facilities for peds and bikes. Project will apply the County's "complete streets" policy.	**(1)** Gaps exist in facilities for peds and bikes. Project will apply the County's "complete streets" policy.	**(1)** Gaps exist in facilities for peds and bikes. Project will apply the County's "complete streets" policy.	**(1)** Gaps exist in facilities for peds and bikes. Project will apply the County's "complete streets" policy.
5. Reflect Community Values: Finding transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decision.	**(3)** Project responds to community comments and will involve all stakeholders.	**(3)** Project responds to community comments and will involve all stakeholders.	**(3)** Project responds to community comments and will involve all stakeholders.	**(3)** Project responds to community comments and will involve all stakeholders.
6. Enhance the Environment: Planning and providing transportation services while protecting our environment, wildlife, and historical and cultural assets.	**(1)** Project will comply with CEQA.	**(1)** Project will comply with CEQA.	**(1)** Project will comply with CEQA.	**(2)** Project will comply with CEQA and protect agriculture.
TOTAL POINTS FOR GRANT GOALS	**(16)**	**(20)**	**(17)**	**(25)**

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: February 24, 2009

Subject: Medical Lien Reduction

RECOMMENDATION(S):
APPROVE and ACCEPT the recommendation of the Lien Committee to reduce the County's medical lien to $5,000 for medical care rendered to the minor child of Edward Castillo for treatment of injuries resulting from an automobile accident on May 26, 2007.

FISCAL IMPACT:
The net County cost is $34,456.

BACKGROUND:
Contra Costa County California Children Services authorized and paid for trauma services provided at John Muir Medical Center for the minor child of Edward Castillo, who was injured in a motor vehicle accident on May 26, 2007. Edward Castillo, on behalf of his minor child, engaged the Law Offices of Arnold Laub, to pursue damages from the driver of the vehicle that caused the accident and injured the child.

Pursuant to Government Code Section 23004.1, Civil Code Section 3045.1, and Resolution No 67/963, Contra Costa County has a statutory lien against any damages recovered by Edward Castillo from

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Emy L. Sharp, Deputy

Contact: Rich Seithel (925) 335-1024

cc:

BACKGROUND: (CONT'D)

the responsible third party. The attorney for Edward Castillo has requested that the County accept $5,000 instead of its medical costs of $73,912, due to financial hardship to the family and the fact that the defendant's insurance policy limit is only $15,000.

The Lien Committee has reviewed the facts and circumstances of this case and is therefore recommending that the County agree to compromise its lien and accept $5,000 for its medical lien. The minor child will receive $5,000 and Mr. Laub will receive the remaining $5,000.

The fiscal impact to the County is $34,456, because the State of California is responsible for one-half of the medical expenses and the State will also receive one-half of the County's $5,000 share of this reimbursement.

Contra Costa County

To: Board of Supervisors

From: Catherine Kutsuris, Conservation & Development Director

Date: February 24, 2009

Subject: Multi-Family Mortgage Revenue Bonds – Giant Road Family Apartments Project, San Pablo

RECOMMENDATION(S):
ADOPT Resolution No. 2009/85, approving a Fifth Amendment to Master Pledge and Assignment Agreement related to the County's 2005 issuance of $18,634,000 of Multi-Family Housing Revenue Bonds to finance the Giant Road Family Apartments, San Pablo.

FISCAL IMPACT:
No General Fund obligation is involved. Bonds have been issued, and the County is reimbursed for costs associated with issuance of bonds. Annual expenses related to monitoring of the Regulatory Agreement are accommodated in the bond issue. The bonds to be issued will be solely secured by a pledge of revenues (rents, reserves, etc.) pledged under the bond documents. No County funds are pledged to secure the bonds.

BACKGROUND:
Giant Road Family Apartments is an 86-unit project located at 2832 Giant Road, San Pablo. The project was financed with multi-family housing revenue bonds issued by the County in 2005. The project was completed and opened in 2007. The ownership entity is Giant Development,

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: June McHuen, Deputy

Contact: Jim Kennedy 5-7225

cc:

BACKGROUND: (CONT'D)

L.P., a California limited partnership, with East Bay Asian Local Development Corporation (EBALDC) as the managing General Partner. The project also included County financing in the form of Community Development Block Grant funds of $60,000 and HOME Investment Partnership funds of $600,000. San Pablo also provided $450,000 of the financing with redevelopment funds. Due to the complexity in coordinating project-based Section 8 and Shelter Plus financing, the project continues to experience delays in achieving a final loan closing. The recommended action is the approval of the Fifth Amendment to Master Pledge and Assignment amending and supplementing the Original Pledge and Assignment in order to provide for a new maturity date of May 1, 2009 (or such later date requested by U.S. Bank National Association, and any successors and assigns) for the 2005 Series A-2 Bonds. The Board's action acknowledges that a public hearing has been held by the Deputy Director – Redevelopment as required by Section 147(f) of the Internal Revenue Code.

ATTACHMENTS

Resolution No. 2009/85

Contra Costa County

To: Board of Supervisors

From: Gayle B. Uilkema, District II Supervisor

Date: February 24, 2009

Subject: REFER to the Internal Operations Committee for its July 2009 meeting the matter of updating the January 2006 Contra Costa Emergency Operations Plan

RECOMMENDATION(S):
REFER to the Internal Operations Committee for its July 2009 meeting the matter of updating the January 2006 Contra Costa Emergency Operations Plan for review, update, and recommendations.

FISCAL IMPACT:
None

BACKGROUND:
The Contra Costa County Emergency Operations Plan prepared by the Office of the Sheriff Emergency Services Division was adopted by the Emergency Services Policy Board in January, 2006 and needs to be reviewed and updated.

☑ APPROVE ☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: June McHuen, Deputy

Contact: Stephen Dexter, 925-335-1046

cc:

Contra Costa County

To: Board of Supervisors

From: Chair, Fish and Wildlife Committee

Date: February 24, 2009

Subject: APPROPRIATION OF FUNDS FROM THE FISH AND WILDLIFE PROPAGATION FUND TO SUPPORT PROJECTS THAT BENEFIT FISH AND WILDLIFE

RECOMMENDATION(S):

1) ACCEPT recommendation of the Fish and Wildlife Committee regarding the awarding of two grants from the Fish and Wildlife Propagation Fund.

2) DIRECT the Auditor/Controller to release $1,163.40 from the Fish and Wildlife Propagation Fund to the Department of Conservation and Development for the Volunteer Creek Monitoring Program to support stream monitoring activities benefiting the fish and wildlife resources of the County.

3) DIRECT the Auditor/Controller to release $18,705.00 from the Fish and Wildlife Propagation Fund to the Urban Creeks Council for the Rheem Creek Restoration and Watershed Education Project to support restoration activities at Contra Costa College in San Pablo that will benefit the fish and wildlife resources of the County.

FISCAL IMPACT:

No impact to the general

☐ APPROVE ☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Michelle Luebke, 335-1315

cc: Daniel Pellegrini

FISCAL IMPACT: (CONT'D)

fund. A portion of the fines collected from violations of fish and game regulations in the County is deposited in the Fish and Wildlife Propagation Fund, which has a current balance of approximately $300,000. State law defines how money in this fund may be spent, but the Board of Supervisors is responsible for authorizing specific expenditures. The projects recommended to receive funding are consistent with the expenditure criteria established by State Law.

BACKGROUND:

Since 1996, the Fish and Wildlife Committee (FWC) has implemented a structured process for reviewing funding requests. The intent of this structured review process was to replace case-by-case decision-making (such as occurred previously) with a grant process that enables comparative and efficient review of applications.

Occasionally the Committee receives requests for funds outside of the regular grant cycle. These proposals must meet all the regular requirements of applications as well as the justification why the funding request should be considered outside the regular cycle. The criteria established by the FWC for considering applications outside the regular grant cycle are:

• the project is a FWC-initiated project; or
• delaying review of the project until the annual review cycle would cause substantial harm to the fish and wildlife resources of the County; or
• the project cannot be performed at all unless funding is received from the Fish and Wildlife Propagation Fund sooner than would be possible under the annual review cycle; or
• the project has substantial matching funds which will expire unless funding is received from the Fish and Wildlife Propagation Fund sooner than would be possible under the annual review cycle.

The FWC discussed the funding applications at its November 2008 and January 2009 meetings and determined by unanimous votes that both proposals comply with the established criteria. The FWC also voted unanimously to recommend that the Contra Costa County Board of Supervisors approve funding these two grant applications in full. Additional detail on the two recommended appropriations is provided below:

1) Appropriate $1,163.40 from the Contra Costa County Fish and Wildlife Propagation Fund to the Contra Costa County Department of Conservation and Development for the Volunteer Creek Monitoring Program's analysis of benthic macroinvertebrate samples. These samples would provide critical information on the effects of vegetation removal on benthic macroinvertebrate assemblages and on the effects on benthic macroinvertebrate communities following the introduction of the invasive New Zealand Mud Snail (Potamopyrgus antipodarum).

2) Appropriate $18,705 from the Contra Costa County Fish and Wildlife Propagation Fund to the Urban Creeks Council for the Rheem Creek Restoration and Watershed Education Project. This project provides funding for vegetation installation, maintenance and monitoring at a creek restoration site on Rheem Creek at Contra Costa College in San Pablo.

ATTACHMENTS

Volunteer Creek Monitoring Program cover page

Urban Creeks Council cover page

Contra Costa County
2008-2009 Fish and Wildlife Propagation Fund
Application Cover Page

Office Use Only:

Project title: Contra Costa Volunteer Creek Monitoring Program

Organization /Individual applying: Contra Costa Watershed Forum

(organization type: please circle one – government, non-profit, for-profit, other)

Address: 651 Pine Street, 4th Floor, North Wing

Martinez CA 94553

Telephone: (925) 335-1315 Fax: (925) 335-1299

E-mail: mlueb@cd.cccounty.us

Name and title of contact person: Michelle Luebke, Watershed Monitoring Coordinator

One sentence summary of proposal: We are seeking these funds to offset the cost of two special conditions encountered during the Bioassessment sampling by the Volunteer Creek Monitoring Program: to study the effects of vegetation removal on benthic macroinvertebrate assemblages and to determine the effects on benthic macroinvertebrate communities following the introduction of the invasive New Zealand Mud Snail (*Potamopyrgus antipodarum*).

Requested grant: $ 1163.40

Proposal prepared by (name & title): Michelle Luebke, Watershed Monitoring Coordinator

Signature (*typing your name does not count as a signature*):

Date: 7 October 2008

Contra Costa County
2009-2010 Fish and Wildlife Propagation Fund
Application Cover Page

Office Use Only:

CONTRA COSTA

2009 JAN 12 A 9:48

DEPARTMENT OF CONSERVATION AND DEVELOPMENT

Project title: Rheem Creek Restoration and Watershed Education Project, PhaseII

Organization/Individual applying: Urban Creeks Council

(Organization type: please check one – ☐ government, ☒ non-profit, ☐ for-profit, ☐ other (explain)

Address: 1250 Addison St # 204, Berkeley CA 94702

Telephone: 510.540.6669 Fax: 510.540.6607

E-mail: phil@urbancreeks.org

Name and title of contact person: Phil Stevens, Executive Director

One sentence summary of proposal: UCC requests a grant to help maintain the newly constructed restoration project through the end of August 2009.

Requested grant: $ 18,705

Proposal prepared by (name & title): Phil Stevens, Executive Director

Signature (*Typing your name does not count as a signature. If this section is empty, your proposal will not be considered*):

Phil S

Signed on 1/11/09

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: February 24, 2009

Subject: PITTSBURG UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS

RECOMMENDATION(S):
ADOPT Resolution 2009/48 authorizing, on behalf of Pittsburg Unified School District, the sale and issuance of General Obligation Bonds, Election of 2006, Series B, in a principal amount not to exceed $35,000,000.

FISCAL IMPACT:
There is no fiscal impact to the County.

BACKGROUND:
Under state law, the Contra Costa County Board of Supervisors is required to authorize the sale and issuance of General Obligation bonds for school districts within the County. No financial obligation is assumed with these authorizations.

The School District is issuing these bonds on authority granted by voter approval on November 7, 2006.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: June McHuen, Deputy

Contact: Lisa Driscoll (925) 335-1023

cc: Lisa Driscoll, County Finance Director, Brice Bins, Assistant Treasurer, Steve Ybarra, County Auditor-Controller

CONSEQUENCE OF NEGATIVE ACTION:

Without the Contra Costa County Board of Supervisors authorization, the School District would not be able to issue the bonds, thereby delaying or preventing the implementation of projects approved by voters.

ATTACHMENTS

Resolution No. 2009/48

Exhibit A

Exhibit B

District Resolution 08-34

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES:	5
NOES:	
ABSENT:	
ABSTAIN:	
RECUSE:	

Resolution No. 2009/48

RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA, PROVIDING FOR AUTHORIZATION OF ISSUANCE AND SALE OF PITTSBURG UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2006, SERIES B (2009), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $35,000,000

RESOLVED, by the Board of Supervisors (the "Board") of Contra Costa County, California (the "County"), as follows:

WHEREAS, an election was regularly held in the Pittsburg Unified School District (the "District") on November 7, 2006, at which a proposition was submitted to the electors of the District to authorize the District to issue and sell bonds of up to $85,000,000 in aggregate principal amount to build new classrooms at Pittsburg high schools, emphasize science, technology, and vocational rooms, separate ninth and tenth grade classrooms and facilities, upgrade cafeteria and library, renovate restrooms, and upgrade electrical and plumbing systems (collectively, the "Project"), and, as set forth in the Bond project list:

Pittsburg High School

- Build new permanent classrooms, emphasizing science and computer/vocational labs.
- Build new separate classrooms and facilities to better accommodate ninth and tenth grade students.

I hereby certify that this 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:

ATTESTED: February 24, 2009

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Lisa Driscoll, County Finance Director, Brice Bins, Assistant Treasurer, Steve Ybarra, County Auditor-Controller

• Upgrade the high school electrical systems in order to improve student access to computers and technology.
• Replace aging plumbing and renovate restrooms.
• Expand and upgrade vocational and career technology classrooms.
• Renovate support facilities and administrative offices.
• Upgrade heating and ventilating systems.
• Buy new classroom desks, chairs and tables.
• Build a new library and cafeteria.

Riverside High School
• Create new classrooms, including science and technology/vocational labs.
• Improve heating, ventilating, plumbing, and electrical systems.

Other Projects
• Construct classrooms and support facilities necessary to meet expanding student population.
• Remove hazardous materials, e.g., asbestos, lead, etc., where necessary.
• Provide other improvements to comply with access requirements of the Americans with Disabilities Act.
• Furnish and equip newly constructed and renovated classrooms and facilities.
• Perform site work (including demolition) as necessary in connection with new construction or installation or removal of relocatable classrooms.
• Rent or construct temporary classrooms (including relocatables) as needed to house students displaced during construction.

WHEREAS, at least 55% of the votes cast on said proposition were in favor of issuing said bonds, payable from the levy of an ad valorem tax against the taxable property in the District (the "Bonds");

WHEREAS, the Board has previously received a resolution of the Governing Board of the District requesting the issuance of an initial series of Bonds in the aggregate principal amount of not to exceed $15,000,000 to be entitled Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2006, Series A (the "Series A Bonds"), for the purpose of raising funds needed to finance a portion of the Project and other authorized costs, and the Board has issued the Series A Bonds;

WHEREAS, the Board has received a resolution of the Governing Board of the District requesting the issuance of the second series of Bonds in the aggregate principal amount of not to exceed $35,000,000 to be entitled Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2006, Series B (2009) (the "Series B Bonds"), for the purpose of raising funds needed to finance a portion of the Project and other authorized costs; and

WHEREAS, in its resolution, the District found and informed this Board that all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Series B Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Contra Costa County, State of California, as follows:

Section 1. Purpose of Series B Bonds. That for the purpose of raising money for real property acquisition or improvements, namely: (a) for the purpose of raising funds needed for the Project, and (b) to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Series B Bonds.

Section 2. Sale of the Series B Bonds; Approval of Bond Purchase Agreement. The form of bond purchase agreement by and among the County, the District and to such underwriter as shall be selected by the District (the "Underwriter"), substantially in the form attached hereto as Exhibit A (the "Bond Purchase Agreement"), is hereby approved and the Treasurer-Tax Collector of the County (the "Treasurer-Tax Collector"), or a designated deputy thereof, or the Chairman of the Board or such Chairman's designee is hereby authorized to execute and deliver the Bond Purchase Agreement, and the Superintendent of the District or the Assistant Superintendent, Business Services of the District, or the designee thereof, is hereby authorized and requested to acknowledge the execution of such Bond Purchase Agreement, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the Treasurer-Tax Collector, or designated deputy thereof, or the Chairman of the Board or such Chairman's designee may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Series B Bonds shall not exceed the maximum rate permitted by law and the Underwriter's compensation shall not exceed 1.25% of the par amount of the Series B Bonds. The Treasurer-Tax Collector, any designated deputy thereof, or the Chairman of the Board is further authorized to determine the principal amount of the Series B Bonds to be specified in the Bond Purchase Agreement for sale by the Board of not to exceed $35,000,000 for the purpose of raising funds for the Project and other authorized costs and to enter into and execute the Bond Purchase Agreement with the Underwriter, if the conditions set forth in this Resolution are satisfied.

Section 3. Series B Bond Terms. The Series B Bonds shall be issued as fully registered Bonds, without coupons, in the denominations of $5,000 each or any integral multiple thereof, and shall be dated as of their date of delivery.

The Series B Bonds shall bear interest from the date of the Series B Bonds to maturity of each of the Series B Bonds at a rate or rates not in excess of eight percent (8%) per annum. Interest shall be payable on February 1 and August 1 of each year (the "Interest Payment Dates"), based on a 360-day year composed of 12 months of 30 days commencing February 1, 2010, until the principal amount has been paid or provided for. Each Series B Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before January 15, 2010, in which event it shall bear interest from its date of delivery.

The Series B Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) on August 1 of the years and in the amounts as shall be determined at the time of sale of the Series B Bonds to the Underwriter.

Section 4. Redemption of Series B Bonds.

(a) *Optional Redemption.* The Series B Bonds maturing on or before August 1, 2018, shall not be subject to redemption prior to their respective stated maturities. The Series B Bonds maturing on or after August 1, 2019, shall be subject to redemption prior to maturity, at the option of the District, from any available source of funds, on any date on or after August 1, 2018, at a redemption price equal to the principal amount thereof together with accrued interest thereon to the date fixed for redemption, without a premium.

(b) *Mandatory Sinking Fund Redemption.* In the event and to the extent specified in the the Bond Purchase Agreement at the time of sale of the Series B Bonds to the Underwriter, any maturity of Series B Bonds shall be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption on August 1 in each of the years set forth in the Bond Purchase Agreement, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 4, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a pro rata basis in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the District with the County and the Paying Agent (as defined in Section 8 hereof).

(c) *Selection of Bonds for Redemption.* If less than all of the Series B Bonds shall be called for redemption, the particular Series B Bonds or portions thereof to be redeemed shall be called in such order as shall be directed by the District and, in lieu of such direction, in inverse order of their maturity. Within a maturity, the Paying Agent shall select the Series B Bonds for redemption by lot; provided, however, that the portion of any Series B Bond to be redeemed shall be in the principal amount of five thousand dollars ($5,000) or some integral multiple thereof and that, in selecting Series B Bonds for redemption, the Paying Agent shall treat each Series B Bond as representing that number of Series B Bonds which is obtained by dividing the principal amount of such Series B Bond by five thousand dollars ($5,000).

(d) *Notice of Redemption.* The Paying Agent shall give notice of the redemption of the Series B Bonds at the expense of the District. Such notice shall specify: (a) that the Series B Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Series B Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Series B Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Series B Bond to be redeemed, the portion of the principal amount of such Series B Bond to be redeemed, together with interest accrued to said date, and redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Series B Bonds, or if the registered owner is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices, and by first class mail, postage prepaid, to the District and County and the respective owners of any registered Series B Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least thirty (30) days, but not more than sixty (60) days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Series B Bonds.

(e) *Partial Redemption of Bonds.* Upon the surrender of any Series B Bond redeemed in part only, the Paying Agent shall execute and deliver to the registered owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Series B Bonds surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such registered owner, the County, the Paying Agent and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(f) *Effect of Redemption.* Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside with the County for such purpose, the Series B Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Series B Bonds to be redeemed as provided in this Section 4,

together with interest to such redemption date, shall be held by the Treasurer-Tax Collector so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Series B Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Treasurer-Tax Collector for the redemption of Series B Bonds shall be held in trust for the account of the registered owners of the Series B Bonds so to be redeemed.

All Series B Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 4 shall be canceled upon surrender thereof and be delivered to or upon the order of the County and the District. All or any portion of a Series B Bond purchased by the County or the District shall be canceled by the Paying Agent.

Series B Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Treasurer-Tax Collector irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, all as provided in this resolution, then such Series B Bonds shall no longer be deemed outstanding and shall be surrendered to the Paying Agent for cancellation.

Section 5. Execution of Bonds. The Series B Bonds shall be signed by the manual or facsimile signatures of the Chair of the Board of Supervisors, the Clerk of the Board and the Treasurer-Tax Collector, and the seal of the County shall be reproduced thereon. No Series B Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this resolution unless and until the certificate of authentication printed on the Series B Bond is signed by the Paying Agent as authenticating agent, that the Series B Bond as authenticated has been duly issued, signed and delivered under this resolution and is entitled to the security and benefit of this resolution.

Section 6. Appointment of Paying Agent. The Board hereby appoints The Bank of New York Mellon Trust Company, N.A., San Francisco, California, to act as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Series B Bonds. All fees and expenses incurred for services of the Paying Agent shall be the sole responsibility of the District.

(a) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this resolution by giving at least 60 days' written notice to the District and the Treasurer-Tax Collector. The Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Treasurer-Tax Collector and signed by the District. A successor Paying Agent shall be appointed by the District with the written consent of the Treasurer-Tax Collector, which consent shall not be unreasonably withheld, and shall be a bank or trust company organized under the laws of the state or any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least $50,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District and the Treasurer-Tax Collector, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or, if there is no successor, to the Treasurer-Tax Collector. In the event that for any reason there shall be a vacancy in the office of the Paying Agent, the Treasurer-Tax Collector shall act as the Paying Agent. The County shall promptly cause to be published at District expense in an Authorized Newspaper the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent.

Section 7. Payment of Principal and Interest. The principal of and interest on the Series B Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Paying Agent. Principal shall be payable when due upon presentation and surrender of the Series B Bonds at the principal corporate trust office of the Paying Agent. Interest on a Series B Bond shall be paid on each Interest Payment Date by check or draft mailed by first class mail to the person in whose name the Series B Bond was registered, and to that person's address appearing on the Bond Register (as defined in Section 8 below) at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (a "Record Date").

Section 8. Bond Registration and Transfer. If the book entry system is no longer in effect as provided in Section 10, the District shall cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Series B Bonds as provided in this Section 8 (the "Bond Register"). while such book entry system is in effect, such books need not be kept, as the Series B Bonds will be represented by one Bond for each maturity registered in the name of Cede & Co., as nominee for DTC.

Subject to the provisions of Section 7 above, the person in whose name a Series B Bond is registered on the Bond Register shall be regarded as the absolute owner of that Series B Bond for all purposes of this resolution. Payment of or on account of the principal of and interest on any Series B Bond shall be made only to or upon the order of that person; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 8. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Series B Bonds, including interest, to the extent of the amount or amounts so paid.

Any Series B Bond may be exchanged for Series B Bonds of a like maturity in any authorized denomination, upon presentation and surrender at the office of the Paying Agent designated for such purpose, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Any Bond may, in accordance with its terms, but only if the District determines to no longer maintain the book entry only status of the Series B Bonds or if DTC determines to discontinue providing such services and no successor securities depository is named or DTC requests the District to deliver Bond certificates to particular DTC Participants, be transferred, upon the books required to be kept pursuant to the provisions of this Section 8, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

Neither the District, the County nor the Paying Agent will be required: (a) to issue or transfer any Series B Bonds during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of Series B Bonds to be redeemed and ending with the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given, or (b) to transfer any Series B Bonds which have been selected or called for redemption in whole or in part.

Section 9. Form of Bond. The Series B Bonds shall be in substantially the form set forth in Exhibit B attached hereto and incorporated herein, allowing those officials executing the Series B Bonds to make the insertions and deletions necessary to conform the Series B Bonds to this resolution and the provisions of the Bond Purchase Agreement at the time of sale of the Series B Bonds to the Underwriter.

Section 10. Book-Entry System. Except as provided below, the owner of all of the Series B Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Series B Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Series B Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B Bonds maturing on such date. The County, the Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series B Bonds registered in its name for all purposes of this resolution, and neither the County, the Paying Agent nor the District shall be affected by any notice to the contrary. The County, the Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the Series B Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant by DTC or any Participant of any amount in respect of the principal or interest with respect to the Series B Bonds. The County and the District shall cause to be paid all principal and interest with respect to the Series B Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series B Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series B Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series B Bonds and delivers a written certificate to DTC and the County to that effect, DTC shall notify the Participants of the availability through DTC of Series B Bonds. In such event, the County shall issue, transfer and exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series B Bonds at any time by giving notice to the District and the County and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the County shall be obligated to deliver Series B Bonds as described in this resolution. Whenever DTC requests the District and the County to do so, the District and the County will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series B Bonds evidencing the Series B Bonds to any DTC Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series B Bonds.

Section 11. Establishment of Funds and Accounts; Delivery of Series B Bonds; Disposition of Proceeds of the Series B Bonds.

(a) *Establishment of Funds and Accounts.*

(i) **Building Fund**. A fund, to be known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2006, Series B (2009), Building Fund" (the "Building Fund"), is hereby created and established within the County Treasury, which fund shall be accounted for separate and distinct from all other District and County funds. Moneys deposited therein shall be used solely for the purpose for which the Series B Bonds are being issued and shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property. The interest earned on the moneys deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. Moneys held in the Building Fund shall be invested by the County in any one or more investments generally permitted to school districts under the laws of the State of California, consistent

with the investment policy of the County and this resolution (the "Building Fund Permitted Investments"). The Building Fund Permitted Investments shall specifically include: (A) the County Pooled Investment Fund and (B) at the request of the District, (1) the Local Agency Investment Fund maintained by the Treasurer of the State of California; (2) other investments permitted under section 53601 of the California Government Code; and (3) investment agreements with financial institutions with senior unsecured credit ratings in one of the two highest rating categories (without regard to any refinement or gradation of such rating category by a plus or minus or a numeral) from one or more nationally recognized statistical rating organization then rating the Bonds. In regard to any investments requested by the District specified in clauses (B)(1), (B)(2) or (B)(3) above, the County may decline the request of the District upon any reasonable basis, including, specifically, any concerns of the County regarding the legality, structure or appropriateness of the investment vehicle generally or the process proposed for the bidding or the execution of the investment. Consent by the County to a request by the District to use any investments requested by the District specified in clauses (B)(1), (B)(2) or (B)(3) above shall in no way imply any endorsement by the County of such investment and the County assumes no liability for the results of such investment or of the provider thereof.

(ii) **Interest and Sinking Fund**. A fund, to be known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2006, Interest and Sinking Fund" (the "Interest and Sinking Fund"), is hereby created and established within the County Treasury, which fund shall be accounted for separate and distinct from all other District and County funds. Moneys deposited therein shall be used only for payment of principal and interest on the Bonds. Any excess proceeds of the Series B Bonds not needed for the authorized purposes set forth herein for which the Series B Bonds are being issued shall be transferred to the Interest and Sinking Fund and applied to the payment of principal and interest on the Series B Bonds at the direction of the District. If, after payment in full of the Series B Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding the foregoing provisions of this Section 11, any excess proceeds of the Series B Bonds not needed for the authorized purposes set forth herein for which the Series B Bonds are being issued shall be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law, including but not limited to the requirements of federal tax law (if any) relating to the yield at which such proceeds are permitted to be invested. Moneys held in the Interest and Sinking Fund shall be invested by the County in the County Pooled Investment Fund.

(b) *Delivery of Series B Bonds*. The proper officials of the District shall cause the Series B Bonds to be prepared and, following their sale, shall have the Series B Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Series B Bonds, to the original purchaser upon payment of the purchase price in funds which are immediately available to the Paying Agent.

(c) *Disposition of Proceeds of the Series B Bonds*. On the date of delivery of the Series B Bonds (the "Closing Date"), the proceeds of sale of the Series B Bonds shall be paid by the original purchaser to the Treasurer-Tax Collector of the County. The Treasurer-Tax Collector of the County shall deposit such amounts as follows:

(i) An amount equal to the premium, if any, paid by the original purchaser shall be deposited in the Interest and Sinking Fund; and

(ii) The remaining amounts shall be deposited in the Building Fund.

The Underwriter has agreed to pay costs of issuance in an amount up to $130,000. To the extent that costs of issuance result in an amount less than $130,000 but the Underwriter nonetheless elects to pay to the District the difference between $130,000 and the actual amount of costs of issuance, such excess amount shall constitute premium received from the Underwriter and shall be paid to the Treasurer-Tax Collector of the County for deposit in the Interest and Sinking Fund.

(d) *Unclaimed Moneys*. Any money held in any fund or account created pursuant to this resolution, or by the Paying Agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Series B Bonds remaining unclaimed for two years after the principal of all of the Series B Bonds has become due and payable (whether by maturity or upon prior redemption), shall be transferred to the Interest and Sinking Fund for the payment of any outstanding bonds of the District payable from said fund; or, if no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

Section 12. Source of Payment. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and ad valorem tax annually during the period the Series B Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the Series B Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the Series B Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent, as paying agent for the Series B Bonds, as necessary to pay the principal of and interest on the Series B Bonds.

Section 13. Defeasance. The Series B Bonds may be defeased prior to maturity in the following ways:

(a) *Cash*: By irrevocably depositing with a bank or trust company, in escrow, an amount of cash which, together with amounts then on deposit in the Debt Service Fund, is sufficient to pay all Series B Bonds Outstanding, including all Principal and interest and premium, if any; or

(b) *Defeasance Securities*: By irrevocably depositing with a bank or trust company, in escrow, noncallable Defeasance Securities,

permitted under section 149(d) of the Code thereto together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and monies then on deposit in the Debt Service Fund, together with the interest to accrue thereon, be fully sufficient to pay and discharge all Series B Bonds (including all Principal and interest represented thereby and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any Series B Bonds shall not have been surrendered for payments, all obligations of the District and the County with respect to all Outstanding Series B Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section 13, to the Owners of the Series B Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section 13 and Section 14, "Defeasance Securities" shall mean: Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including (in the case of direct and general obligations of the United States of America) evidence of direct ownership or proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying United States Obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying Defeasance Securities; and (c) the underlying Defeasance Securities are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claims of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's if the Bonds are then rated by Standard & Poor's, and "Aaa" by Moody's Investors Service if the Bonds are then rated by Moody's Investors Service.

For purposes of this Section 13 and Section 14, the escrow agent bank and verification agent shall be selected by the District. Any such escrow bank or trust company shall conform to the successor paying agent requirements hereof. All costs for defeasance of the Series B Bonds shall be paid by the District.

Section 14. Partial Defeasance. A portion of the then-Outstanding maturities of the Series B Bonds may be defeased prior to maturity in the following ways:

(a) *Cash*: by irrevocably depositing with a bank or trust company, in escrow, an amount of cash which, together with amounts then on deposit in the Debt Service Fund, is sufficient to pay the designated Outstanding maturities of Series B Bonds, including all Principal and interest and premium, if any; or

(b) *Defeasance Securities*: By irrevocably depositing with a bank or trust company, in escrow, noncallable Defeasance Securities, permitted under section 149(d) of the Code thereto together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, be fully sufficient to pay and discharge all Series B Bonds (including all Principal and interest represented thereby and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such designated maturities of Series B Bonds shall not have been surrendered for payment, all obligations of the District and the County with respect to such Outstanding maturities of Series B Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section 14, to the Owners of the Series B Bonds of such maturities designated for redemption not so surrendered and paid all sums due with respect thereto.

Section 15. Necessary Acts and Conditions. This Board determines that all acts and conditions necessary to be performed by the Board precedent to and in the issuing of the Series B Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Series B Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit of the District are pledged for the timely payment of the principal of and interest on the Series B Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series B Bonds.

Section 16. Approval of Actions. Officers of the Board and County officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Series B Bonds and otherwise carry out, give effect to and comply with the terms and intent of this resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Section 17. Limited Liability. Notwithstanding anything to the contrary contained herein, in the Series B Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Series B Bonds shall be payable solely from the moneys of the District available therefor as set forth in Section 12 hereof.

Section 18. Indemnification of County. The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become

subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the Series B Bonds in accordance herewith and with the District's resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 19. Limited Responsibility for Official Statement. Neither the Board nor any officer of the County has prepared or reviewed the official statement of the District describing the Series B Bonds (the "Official Statement"), and the Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures, as they may relate to funds of the District held by the County Treasurer, the County Treasurer is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary Official Statement, and to certify in writing prior to or upon the issuance of the Series B Bonds that the information contained in such section does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

Section 20. Certified Copy to Auditor-Controller. The Clerk of the Board is hereby directed to provide a certified copy of this resolution to the Auditor-Controller of Contra Costa County.

Section 21. Effective Date. This resolution shall take effect immediately upon its passage.

* * * * * * * * * *

I hereby certify that the foregoing resolution was duly adopted at a meeting of the Board of Supervisors of Contra Costa County held on the 24th day of February, 2009, by the following vote:

AYES: Gioia, Uilkema, Piepho, Glover and Bonilla

NOES: None

ABSENT: None

Chair, Board of Supervisors

ATTEST:

By Clerk, Board of Supervisors

THE SEAL OF CONTRA COSTA COUNTY CALIFORNIA

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 02/24/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2009/48

RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA, PROVIDING FOR AUTHORIZATION OF ISSUANCE AND SALE OF PITTSBURG UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2006, SERIES B (2009), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $35,000,000

RESOLVED, by the Board of Supervisors (the "Board") of Contra Costa County, California (the "County"), as follows:

WHEREAS, an election was regularly held in the Pittsburg Unified School District (the "District") on November 7, 2006, at which a proposition was submitted to the electors of the District to authorize the District to issue and sell bonds of up to $85,000,000 in aggregate principal amount to build new classrooms at Pittsburg high schools, emphasize science, technology, and vocational rooms, separate ninth and tenth grade classrooms and facilities, upgrade cafeteria and library, renovate restrooms, and upgrade electrical and plumbing systems (collectively, the "Project"), and, as set forth in the Bond project list:

Pittsburg High School

• Build new permanent classrooms, emphasizing science and computer/vocational labs.
• Build new separate classrooms and facilities to better accommodate ninth and tenth grade students.

I hereby certify that this 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:

ATTESTED: February 24, 2009

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Lisa Driscoll, County Finance Director, Brice Bins, Assistant Treasurer, Steve Ybarra, County Auditor-Controller

• Upgrade the high school electrical systems in order to improve student access to computers and technology.
• Replace aging plumbing and renovate restrooms.
• Expand and upgrade vocational and career technology classrooms.
• Renovate support facilities and administrative offices.
• Upgrade heating and ventilating systems.
• Buy new classroom desks, chairs and tables.
• Build a new library and cafeteria.

Riverside High School
• Create new classrooms, including science and technology/vocational labs.
• Improve heating, ventilating, plumbing, and electrical systems.

Other Projects
• Construct classrooms and support facilities necessary to meet expanding student population.
• Remove hazardous materials, e.g., asbestos, lead, etc., where necessary.
• Provide other improvements to comply with access requirements of the Americans with Disabilities Act.
• Furnish and equip newly constructed and renovated classrooms and facilities.
• Perform site work (including demolition) as necessary in connection with new construction or installation or removal of relocatable classrooms.
• Rent or construct temporary classrooms (including relocatables) as needed to house students displaced during construction.

WHEREAS, at least 55% of the votes cast on said proposition were in favor of issuing said bonds, payable from the levy of an ad valorem tax against the taxable property in the District (the "Bonds");

WHEREAS, the Board has previously received a resolution of the Governing Board of the District requesting the issuance of an initial series of Bonds in the aggregate principal amount of not to exceed $15,000,000 to be entitled Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2006, Series A (the "Series A Bonds"), for the purpose of raising funds needed to finance a portion of the Project and other authorized costs, and the Board has issued the Series A Bonds;

WHEREAS, the Board has received a resolution of the Governing Board of the District requesting the issuance of the second series of Bonds in the aggregate principal amount of not to exceed $35,000,000 to be entitled Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2006, Series B (2009) (the "Series B Bonds"), for the purpose of raising funds needed to finance a portion of the Project and other authorized costs; and

WHEREAS, in its resolution, the District found and informed this Board that all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Series B Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Contra Costa County, State of California, as follows:

Section 1. Purpose of Series B Bonds. That for the purpose of raising money for real property acquisition or improvements, namely: (a) for the purpose of raising funds needed for the Project, and (b) to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Series B Bonds.

Section 2. Sale of the Series B Bonds; Approval of Bond Purchase Agreement. The form of bond purchase agreement by and among the County, the District and to such underwriter as shall be selected by the District (the "Underwriter"), substantially in the form attached hereto as Exhibit A (the "Bond Purchase Agreement"), is hereby approved and the Treasurer-Tax Collector of the County (the "Treasurer-Tax Collector"), or a designated deputy thereof, or the Chairman of the Board or such Chairman's designee is hereby authorized to execute and deliver the Bond Purchase Agreement, and the Superintendent of the District or the Assistant Superintendent, Business Services of the District, or the designee thereof, is hereby authorized and requested to acknowledge the execution of such Bond Purchase Agreement, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the Treasurer-Tax Collector, or designated deputy thereof, or the Chairman of the Board or such Chairman's designee may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Series B Bonds shall not exceed the maximum rate permitted by law and the Underwriter's compensation shall not exceed 1.25% of the par amount of the Series B Bonds. The Treasurer-Tax Collector, any designated deputy thereof, or the Chairman of the Board is further authorized to determine the principal amount of the Series B Bonds to be specified in the Bond Purchase Agreement for sale by the Board of not to exceed $35,000,000 for the purpose of raising funds for the Project and other authorized costs and to enter into and execute the Bond Purchase Agreement with the Underwriter, if the conditions set forth in this Resolution are satisfied.

Section 3. Series B Bond Terms. The Series B Bonds shall be issued as fully registered Bonds, without coupons, in the denominations of $5,000 each or any integral multiple thereof, and shall be dated as of their date of delivery.

The Series B Bonds shall bear interest from the date of the Series B Bonds to maturity of each of the Series B Bonds at a rate or rates not in excess of eight percent (8%) per annum. Interest shall be payable on February 1 and August 1 of each year (the "Interest Payment Dates"), based on a 360-day year composed of 12 months of 30 days commencing February 1, 2010, until the principal amount has been paid or provided for. Each Series B Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before January 15, 2010, in which event it shall bear interest from its date of delivery.

The Series B Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) on August 1 of the years and in the amounts as shall be determined at the time of sale of the Series B Bonds to the Underwriter.

Section 4. Redemption of Series B Bonds.

(a) *Optional Redemption*. The Series B Bonds maturing on or before August 1, 2018, shall not be subject to redemption prior to their respective stated maturities. The Series B Bonds maturing on or after August 1, 2019, shall be subject to redemption prior to maturity, at the option of the District, from any available source of funds, on any date on or after August 1, 2018, at a redemption price equal to the principal amount thereof together with accrued interest thereon to the date fixed for redemption, without a premium.

(b) *Mandatory Sinking Fund Redemption*. In the event and to the extent specified in the the Bond Purchase Agreement at the time of sale of the Series B Bonds to the Underwriter, any maturity of Series B Bonds shall be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption on August 1 in each of the years set forth in the Bond Purchase Agreement, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 4, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a pro rata basis in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the District with the County and the Paying Agent (as defined in Section 8 hereof).

(c) *Selection of Bonds for Redemption*. If less than all of the Series B Bonds shall be called for redemption, the particular Series B Bonds or portions thereof to be redeemed shall be called in such order as shall be directed by the District and, in lieu of such direction, in inverse order of their maturity. Within a maturity, the Paying Agent shall select the Series B Bonds for redemption by lot; provided, however, that the portion of any Series B Bond to be redeemed shall be in the principal amount of five thousand dollars ($5,000) or some integral multiple thereof and that, in selecting Series B Bonds for redemption, the Paying Agent shall treat each Series B Bond as representing that number of Series B Bonds which is obtained by dividing the principal amount of such Series B Bond by five thousand dollars ($5,000).

(d) *Notice of Redemption*. The Paying Agent shall give notice of the redemption of the Series B Bonds at the expense of the District. Such notice shall specify: (a) that the Series B Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Series B Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Series B Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Series B Bond to be redeemed, the portion of the principal amount of such Series B Bond to be redeemed, together with interest accrued to said date, and redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Series B Bonds, or if the registered owner is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices, and by first class mail, postage prepaid, to the District and County and the respective owners of any registered Series B Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least thirty (30) days, but not more than sixty (60) days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Series B Bonds.

(e) *Partial Redemption of Bonds*. Upon the surrender of any Series B Bond redeemed in part only, the Paying Agent shall execute and deliver to the registered owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Series B Bonds surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such registered owner, the County, the Paying Agent and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(f) *Effect of Redemption*. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside with the County for such purpose, the Series B Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Series B Bonds to be redeemed as provided in this Section 4,

together with interest to such redemption date, shall be held by the Treasurer-Tax Collector so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Series B Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Treasurer-Tax Collector for the redemption of Series B Bonds shall be held in trust for the account of the registered owners of the Series B Bonds so to be redeemed.

All Series B Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 4 shall be canceled upon surrender thereof and be delivered to or upon the order of the County and the District. All or any portion of a Series B Bond purchased by the County or the District shall be canceled by the Paying Agent.

Series B Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Treasurer-Tax Collector irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, all as provided in this resolution, then such Series B Bonds shall no longer be deemed outstanding and shall be surrendered to the Paying Agent for cancellation.

Section 5. Execution of Bonds. The Series B Bonds shall be signed by the manual or facsimile signatures of the Chair of the Board of Supervisors, the Clerk of the Board and the Treasurer-Tax Collector, and the seal of the County shall be reproduced thereon. No Series B Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this resolution unless and until the certificate of authentication printed on the Series B Bond is signed by the Paying Agent as authenticating agent, that the Series B Bond as authenticated has been duly issued, signed and delivered under this resolution and is entitled to the security and benefit of this resolution.

Section 6. Appointment of Paying Agent. The Board hereby appoints The Bank of New York Mellon Trust Company, N.A., San Francisco, California, to act as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Series B Bonds. All fees and expenses incurred for services of the Paying Agent shall be the sole responsibility of the District.

(a) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this resolution by giving at least 60 days' written notice to the District and the Treasurer-Tax Collector. The Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Treasurer-Tax Collector and signed by the District. A successor Paying Agent shall be appointed by the District with the written consent of the Treasurer-Tax Collector, which consent shall not be unreasonably withheld, and shall be a bank or trust company organized under the laws of the state or any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least $50,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District and the Treasurer-Tax Collector, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or, if there is no successor, to the Treasurer-Tax Collector. In the event that for any reason there shall be a vacancy in the office of the Paying Agent, the Treasurer-Tax Collector shall act as the Paying Agent. The County shall promptly cause to be published at District expense in an Authorized Newspaper the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent.

Section 7. Payment of Principal and Interest. The principal of and interest on the Series B Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Paying Agent. Principal shall be payable when due upon presentation and surrender of the Series B Bonds at the principal corporate trust office of the Paying Agent. Interest on a Series B Bond shall be paid on each Interest Payment Date by check or draft mailed by first class mail to the person in whose name the Series B Bond was registered, and to that person's address appearing on the Bond Register (as defined in Section 8 below) at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (a "Record Date").

Section 8. Bond Registration and Transfer. If the book entry system is no longer in effect as provided in Section 10, the District shall cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Series B Bonds as provided in this Section 8 (the "Bond Register"). while such book entry system is in effect, such books need not be kept, as the Series B Bonds will be represented by one Bond for each maturity registered in the name of Cede & Co., as nominee for DTC.

Subject to the provisions of Section 7 above, the person in whose name a Series B Bond is registered on the Bond Register shall be regarded as the absolute owner of that Series B Bond for all purposes of this resolution. Payment of or on account of the principal of and interest on any Series B Bond shall be made only to or upon the order of that person; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 8. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Series B Bonds, including interest, to the extent of the amount or amounts so paid.

Any Series B Bond may be exchanged for Series B Bonds of a like maturity in any authorized denomination, upon presentation and surrender at the office of the Paying Agent designated for such purpose, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Any Bond may, in accordance with its terms, but only if the District determines to no longer maintain the book entry only status of the Series B Bonds or if DTC determines to discontinue providing such services and no successor securities depository is named or DTC requests the District to deliver Bond certificates to particular DTC Participants, be transferred, upon the books required to be kept pursuant to the provisions of this Section 8, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

Neither the District, the County nor the Paying Agent will be required: (a) to issue or transfer any Series B Bonds during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of Series B Bonds to be redeemed and ending with the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given, or (b) to transfer any Series B Bonds which have been selected or called for redemption in whole or in part.

Section 9. Form of Bond. The Series B Bonds shall be in substantially the form set forth in Exhibit B attached hereto and incorporated herein, allowing those officials executing the Series B Bonds to make the insertions and deletions necessary to conform the Series B Bonds to this resolution and the provisions of the Bond Purchase Agreement at the time of sale of the Series B Bonds to the Underwriter.

Section 10. Book-Entry System. Except as provided below, the owner of all of the Series B Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Series B Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Series B Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B Bonds maturing on such date. The County, the Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series B Bonds registered in its name for all purposes of this resolution, and neither the County, the Paying Agent nor the District shall be affected by any notice to the contrary. The County, the Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the Series B Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant by DTC or any Participant of any amount in respect of the principal or interest with respect to the Series B Bonds. The County and the District shall cause to be paid all principal and interest with respect to the Series B Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series B Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series B Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series B Bonds and delivers a written certificate to DTC and the County to that effect, DTC shall notify the Participants of the availability through DTC of Series B Bonds. In such event, the County shall issue, transfer and exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series B Bonds at any time by giving notice to the District and the County and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the County shall be obligated to deliver Series B Bonds as described in this resolution. Whenever DTC requests the District and the County to do so, the District and the County will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series B Bonds evidencing the Series B Bonds to any DTC Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series B Bonds.

Section 11. Establishment of Funds and Accounts; Delivery of Series B Bonds; Disposition of Proceeds of the Series B Bonds.

(a) *Establishment of Funds and Accounts*.

(i) **Building Fund**. A fund, to be known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2006, Series B (2009), Building Fund" (the "Building Fund"), is hereby created and established within the County Treasury, which fund shall be accounted for separate and distinct from all other District and County funds. Moneys deposited therein shall be used solely for the purpose for which the Series B Bonds are being issued and shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property. The interest earned on the moneys deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. Moneys held in the Building Fund shall be invested by the County in any one or more investments generally permitted to school districts under the laws of the State of California, consistent

with the investment policy of the County and this resolution (the "Building Fund Permitted Investments"). The Building Fund Permitted Investments shall specifically include: (A) the County Pooled Investment Fund and (B) at the request of the District, (1) the Local Agency Investment Fund maintained by the Treasurer of the State of California; (2) other investments permitted under section 53601 of the California Government Code; and (3) investment agreements with financial institutions with senior unsecured credit ratings in one of the two highest rating categories (without regard to any refinement or gradation of such rating category by a plus or minus or a numeral) from one or more nationally recognized statistical rating organization then rating the Bonds. In regard to any investments requested by the District specified in clauses (B)(1), (B)(2) or (B)(3) above, the County may decline the request of the District upon any reasonable basis, including, specifically, any concerns of the County regarding the legality, structure or appropriateness of the investment vehicle generally or the process proposed for the bidding or the execution of the investment. Consent by the County to a request by the District to use any investments requested by the District specified in clauses (B)(1), (B)(2) or (B)(3) above shall in no way imply any endorsement by the County of such investment and the County assumes no liability for the results of such investment or of the provider thereof.

(ii) **Interest and Sinking Fund**. A fund, to be known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2006, Interest and Sinking Fund" (the "Interest and Sinking Fund"), is hereby created and established within the County Treasury, which fund shall be accounted for separate and distinct from all other District and County funds. Moneys deposited therein shall be used only for payment of principal and interest on the Bonds. Any excess proceeds of the Series B Bonds not needed for the authorized purposes set forth herein for which the Series B Bonds are being issued shall be transferred to the Interest and Sinking Fund and applied to the payment of principal and interest on the Series B Bonds at the direction of the District. If, after payment in full of the Series B Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding the foregoing provisions of this Section 11, any excess proceeds of the Series B Bonds not needed for the authorized purposes set forth herein for which the Series B Bonds are being issued shall be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law, including but not limited to the requirements of federal tax law (if any) relating to the yield at which such proceeds are permitted to be invested. Moneys held in the Interest and Sinking Fund shall be invested by the County in the County Pooled Investment Fund.

(b) *Delivery of Series B Bonds*. The proper officials of the District shall cause the Series B Bonds to be prepared and, following their sale, shall have the Series B Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Series B Bonds, to the original purchaser upon payment of the purchase price in funds which are immediately available to the Paying Agent.

(c) *Disposition of Proceeds of the Series B Bonds*. On the date of delivery of the Series B Bonds (the "Closing Date"), the proceeds of sale of the Series B Bonds shall be paid by the original purchaser to the Treasurer-Tax Collector of the County. The Treasurer-Tax Collector of the County shall deposit such amounts as follows:

(i) An amount equal to the premium, if any, paid by the original purchaser shall be deposited in the Interest and Sinking Fund; and

(ii) The remaining amounts shall be deposited in the Building Fund.

The Underwriter has agreed to pay costs of issuance in an amount up to $130,000. To the extent that costs of issuance result in an amount less than $130,000 but the Underwriter nonetheless elects to pay to the District the difference between $130,000 and the actual amount of costs of issuance, such excess amount shall constitute premium received from the Underwriter and shall be paid to the Treasurer-Tax Collector of the County for deposit in the Interest and Sinking Fund.

(d) *Unclaimed Moneys*. Any money held in any fund or account created pursuant to this resolution, or by the Paying Agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Series B Bonds remaining unclaimed for two years after the principal of all of the Series B Bonds has become due and payable (whether by maturity or upon prior redemption), shall be transferred to the Interest and Sinking Fund for the payment of any outstanding bonds of the District payable from said fund; or, if no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

Section 12. Source of Payment. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and ad valorem tax annually during the period the Series B Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the Series B Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the Series B Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent, as paying agent for the Series B Bonds, as necessary to pay the principal of and interest on the Series B Bonds.

Section 13. Defeasance. The Series B Bonds may be defeased prior to maturity in the following ways:

(a) *Cash*: By irrevocably depositing with a bank or trust company, in escrow, an amount of cash which, together with amounts then on deposit in the Debt Service Fund, is sufficient to pay all Series B Bonds Outstanding, including all Principal and interest and premium, if any; or

(b) *Defeasance Securities*: By irrevocably depositing with a bank or trust company, in escrow, noncallable Defeasance Securities,

permitted under section 149(d) of the Code thereto together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and monies then on deposit in the Debt Service Fund, together with the interest to accrue thereon, be fully sufficient to pay and discharge all Series B Bonds (including all Principal and interest represented thereby and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any Series B Bonds shall not have been surrendered for payments, all obligations of the District and the County with respect to all Outstanding Series B Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section 13, to the Owners of the Series B Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section 13 and Section 14, "Defeasance Securities" shall mean: Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including (in the case of direct and general obligations of the United States of America) evidence of direct ownership or proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying United States Obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying Defeasance Securities; and (c) the underlying Defeasance Securities are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claims of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's if the Bonds are then rated by Standard & Poor's, and "Aaa" by Moody's Investors Service if the Bonds are then rated by Moody's Investors Service.

For purposes of this Section 13 and Section 14, the escrow agent bank and verification agent shall be selected by the District. Any such escrow bank or trust company shall conform to the successor paying agent requirements hereof. All costs for defeasance of the Series B Bonds shall be paid by the District.

Section 14. Partial Defeasance. A portion of the then-Outstanding maturities of the Series B Bonds may be defeased prior to maturity in the following ways:

(a) *Cash*: by irrevocably depositing with a bank or trust company, in escrow, an amount of cash which, together with amounts then on deposit in the Debt Service Fund, is sufficient to pay the designated Outstanding maturities of Series B Bonds, including all Principal and interest and premium, if any; or

(b) *Defeasance Securities*: By irrevocably depositing with a bank or trust company, in escrow, noncallable Defeasance Securities, permitted under section 149(d) of the Code thereto together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, be fully sufficient to pay and discharge all Series B Bonds (including all Principal and interest represented thereby and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such designated maturities of Series B Bonds shall not have been surrendered for payment, all obligations of the District and the County with respect to such Outstanding maturities of Series B Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section 14, to the Owners of the Series B Bonds of such maturities designated for redemption not so surrendered and paid all sums due with respect thereto.

Section 15. Necessary Acts and Conditions. This Board determines that all acts and conditions necessary to be performed by the Board precedent to and in the issuing of the Series B Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Series B Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit of the District are pledged for the timely payment of the principal of and interest on the Series B Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series B Bonds.

Section 16. Approval of Actions. Officers of the Board and County officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Series B Bonds and otherwise carry out, give effect to and comply with the terms and intent of this resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Section 17. Limited Liability. Notwithstanding anything to the contrary contained herein, in the Series B Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Series B Bonds shall be payable solely from the moneys of the District available therefor as set forth in Section 12 hereof.

Section 18. Indemnification of County. The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become

subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the Series B Bonds in accordance herewith and with the District's resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 19. Limited Responsibility for Official Statement. Neither the Board nor any officer of the County has prepared or reviewed the official statement of the District describing the Series B Bonds (the "Official Statement"), and the Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures, as they may relate to funds of the District held by the County Treasurer, the County Treasurer is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary Official Statement, and to certify in writing prior to or upon the issuance of the Series B Bonds that the information contained in such section does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

Section 20. Certified Copy to Auditor-Controller. The Clerk of the Board is hereby directed to provide a certified copy of this resolution to the Auditor-Controller of Contra Costa County.

Section 21. Effective Date. This resolution shall take effect immediately upon its passage.

* * * * * * * * * *

I hereby certify that the foregoing resolution was duly adopted at a meeting of the Board of Supervisors of Contra Costa County held on the 24th day of February, 2009, by the following vote:

AYES:

NOES:

ABSENT:

_____
Chair, Board of Supervisors

ATTEST:

By _____ Clerk, Board of Supervisors

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

[Sale Date]

Board of Supervisors
County of Contra Costa
625 Court Street, Room 103
Martinez, California 94553-1282

Governing Board
Pittsburg Unified School District
2000 Railroad Avenue
Pittsburg, California 94565

Ladies and Gentlemen:

The undersigned (the "Underwriter") offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the Pittsburg Unified School District (the "District") and the County of Contra Costa (the "County"), which, upon your acceptance hereof, will be binding upon the District, the County and the Underwriter. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the District and the County, and delivery of such acceptance to us at or prior to 11:59 P.M., Pacific Standard Time, on the date hereof. Capitalized terms used but not defined herein shall have the meanings set forth in the hereinafter defined County Resolution.

1. *Purchase and Sale of the Bonds*. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the County for reoffering to the public, and the County hereby agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of $ in aggregate principal amount of the District's General Obligation Bonds Election of 2006, Series B (2009) (the "Bonds"). The Underwriter shall purchase the Bonds at a price of $_____ (representing the aggregate initial principal amount of the Bonds of $_____, plus net original issue premium of $_____, less Underwriter's discount of $_____ and less amounts retained by the Underwriter to pay costs of issuance of $_____).

2. *The Bonds*. The Bonds shall be dated their date of delivery. The Bonds shall mature on the dates and in the amounts shown on Exhibit A hereto, and shall bear interest at the rates shown on Exhibit A hereto payable on each February 1 and August 1, commencing February 1, 2010. The Bonds shall be subject to redemption as described in Exhibit A hereto. The Bonds shall otherwise be as described in, and shall be issued and secured pursuant to the provisions of, the Resolution of the Governing Board of the District adopted on January 28, 2009 (the "District Resolution"), the Resolution of the Board of Supervisors of the County adopted on February 24, 2009 (the "County Resolution" and, together with the District Resolution, the "Resolutions"), the Official Statement (defined below), and certain provisions of the California Government Code (the "Act").

The Bonds shall be executed and delivered under and in accordance with the provisions of this Bond Purchase Agreement and the Resolutions. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of The

Depository Trust Company, New York, New York; the Bonds shall initially be in authorized denominations of $5,000 principal or maturity value each, as applicable, or any integral multiple thereof.

3. *Use of Documents*. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Bond Purchase Agreement, an Official Statement, the Continuing Disclosure Certificate (defined herein), the Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District or the County to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement. The District Resolution, Bond Purchase Agreement, Continuing Disclosure Certificate, and Official Statement are collectively referred to as the "Legal Documents."

4. *Public Offering of the Bonds*. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.

5. *Review of Official Statement*. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____ __, 2009 (the "Preliminary Official Statement"). The District represents that it deems the Preliminary Official Statement to be final, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule l5c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means, including electronic mail) not later than the first business day following the date upon which each such request is received.

6. Closing. At 8:00 A.M., California Time, on March 24, 2009, or at such other time or on such other date as shall have been mutually agreed upon by you and us (the "Closing"), you will deliver to us, at the offices of The Depository Trust Company ("DTC") in New York, New York, or at such other place as we may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Quint & Thimmig LLP ("Bond Counsel") in San Francisco, California, the other documents hereinafter mentioned; and we will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to or upon the order of the District.

7. *Representations, Warranties and Agreements of the District*. The District hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization**. The District is a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act.

(b) **Due Authorization**. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Bond Purchase Agreement, to adopt the District Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Bond Purchase Agreement and the Resolutions; (iii) the execution and

delivery or adoption of, and the performance by the District of the obligations contained in, the Bonds and the Legal Documents have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Bond Purchase Agreement constitutes a valid and legally binding obligation of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement.

(c) **Consents**. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) **Internal Revenue Code**. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(e) **No Conflicts**. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Bond Purchase Agreement, the District Resolution and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) **Litigation**. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of revenues or assets of the District pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Resolutions or in any way contesting or affecting the validity or enforceability of the Bonds or the Legal Documents or contesting the powers of the District or its authority with respect to the Bonds or the Legal Documents; or (iii) in which a final adverse decision could (A) materially adversely affect the operations of the District or the consummation of the transactions contemplated by the Legal Documents, (B) declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) **No Other Debt**. Between the date hereof and the Closing, without the prior written consent of the Underwriter, no bonds, notes or other obligations for borrowed money will be issued in the name and on behalf of the District, except for such borrowings as may be described in or contemplated by the Official Statement.

(h) **Arbitrage Certificate**. The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon.

(i) **Certificates**. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(j) **Continuing Disclosure**. At or prior to the Closing, the District shall have duly authorized, executed and delivered a continuing disclosure certificate (the "Continuing Disclosure Certificate"). The Continuing Disclosure Certificate shall comply with the provisions of the Rule and be substantially in the form attached to the Preliminary Official Statement and Official Statement as Appendix C.

(k) **Official Statement Accurate and Complete**. The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement contain and up to and including the Closing will contain no misstatement of any material fact and do not, and up to and including the Closing will not, omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

8. *Representations, Warranties and Agreements of the County*. The County hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization**. The County is a political subdivision duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act.

(b) **Due Authorization**. (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the County has full legal right, power and authority to enter into this Bond Purchase Agreement, to adopt the County Resolution, to issue and deliver the Bonds to the Underwriter on behalf of the District and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Bond Purchase Agreement and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the County of the obligations contained in the Bonds, the County Resolution and this Bond Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Bond Purchase Agreement constitutes a valid and legally binding obligation of the County; and (v) the County has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement.

(c) **Consents**. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the County shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) **No Conflicts**. To the best knowledge of the County, the issuance of the Bonds, the execution, delivery and performance of this Bond Purchase Agreement, the County Resolution and the Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the County a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party or by which it is bound or to which it is subject.

(e) **Litigation**. As of the time of acceptance hereof, based on the advice of County Counsel, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the County, threatened against the County: (i) in any way affecting the existence of the County or in any way challenging the respective powers of the several offices or of the titles of the officials of the County to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, or the levy of any taxes contemplated by the Resolutions, or in any way contesting or affecting the validity or enforceability of the Bonds, this Bond Purchase Agreement or the County Resolution or contesting the powers of the County or its authority with respect to the Bonds, the County Resolution or this Bond Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the County or the consummation of the transactions contemplated by this Bond Purchase Agreement or the Resolutions, (b) declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(f) **No Other Debt**. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the County will not have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(g) **Certificates**. Any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter, but not by the person signing the same, as to the statements made therein.

9. *Covenants of the County and the District*. The County and the District respectively covenant and agree with the Underwriter that:

(a) **Securities Laws**. The County and the District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the County and the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof.

(b) **Application of Proceeds**. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolutions and the final Official Statement.

(c) **Official Statement**. The District hereby agrees to deliver or cause to be delivered (and the County agrees to cooperate with the District in connection with such delivery) to the Underwriter, not later than the seventh (7th) business day following the date this Bond Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter, the County and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter not later than five (5) business days following the date this Bond Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds.

(d) **Subsequent Events**. The County and the District hereby agree to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the

Official Statement relating to the County or the District, respectively, until the date which is ninety (90) days following the Closing.

(e) **References**. References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

(f) **Amendments to Official Statement**. For a period of ninety (90) days after the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Bonds for sale, the District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

10. *Conditions to Closing*. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the County and the District contained herein and the performance by the County and the District of their respective obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) **Representations True**. The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the County and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement.

(b) **Obligations Performed**. At the time of the Closing, (i) the Legal Documents and the Resolutions shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District and the County shall perform or have performed all of its obligations required under the Legal Documents to be performed at or prior to the Closing.

(c) **Adverse Rulings**. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, pending or threatened which has any of the effects describe in Section 7(f) or Section 8(e) hereof or contesting in any way the completeness or accuracy of the Official Statement.

(d) **Marketability**. Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, of the Bonds shall not have been materially adversely affected in the

judgment of the Underwriter (evidenced by a written notice to the County and the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(i) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds; or

(B) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(ii) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;

(iii) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(iv) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(v) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(vi) the withdrawal or downgrading of any rating of the District's outstanding indebtedness by a national rating agency; or

(vii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) **Delivery of Documents**. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(i) Bond Opinion. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, in substantially the form set forth in the Preliminary Official Statement and the Official Statement as Appendix A;

(ii) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in (e)(i) above;

(iii) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel addressed to the Underwriter, in form and substance acceptable to the Underwriter, dated as of the Closing Date, substantially to the following effect:

(A) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS," "SECURITY FOR THE BONDS," "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS," and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Resolutions, the Continuing Disclosure Certificate and California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data, information concerning The Depository Trust Company or related to its book-entry only system, or any information concerning the Insurer or the Policy (as such terms are defined in the Official Statement) contained therein;

(B) assuming due authorization, execution and delivery by all the parties thereto, the Continuing Disclosure Certificate and this Bond Purchase Agreement have each been duly authorized, executed and delivered by the District and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and

(C) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(iv) Certificates. A certificate signed by the appropriate officials of the County and the District to the effect that (A) such officials are authorized to execute this Bond Purchase Agreement, (B) the representations, agreements and warranties of the County and the District herein are true and correct in all material respects as of the date of Closing, (C) the County and the District have complied with all the terms of the Legal Documents and the Resolutions to be complied with by the County and the District prior to or concurrently with the Closing and such documents are in full force and effect, (D) with respect to the District, such District official has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading,

and (E) the Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Agreement substantially conform to the descriptions thereof contained in the Resolutions;

(v) Arbitrage. A nonarbitrage certificate of the District in form satisfactory to Bond Counsel;

(vi) Rating. Evidence satisfactory to the Underwriter that the Bonds shall have been rated "____" by Standard & Poor's and that such rating has not been revoked or downgraded;

(vii) District Resolution. A certificate, together with fully executed copies of the District Resolution, of the Secretary of the District Board of Trustees to the effect that:

(A) such copies are true and correct copies of the District Resolution; and

(B) that the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(viii) County Resolution. A certificate, together with fully executed copies of the County Resolution, of the Clerk of the County Board of Supervisors to the effect that:

(A) such copies are true and correct copies of the County Resolution; and

(B) that the County Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(ix) County Counsel Opinion. An opinion of Counsel to the County in the form attached hereto as Appendix B;

(x) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(xi) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix C thereto; and

(xii) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (A) by the County and the District with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained and of the Official Statement, and (C) the due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the County and the District, respectively.

(f) **Termination**. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on November __, 2008, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 12 hereof.

If the County or the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the County and the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. *Conditions to Obligations of the County and the District*. The performance by the County and the District of their respective obligations is conditioned upon (a) the performance by the Underwriter of its obligations hereunder; and (b) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the County and the District.

12. *Expenses*. To the extent that the transactions contemplated by this Bond Purchase Agreement are consummated, the Underwriter shall pay costs of issuance of the Bonds in an amount not to exceed $_____, including but not limited to the following: (a) the cost of the preparation and reproduction of the Resolutions; (b) the fees and disbursements of Bond Counsel; (c) the cost of the preparation and delivery of the Bonds; (d) the fees, if any, for bond ratings, including all necessary travel expenses; (e) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (f) the bond insurance premium; (g) the fees and expenses of the Financial Advisor; (h) the initial fees of the Paying Agent; and (i) all other fees and expenses incident to the issuance and sale of the Bonds. All costs of issuing the Bonds in excess of $_____ shall be paid by the District.

13. *Notices*. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent, Pittsburg Unified School District, 2000 Railroad Avenue, Pittsburg, California 94565, if to the County, to the Treasurer-Tax Collector, Contra Costa County, 625 Court Street, Room 103, Martinez, California 94553-1282, or if to the Underwriter, to _____, _____, _____, California ____.

14. *Parties in Interest; Survival of Representations and Warranties*. This Bond Purchase Agreement when accepted by the District and the County in writing as heretofore specified shall constitute the entire agreement among the District, the County and the Underwriter. This Bond Purchase Agreement is made solely for the benefit of the District, the County and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District and the County in this Bond Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Bond Purchase Agreement.

15. *Severability*. In the event any provision of this Bond Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. *Nonassignment*. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

17. *Entire Agreement*. This Bond Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

18. *Execution in Counterparts*. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

19. *Applicable Law*. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

_____

By _____
Title _____

The foregoing is hereby agreed to and accepted
as of the date first above written:

PITTSBURG UNIFIED SCHOOL DISTRICT

By _____
Superintendent

COUNTY OF CONTRA COSTA

By _____
Treasurer-Tax Collector

APPENDIX A

$_____
PITTSBURG UNIFIED SCHOOL DISTRICT
(Contra Costa County, California)
GENERAL OBLIGATION BONDS
ELECTION OF 2006, SERIES B (2009)

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price

Optional Redemption:

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20__ may be redeemed prior to their respective stated maturity dates at the option of the District, from any source of funds, on August 1, 20__ or on any date thereafter, as a whole or in part, at a redemption price equal to the principal amount so called for redemption, without premium, together with interest accrued thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption:

The Bonds maturing on August 1, 20__, are subject to mandatory sinking fund redemption in part, by lot, prior to their respective stated maturity dates, at a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date fixed for redemption, without premium, on August 1, in the years and in the amounts specified below:

Redemption Date (August 1)	Sinking Fund Payment

APPENDIX B

$_____
PITTSBURG UNIFIED SCHOOL DISTRICT
(Contra Costa County, California)
GENERAL OBLIGATION BONDS
ELECTION OF 2006, SERIES B (2009)

Ladies and Gentlemen

As counsel to the Board of Supervisors (the "Board") of Contra Costa County, California (the "County"), we have reviewed the Official Statement for the above-described bonds (the "Bonds"), and the Resolution of the Board adopted on February 24, 2009, with respect to the Bonds (the "County Resolution").

Having reviewed these documents, it is my opinion that:

1. The County is a political subdivision duly organized and existing pursuant to the Constitution and the laws of the State of California.

2. The County Resolution was duly adopted at a meeting of the governing body of the County which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout.

3. To our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the County, which would adversely impact the County's ability to complete the transactions described in and contemplated by the Official Statement, to restrain or enjoin the levy or collection of tax revenues pledged for the Bonds or in any way contesting or affecting the validity of the County Resolution or the Bonds or the transactions described in and contemplated by the Official Statement wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the County Resolution, or the Bonds or in which a final adverse decision could materially adversely affect the operations of the County.

4. To our knowledge, the obligations of the County under the Bonds, and the approval of the Official Statement and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the County a breach of or default under any agreement or other instrument to which the County is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the County is subject.

Very truly yours,

County Counsel

EXHIBIT B

FORM OF SERIES B BONDS

PITTSBURG UNIFIED SCHOOL DISTRICT
(Contra Costa County, California)

GENERAL OBLIGATION BONDS
ELECTION OF 2006, SERIES B (2009)

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____% per annum	August 1, ____	_____, 2009	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:_____ DOLLARS

The Pittsburg Unified School District (the "District") in Contra Costa County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year (the "Interest Payment Dates"), commencing February 1, 2010. This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before January 15, 2010, in which event it shall bear interest from the Dated Date specified above. Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond is registered (the "Registered Owner") on the Register maintained by The Bank of New York Mellon Trust Company, N.A., San Francisco, California (the "Paying Agent"). Principal and any redemption premium is payable upon presentation and surrender of this Bond at the designated corporate trust office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Interest Payment Date to the registered owner of this Bond by first-class mail at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date (the "Record Date").

This Bond is one of a series of $35,000,000 of Bonds issued to (a) finance real property acquisition or improvements, namely: to build new classrooms at Pittsburg high schools, emphasize science, technology, and vocational rooms, separate ninth and tenth grade classrooms and facilities, upgrade cafeteria and library, renovate restrooms, and upgrade electrical and plumbing systems, and (b) to pay all necessary legal, financial, engineering and contingent costs in connection therewith. The Board hereby authorizes the issuance of the Series B Bonds, and the requisite fifty-five percent vote of the electors of the District cast at a special election held on November 7, 2006, upon the question of issuing Bonds in the amount of $85,000,000, and pursuant to the resolution of the Governing Board of the District adopted on January 28, 2009 (the "District Resolution") and the resolution of the County Board of Supervisors adopted on February 24, 2009 (the "Bond Resolution"). This Bond and the issue of which this Bond is a

part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of $5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the designated corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

The Series B Bonds maturing on or before August 1, ____, are not be subject to redemption prior to their respective stated maturities. The Series B Bonds maturing on or after August 1, ____, are subject to redemption prior to maturity, at the option of the District, from any available source of funds, on any date on or after August 1, ____, at a redemption price equal to the principal amount thereof together with accrued interest thereon to the date fixed for redemption, without a premium.

[If applicable:] The Bonds maturing on August 1, 20__ (the "Term Bonds") are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the District with the County and the Paying Agent.

Redemption Date August 1	Principal Amount

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof and that, in selecting Bonds for redemption, the Paying Agent shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by $5,000. If less than all of the Bonds shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in the inverse order of their maturities, unless otherwise directed by the District.

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date these shall become due and payable upon each Bond to be

redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, or if the original purchaser is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District, the County and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District, the County nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Pittsburg Unified School District, Contra Costa County, California, has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Chair of the Board of Supervisors of Contra Costa County, the Clerk of said Board of Supervisors and the Treasurer-Tax Collector of Contra Costa County, and has caused the seal of the County to be affixed hereon, all as of the date stated above.

[S E A L]

CONTRA COSTA COUNTY

By _____
Chair of the Board of Supervisors

By _____
Clerk of the Board of Supervisors

By _____
Treasurer-Tax Collector

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to herein.

Date of Authentication:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Paying Agent

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint

_____,

attorney, to transfer the same on the registration books of the Paying Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor.

_____

NOTICE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

PITTSBURG UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 08-34

RESOLUTION OF THE BOARD OF EDUCATION OF THE PITTSBURG UNIFIED SCHOOL DISTRICT REQUESTING THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY TO ISSUE AND SELL GENERAL OBLIGATION BONDS OF THE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF $35,000,000

RESOLVED by the Governing Board (the "Board") of the Pittsburg Unified School District (the "District"), Contra Costa County (the "County"), State of California;

WHEREAS, this Board duly called and an election was regularly held in the District on November 7, 2006, at which a proposition was submitted to the electors of the District to authorize the District to issue and sell bonds of up to $85,000,000 in aggregate principal amount to build new classrooms at Pittsburg high schools, emphasize science, technology, and vocational rooms, separate ninth and tenth grade classrooms and facilities, upgrade cafeteria and library, renovate restrooms, and upgrade electrical and plumbing systems (collectively, the "Project"), and, as set forth in the Bond list:

Pittsburg High School

- Build new permanent classrooms, emphasizing science and computer/vocational labs.
- Build new separate classrooms and facilities to better accommodate ninth and tenth grade students.
- Upgrade the high school electrical systems in order to improve student access to computers and technology.
- Replace aging plumbing and renovate restrooms.
- Expand and upgrade vocational and career technology classrooms.
- Renovate support facilities and administrative offices.
- Upgrade heating and ventilating systems.
- Buy new classroom desks, chairs and tables.
- Build a new library and cafeteria.

Riverside High School

- Create new classrooms, including science and technology/vocational labs.
- Improve heating, ventilating, plumbing, and electrical systems.

Other Projects

- Construct classrooms and support facilities necessary to meet expanding student population.
- Remove hazardous materials, e.g., asbestos, lead, etc., where necessary.
- Provide other improvements to comply with access requirements of the Americans with Disabilities Act.
- Furnish and equip newly constructed and renovated classrooms and facilities.
- Perform site work (including demolition) as necessary in connection with new construction or installation or removal of relocatable classrooms.
- Rent or construct temporary classrooms (including relocatables) as needed to house students displaced during construction.

WHEREAS, at least 55% of the votes cast on said proposition were in favor of issuing said bonds, payable from the levy of an ad valorem tax against the taxable property in the District (the "Bonds");

WHEREAS, the District has previously requested that the Board of Supervisors of Contra Costa County (the "Board of Supervisors") issue, and the Board of Supervisors has issued the $15,000,000 Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2006, Series A, for the purpose of raising money for the Project;

WHEREAS, the District wishes at this time to institute proceedings for the issuance and sale of the second series of Bonds in the aggregate principal amount of not to exceed $35,000,000 for the purpose of raising funds needed to finance a portion of the Project and other authorized costs; and

WHEREAS, Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code (the "Government Code") requires that general obligation bonds of the District shall be offered for sale by the board of supervisors of the county, the county superintendent of which has jurisdiction over the District, as soon as possible following receipt of a resolution adopted by the Board;

NOW, THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED by the Governing Board of the Pittsburg Unified School District, as follows:

Section 1. Request. The Board hereby requests the Board of Supervisors to issue the second series of the Bonds, to be designated the "Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2006, Series B (2009)" (the "Series B Bonds") in the aggregate principal amount of thirty-five million dollars ($35,000,000) for the purpose of raising money for the Project. The Board hereby requests that the County annually set and collect taxes sufficient to repay the Series B Bonds.

Section 2. Series B Bond Terms. The Series B Bonds shall be issued as fully registered Bonds, without coupons, in the denominations of $5,000 each or any integral multiple thereof, and shall be dated as of their date of delivery.

The Series B Bonds shall bear interest from their date of delivery to maturity of each of the Series B Bonds at a rate or rates not in excess of eight percent (8%) per annum. Interest shall be payable on February 1 and August 1 of each year (the "Interest Payment Dates"), commencing February 1, 2010, until the principal amount has been paid or provided for. Each Series B Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before January 15, 2010, in which event it shall bear interest from its date of delivery.

The Series B Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) on August 1 of the years and in the amounts specifically set forth in the Bond Purchase Agreement (as hereinafter defined) at the time of sale of the Series B Bonds to the Underwriter (as hereinafter defined). The term of the Series B Bonds shall not exceed forty (40) years.

Section 3. Sale of the Series B Bonds. The Board hereby requests that the Board of Supervisors offer the Bonds for negotiated sale to such underwriter as shall be selected by the District (the "Underwriter"). The form of bond purchase agreement by and among the County, the District and the Underwriter (the "Bond Purchase Agreement"), for the purchase and sale of the Series B Bonds, substantially in the form attached hereto as Exhibit A, is hereby approved and the Superintendent, or the designee thereof, is hereby authorized to execute and deliver the Bond Purchase Agreement for and on behalf of the District, but with such changes therein, deletions therefrom and modifications thereto as the Superintendent, or the designee thereof, may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the maximum interest rate on the Series B Bonds shall not exceed the maximum rate permitted by law and the Underwriter's compensation shall not exceed 1.25% of the par amount of the Series B Bonds. The Superintendent, or the designee thereof, is further authorized to determine the principal amount of the Series B Bonds to be specified in the Bond Purchase Agreement for sale by the Board of Supervisors of not to exceed $35,000,000 and to enter into and execute the Bond Purchase Agreement with the Underwriter, if the conditions set forth in this Resolution are satisfied.

Section 4. Tax Covenants.

(a) *Private Activity Bond Limitation*. The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the private business tests of section 141(b) of the Code (as hereinafter defined) or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition*. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series B Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement*. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series B Bonds.

(d) *No Arbitrage*. The District shall not take, or permit or suffer to be taken any action with respect to the proceeds of the Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series B Bonds would have caused the Series B Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption*. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the registered owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series B Bonds.

For purposes of this Section 4, the term "Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Series B Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Series B Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Section 5. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure certificate

substantially in the form attached hereto as Exhibit C. Notwithstanding any other provision of this resolution or the resolution of the Board of Supervisors authorizing the issuance of the Series B Bonds, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any holder or beneficial owner of the Series B Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

For purposes of this Section 5, the term "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Series B Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. For purposes of this Section 5, the term "Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

Section 6. Official Statement. The Board hereby approves, and hereby deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the preliminary Official Statement describing the Series B Bonds (the "Preliminary Official Statement") in substantially the form submitted by KNN Public Finance, as financial advisor to the District, and on file with the Secretary of the Board. The Superintendent or his designee is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. Distribution of the Preliminary Official Statement in connection with the sale of the Series B Bonds is hereby approved. The Superintendent or his designee is hereby authorized and directed to approve any changes in or additions to a final form of the Preliminary Official Statement and the execution thereof by the Superintendent or his designee shall be conclusive evidence of his approval of any such changes and additions. The Board hereby authorizes the distribution of the final Official Statement by the purchaser of the Series B Bonds (the "Final Official Statement"). The Final Official Statement shall be executed in the name and on behalf of the District by the Superintendent or his designee.

Section 7. Appointment of Paying Agent. The Board hereby approves the selection by the Board of Supervisors The Bank of New York Mellon Trust Company, N.A., San Francisco, California, to act as the authenticating agent, Bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Series B Bonds. All fees and expenses incurred for services of the Paying Agent shall be the sole responsibility of the District.

(a) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this resolution by giving at least 60 days' written notice to the District and to the County Treasurer-Tax Collector. The Paying Agent may be removed at any time by an instrument filed with such Paying Agent and signed by the District and the County Treasurer-Tax Collector. A successor Paying Agent shall be appointed by the District with the written consent of the County Treasurer-Tax Collector, which consent shall not be unreasonably withheld, and shall be a bank or trust company organized under the laws of the state or any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least $50,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District and the County Treasurer-Tax Collect or, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor. The County shall promptly cause to be published at District expense the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent.

Section 8. Redemption of Series B Bonds.

(a) *Optional Redemption*. The Series B Bonds maturing on or before August 1, 2018, shall not be subject to redemption prior to their respective stated maturities. The Series B Bonds maturing on or after August 1, 2019, shall be subject to redemption prior to maturity, at the option of the District, from any available source of funds, on any date on or after August 1, 2018, at a redemption price equal to the principal amount thereof together with accrued interest thereon to the date fixed for redemption, without a premium.

(b) *Mandatory Sinking Fund Redemption*. In the event and to the extent specified in the in the Bond Purchase Agreement at the time of sale of the Series B Bonds to the Underwriter, any maturity of Series B Bonds shall be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption on August 1 in each of the years set forth in the Bond Purchase Agreement, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 8, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a pro rata basis in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the District with the County and the Paying Agent.

Section 9. Requirements of Section 15146 of the California Education Code. As required by section 15146 of the California Education Code (AB 1482, 2006), the Board hereby states and certifies the following information:

(a) *Express Approval of Sale*. The Board hereby approves the negotiated sale of the Series B Bonds.

(b) *Statement of Reasons for Method of Sale Selected*. The Board has determined to sell the Series B Bonds on a negotiated basis for the following reasons: (i) the credit markets are still unstable and the District is concerned that no bids will be received if the Series B Bonds are sold by competitive sale, and (ii) a negotiated sale allows the Underwriter to pre-market the issue and assure that investors will be available to purchase the Series B Bonds.

(c) *Disclosure of Consultants*. The bond counsel to the District in connection with the issuance of the Series B Bonds will be Quint & Thimmig LLP, San Francisco, California. The financial advisor to the District in connection with the issuance of the Series B Bonds will be KNN Public Finance, Oakland, California. The Underwriter has not yet been identified.

(d) *Costs Associated with the Sale of the Series B Bonds*. Estimates of the costs associated with the issuance of the Series B Bonds are shown on Exhibit B attached hereto.

Section 10. Official Actions. The Superintendent, the Assistant Superintendent, Business Services, the Governing Board President and any designee of such persons are each authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of

conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful sale and issuance of the Series B Bonds.

Section 11. Indemnification. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the Board of Supervisors providing for the issuance and sale of the Series B Bonds, or related to the proceedings for sale, award, issuance and delivery of the Series B Bonds in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 12. Submission of Request. The Secretary of the Governing Board is hereby directed to file a certified copy of this resolution with the Clerk of the Board of Supervisors, the County Superintendent of Schools and the County Treasurer-Tax Collector.

Section 13. Effect. This resolution shall take effect immediately.

* * * * * * * * * *

PASSED AND ADOPTED this 28th day of January, 2007, at a meeting of the Governing Board by the following vote:

AYES: 5

NOES: ∅

ABSENT: ∅

ATTEST:

Barbara B Wilson

Clerk of the Board

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

[Sale Date]

Board of Supervisors
County of Contra Costa
625 Court Street, Room 103
Martinez, California 94553-1282

Governing Board
Pittsburg Unified School District
2000 Railroad Avenue
Pittsburg, California 94565

Ladies and Gentlemen:

The undersigned (the "Underwriter") offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the Pittsburg Unified School District (the "District") and the County of Contra Costa (the "County"), which, upon your acceptance hereof, will be binding upon the District, the County and the Underwriter. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the District and the County, and delivery of such acceptance to us at or prior to 11:59 P.M., Pacific Standard Time, on the date hereof. Capitalized terms used but not defined herein shall have the meanings set forth in the hereinafter defined County Resolution.

1. *Purchase and Sale of the Bonds.* Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the County for reoffering to the public, and the County hereby agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of $ in aggregate principal amount of the District's General Obligation Bonds Election of 2006, Series B (2009) (the "Bonds"). The Underwriter shall purchase the Bonds at a price of $_____ (representing the aggregate initial principal amount of the Bonds of $_____, plus net original issue premium of $_____, less Underwriter's discount of $_____ and less amounts retained by the Underwriter to pay costs of issuance of $_____).

2. *The Bonds.* The Bonds shall be dated their date of delivery. The Bonds shall mature on the dates and in the amounts shown on Exhibit A hereto, and shall bear interest at the rates shown on Exhibit A hereto payable on each February 1 and August 1, commencing February 1, 2010. The Bonds shall be subject to redemption as described in Exhibit A hereto. The Bonds shall otherwise be as described in, and shall be issued and secured pursuant to the provisions of, the Resolution of the Governing Board of the District adopted on January 28, 2009 (the "District Resolution"), the Resolution of the Board of Supervisors of the County adopted on February 24, 2009 (the "County Resolution" and, together with the District Resolution, the "Resolutions"), the Official Statement (defined below), and certain provisions of the California Government Code (the "Act").

The Bonds shall be executed and delivered under and in accordance with the provisions of this Bond Purchase Agreement and the Resolutions. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York; the Bonds shall initially be in authorized denominations of $5,000 principal or maturity value each, as applicable, or any integral multiple thereof.

3. *Use of Documents.* The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Bond Purchase Agreement, an Official Statement, the Continuing Disclosure Certificate (defined herein), the Resolutions and all information contained

herein and therein and all of the documents, certificates or statements furnished by the District or the County to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement. The District Resolution, Bond Purchase Agreement, Continuing Disclosure Certificate, and Official Statement are collectively referred to as the "Legal Documents."

4. *Public Offering of the Bonds.* The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.

5. *Review of Official Statement.* The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____ __, 2009 (the "Preliminary Official Statement"). The District represents that it deems the Preliminary Official Statement to be final, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means, including electronic mail) not later than the first business day following the date upon which each such request is received.

6. Closing. At 8:00 A.M., California Time, on March 24, 2009, or at such other time or on such other date as shall have been mutually agreed upon by you and us (the "Closing"), you will deliver to us, at the offices of The Depository Trust Company ("DTC") in New York, New York, or at such other place as we may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Quint & Thimmig LLP ("Bond Counsel") in San Francisco, California, the other documents hereinafter mentioned; and we will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to or upon the order of the District.

7. *Representations, Warranties and Agreements of the District.* The District hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization.** The District is a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act.

(b) **Due Authorization.** (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Bond Purchase Agreement, to adopt the District Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Bond Purchase Agreement and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in, the Bonds and the Legal Documents have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Bond Purchase Agreement constitutes a valid and legally binding obligation of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement.

(c) **Consents.** No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be

necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) **Internal Revenue Code**. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(e) **No Conflicts**. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Bond Purchase Agreement, the District Resolution and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) **Litigation**. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of revenues or assets of the District pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Resolutions or in any way contesting or affecting the validity or enforceability of the Bonds or the Legal Documents or contesting the powers of the District or its authority with respect to the Bonds or the Legal Documents; or (iii) in which a final adverse decision could (A) materially adversely affect the operations of the District or the consummation of the transactions contemplated by the Legal Documents, (B) declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) **No Other Debt**. Between the date hereof and the Closing, without the prior written consent of the Underwriter, no bonds, notes or other obligations for borrowed money will be issued in the name and on behalf of the District, except for such borrowings as may be described in or contemplated by the Official Statement.

(h) **Arbitrage Certificate**. The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon.

(i) **Certificates**. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(j) **Continuing Disclosure**. At or prior to the Closing, the District shall have duly authorized, executed and delivered a continuing disclosure certificate (the "Continuing Disclosure Certificate"). The Continuing Disclosure Certificate shall comply with the provisions of the Rule and be substantially in the form attached to the Preliminary Official Statement and Official Statement as Appendix C.

(k) **Official Statement Accurate and Complete**. The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement contain and up to and including the Closing will contain no misstatement of any material fact and do not, and up to and including the Closing will not, omit

any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

8. *Representations, Warranties and Agreements of the County*. The County hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization**. The County is a political subdivision duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act.

(b) **Due Authorization**. (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the County has full legal right, power and authority to enter into this Bond Purchase Agreement, to adopt the County Resolution, to issue and deliver the Bonds to the Underwriter on behalf of the District and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Bond Purchase Agreement and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the County of the obligations contained in the Bonds, the County Resolution and this Bond Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Bond Purchase Agreement constitutes a valid and legally binding obligation of the County; and (v) the County has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement.

(c) **Consents**. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the County shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) **No Conflicts**. To the best knowledge of the County, the issuance of the Bonds, the execution, delivery and performance of this Bond Purchase Agreement, the County Resolution and the Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the County a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party or by which it is bound or to which it is subject.

(e) **Litigation**. As of the time of acceptance hereof, based on the advice of County Counsel, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the County, threatened against the County: (i) in any way affecting the existence of the County or in any way challenging the respective powers of the several offices or of the titles of the officials of the County to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, or the levy of any taxes contemplated by the Resolutions, or in any way contesting or affecting the validity or enforceability of the Bonds, this Bond Purchase Agreement or the County Resolution or contesting the powers of the County or its authority with respect to the Bonds, the County Resolution or this Bond Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the County or the consummation of the transactions contemplated by this Bond Purchase Agreement or the Resolutions, (b) declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(f) **No Other Debt**. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the County will not have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(g) **Certificates**. Any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter, but not by the person signing the same, as to the statements made therein.

9. *Covenants of the County and the District*. The County and the District respectively covenant and agree with the Underwriter that:

(a) **Securities Laws**. The County and the District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the County and the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof.

(b) **Application of Proceeds**. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolutions and the final Official Statement.

(c) **Official Statement**. The District hereby agrees to deliver or cause to be delivered (and the County agrees to cooperate with the District in connection with such delivery) to the Underwriter, not later than the seventh (7th) business day following the date this Bond Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter, the County and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter not later than five (5) business days following the date this Bond Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds.

(d) **Subsequent Events**. The County and the District hereby agree to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the County or the District, respectively, until the date which is ninety (90) days following the Closing.

(e) **References**. References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

(f) **Amendments to Official Statement**. For a period of ninety (90) days after the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Bonds for sale, the District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

10. *Conditions to Closing*. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the County and the District contained herein and the performance by the County and the District of their respective obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) **Representations True**. The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the County and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement.

(b) **Obligations Performed**. At the time of the Closing, (i) the Legal Documents and the Resolutions shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District and the County shall perform or have performed all of its obligations required under the Legal Documents to be performed at or prior to the Closing.

(c) **Adverse Rulings**. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, pending or threatened which has any of the effects describe in Section 7(f) or Section 8(e) hereof or contesting in any way the completeness or accuracy of the Official Statement.

(d) **Marketability**. Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, of the Bonds shall not have been materially adversely affected in the judgment of the Underwriter (evidenced by a written notice to the County and the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(i) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds; or

(B) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(ii) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;

(iii) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(iv) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(v) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(vi) the withdrawal or downgrading of any rating of the District's outstanding indebtedness by a national rating agency; or

(vii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) **Delivery of Documents**. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(i) Bond Opinion. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, in substantially the form set forth in the Preliminary Official Statement and the Official Statement as Appendix A;

(ii) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in (e)(i) above;

(iii) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel addressed to the Underwriter, in form and substance acceptable to the Underwriter, dated as of the Closing Date, substantially to the following effect:

(A) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS," "SECURITY FOR THE BONDS," "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS," and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Resolutions, the Continuing Disclosure Certificate and California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data, information concerning The Depository Trust Company or related to its book-entry only system, or any information concerning the Insurer or the Policy (as such terms are defined in the Official Statement) contained therein;

(B) assuming due authorization, execution and delivery by all the parties thereto, the Continuing Disclosure Certificate and this Bond Purchase Agreement have each been duly authorized, executed and delivered by the District and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and

(C) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(iv) Certificates. A certificate signed by the appropriate officials of the County and the District to the effect that (A) such officials are authorized to execute this Bond Purchase Agreement, (B) the representations, agreements and warranties of the County and the District herein are true and correct in all material respects as of the date of Closing, (C) the County and the District have complied with all the terms of the Legal Documents and the Resolutions to be complied with by the County and the District prior to or concurrently with the Closing and such documents are in full force and effect, (D) with respect to the District, such District official has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (E) the Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Agreement substantially conform to the descriptions thereof contained in the Resolutions;

(v) Arbitrage. A nonarbitrage certificate of the District in form satisfactory to Bond Counsel;

(vi) Rating. Evidence satisfactory to the Underwriter that the Bonds shall have been rated "____" by Standard & Poor's and that such rating has not been revoked or downgraded;

(vii) District Resolution. A certificate, together with fully executed copies of the District Resolution, of the Secretary of the District Board of Trustees to the effect that:

(A) such copies are true and correct copies of the District Resolution; and

(B) that the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(viii) County Resolution. A certificate, together with fully executed copies of the County Resolution, of the Clerk of the County Board of Supervisors to the effect that:

(A) such copies are true and correct copies of the County Resolution; and

(B) that the County Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(ix) County Counsel Opinion. An opinion of Counsel to the County in the form attached hereto as Appendix B;

(x) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(xi) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix C thereto; and

(xii) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (A) by the County and the District with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained and of the Official Statement, and (C) the due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the County and the District, respectively.

(f) **Termination**. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on November __, 2008, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 12 hereof.

If the County or the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the County and the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. *Conditions to Obligations of the County and the District*. The performance by the County and the District of their respective obligations is conditioned upon (a) the performance by the Underwriter of its obligations hereunder; and (b) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the County and the District.

12. *Expenses*. To the extent that the transactions contemplated by this Bond Purchase Agreement are consummated, the Underwriter shall pay costs of issuance of the Bonds in an amount not to exceed $_____, including but not limited to the following: (a) the cost of the preparation and reproduction of the Resolutions; (b) the fees and disbursements of Bond Counsel; (c) the cost of the preparation and delivery of the Bonds; (d) the fees, if any, for bond ratings, including all necessary travel expenses; (e) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (f) the bond insurance premium; (g) the fees and expenses of the Financial Advisor; (h) the initial fees of the Paying Agent; and (i) all other fees and expenses incident to the issuance and sale of the Bonds. All costs of issuing the Bonds in excess of $_____ shall be paid by the District.

13. *Notices*. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent, Pittsburg Unified School District, 2000 Railroad Avenue, Pittsburg, California 94565, if to the County, to the Treasurer-Tax Collector, Contra Costa County, 625 Court Street, Room 103, Martinez, California 94553-1282, or if to the Underwriter, to _____, _____, _____, California ____.

14. *Parties in Interest; Survival of Representations and Warranties*. This Bond Purchase Agreement when accepted by the District and the County in writing as heretofore specified shall constitute the entire agreement among the District, the County and the Underwriter. This Bond Purchase Agreement is made solely for the benefit of the District, the County and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights

hereunder or by virtue hereof. All representations, warranties and agreements of the District and the County in this Bond Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Bond Purchase Agreement.

15. *Severability*. In the event any provision of this Bond Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. *Nonassignment*. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

17. *Entire Agreement*. This Bond Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

18. *Execution in Counterparts*. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

19. *Applicable Law*. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

_____

By _____
Title _____

The foregoing is hereby agreed to and accepted as of the date first above written:

PITTSBURG UNIFIED SCHOOL DISTRICT

By _____
Superintendent

COUNTY OF CONTRA COSTA

By _____
Treasurer-Tax Collector

APPENDIX A

$_____
PITTSBURG UNIFIED SCHOOL DISTRICT
(Contra Costa County, California)
GENERAL OBLIGATION BONDS
ELECTION OF 2006, SERIES B (2009)

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price

Optional Redemption:

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20__ may be redeemed prior to their respective stated maturity dates at the option of the District, from any source of funds, on August 1, 20__ or on any date thereafter, as a whole or in part, at a redemption price equal to the principal amount so called for redemption, without premium, together with interest accrued thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption:

The Bonds maturing on August 1, 20__, are subject to mandatory sinking fund redemption in part, by lot, prior to their respective stated maturity dates, at a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date fixed for redemption, without premium, on August 1, in the years and in the amounts specified below:

Redemption Date (August 1)	Sinking Fund Payment

APPENDIX B

$_____
PITTSBURG UNIFIED SCHOOL DISTRICT
(Contra Costa County, California)
GENERAL OBLIGATION BONDS
ELECTION OF 2006, SERIES B (2009)

Ladies and Gentlemen

As counsel to the Board of Supervisors (the "Board") of Contra Costa County, California (the "County"), we have reviewed the Official Statement for the above-described bonds (the "Bonds"), and the Resolution of the Board adopted on February 24, 2009, with respect to the Bonds (the "County Resolution").

Having reviewed these documents, it is my opinion that:

1. The County is a political subdivision duly organized and existing pursuant to the Constitution and the laws of the State of California.

2. The County Resolution was duly adopted at a meeting of the governing body of the County which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout.

3. To our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the County, which would adversely impact the County's ability to complete the transactions described in and contemplated by the Official Statement, to restrain or enjoin the levy or collection of tax revenues pledged for the Bonds or in any way contesting or affecting the validity of the County Resolution or the Bonds or the transactions described in and contemplated by the Official Statement wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the County Resolution, or the Bonds or in which a final adverse decision could materially adversely affect the operations of the County.

4. To our knowledge, the obligations of the County under the Bonds, and the approval of the Official Statement and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the County a breach of or default under any agreement or other instrument to which the County is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the County is subject.

Very truly yours,

County Counsel

EXHIBIT B

ESTIMATES OF THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE SERIES B BONDS

Pittsburg Unified School District

$35,000,000

General Obligation Bonds, Election of 2006, Series B (2009)

ESTIMATED Costs of Issuance Breakdown

Service	Provider	Series B	Notes
Underwriter		$420,000	Estimate using $12 per bond
Bond Insurance		$280,000	Estimate using 40 bps of D.S.
TOTAL to be paid at closing directly by Underwriter		**$700,000**	
Financial Advisor	KNN Public Finance	$70,000	Per contract
Reimburseable Expenses	KNN Public Finance	$3,000	Not to exceed
Bond Counsel	Quint & Thimmig	$32,500	Per contract
Official Notice	The Bond Buyer	$1,500	Estimate
Rating Agency	Moody's	$16,550	Per 2008 Fee Schedule
Electronic Posting of POS	I-Deal Prospectus	$1,500	Estimate
Printing & Mailing OS	TBD	$3,000	Estimate
Paying Agent Fees	Bank of New York Mellon Trust	$2,000	Estimate
COI Administration	Bank of New York Mellon Trust	$500	Estimate
Misc./ Rounding	Bond Debt Service Fund	$4,450	To be returned to DS Fund after all costs have been paid
TOTAL to be paid at closing from COI account funded by Underwriter		**$135,000**	
Total Estimated Costs of Issuance		**$835,000**	

EXHIBIT B

EXHIBIT C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the PITTSBURG UNIFIED SCHOOL DISTRICT (the "District") in connection with the issuance by the Board of Supervisors of Contra Costa County (the "Board") in the name of the District of $35,000,000 Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2006, Series B (2009) (the "Series B Bonds"). The Series B Bonds are being issued pursuant to a resolution adopted by the Governing Board of the District on January 28, 2009, and a resolution adopted by the Board on February 24, 2009 (collectively, the "Resolution"). The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Series B Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Dissemination Agent" shall mean the District, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule.

"Participating Underwriter" shall mean any of the original underwriters of the Series B Bonds required to comply with the Rule in connection with offering of the Series B Bonds.

"Repository" shall mean each National Repository and each State Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Repository" shall mean any public or private repository or entity designated by the State of California as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

Section 3. Provision of Annual Reports.

(a) The District shall, or upon written direction shall cause the Dissemination Agent to, not later than nine months after the end of the District's fiscal year (which date would be March 31), commencing with the report for the 2008-2009 fiscal year, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) Business Days prior to said date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial

statements of the District may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if not available by that date. If the District's fiscal year changes, it shall give notice of such change to the Municipal Securities Rulemaking Board and each State Repository. The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

(b) If the District is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the District shall send a notice to the Municipal Securities Rulemaking Board and each State Repository in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any; and

(ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited Financial Statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or prior to the annual filing deadline for Annual Reports provided for in Section 3 above, financial information and operating data with respect to the District for preceding fiscal year, substantially similar to that provided in the corresponding tables and charts in the official statement for the Series B Bonds:

(i) The District's approved budget for the then current fiscal year;

(ii) Assessed value of taxable property in the District as shown on the recent equalized assessment role; and

(iii) Property tax levies, collections and delinquencies for the District, for the most recent completed fiscal year.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the District shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series B Bonds, if material:

(i) Principal and interest payment delinquencies.
(ii) Non-payment related defaults.
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.
(v) Substitution of credit or liquidity providers, or their failure to perform.
(vi) Adverse tax opinions or events affecting the tax-exempt status of the security.
(vii) Modifications to rights of security holders.
(viii) Contingent or unscheduled bond calls.
(ix) Defeasances.
(x) Release, substitution, or sale of property securing repayment of the securities.
(xi) Rating changes.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable Federal securities law. The Dissemination Agent shall have no role nor any responsibility for such determination.

(c) If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the District shall promptly file a notice of such occurrence with the Municipal Securities Rulemaking Board and each Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(viii) and (ix) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Series B Bond owners pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior prepayment or payment in full of all of the Series B Bonds.

Section 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the District. Any Dissemination Agent may resign by providing thirty days' written notice to the District.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a) or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Series B Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Series B Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Series B Bonds in the manner provided in the Resolution for amendments to the Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Series B Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to the Municipal Securities Rulemaking Board and each Repository.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 9. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any holder or beneficial owner of the Series B Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 10. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the District and shall not be deemed to be acting in any fiduciary capacity for the District, the Bond holders or any other party. The obligations of the District under this Section 10 shall survive resignation or removal of the Dissemination Agent and payment of the Series B Bonds.

Section 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Series B Bonds, and shall create no rights in any other person or entity.

Section 12. Alternative Filing Location. Any filing under this Disclosure Certificate may be made solely by transmitting such filing to (a) the Texas Municipal Advisory Council (the "MAC") as provided at http://www.disclosureusa.org, unless the United States Securities and Exchange Commission has withdrawn the interpretive advice in its letter to the MAC, dated September 7, 2004, or (b) to a "Central Post Office" designated and accepted by the Securities and Exchange Commission.

Date: March 24, 2009

PITTSBURG UNIFIED SCHOOL DISTRICT

By Barbara B Wilson
Superintendent

EXHIBIT A

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD AND EACH STATE REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Pittsburg Unified School District

Name of Issue: $35,000,000 Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2006, Series B (2009)

Date of Issuance: March 24, 2009

NOTICE IS HEREBY GIVEN to [(i) each National Repository or the Municipal Securities Rulemaking Board and (ii) each appropriate State Repository] [the Municipal Securities Rulemaking Board] that the Pittsburg Unified School District (the "Obligor") has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate, dated March 24, 2009. The Obligor anticipates that the Annual Report will be filed by _____.

Dated: 1/29/09

PITTSBURG UNIFIED SCHOOL DISTRICT

By Barbara J Wilson

Title Superintendent

Contra Costa County

To: Board of Supervisors

From: Warren Rupf, Sheriff-Coroner

Date: February 24, 2009

Subject: PURCHASE ORDER - ALLEN PACKAGING "SEAL-A-MEAL" THREE-COMPARTMENT DINING TRAYS

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Allen Packaging Company in the amount of $125,000 to provide three-compartment trays for Seal-a-Meal food to be used at the West County, Martinez and Marsh Creek Detention Facilities.

FISCAL IMPACT:
Fiscal Year 2008/09 Budgeted expenditure. $125,000 County General Fund.

BACKGROUND:
Allen Packaging supplies the packaging equipment and supplies used for the "Seal-A-Meal" food production system at the adult detention facility, wherein we utilize our central production kitchen at West County Detention Facility to produce inmate meals that are then distributed to two homeless shelters, and the Marsh Creek and Martinez Detention Facilities. This central production system has proven to increase our efficiency and substantially reduce our costs for mandated provided meals.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Frank Scudero (925) 335-1529

cc: Liz Arbuckle, Tim Ewell, Win Jamile

Contra Costa County

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: February 24, 2009

Subject: Extension of Emergency Declaration Regarding Homelessness

RECOMMENDATION(S):
CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

FISCAL IMPACT:
None

BACKGROUND:
Government Code Section 8630 required that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 14 days until the local emergency is terminated. In no event is the review to take place more than 21 days after the previous review.

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, it is appropriate for the

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: Dorothy Sansoe
335-1009

cc:

BACKGROUND: (CONT'D)

Board to continue the declaration of a local emergency regarding homelessness.

Contra Costa County

To: Board of Supervisors

From: Federal D. Glover, District V Supervisor

Date: February 24, 2009

Subject: ALLOCATION OF KELLER CANYON MITIGATION FUNDS TO PAY COSTS ASSOCIATED WITH A GRANT WRITING SEMINAR

RECOMMENDATION(S):
ALLOCATE $1,000 in FY 2008/09 Keller Canyon Mitigation funds for administrative support and materials to conduct a Grant Writing Seminar as recommended by Supervisor Federal D. Glover.

FISCAL IMPACT:
No impact on the General Fund. Funding of $1,000 will be allocated from FY 2008/09 Keller Canyon mitigation funds.

BACKGROUND:
Supervisor Glover recommends that a Grant Writing Seminar be offered to Keller Canyon mitigation applicants and other east county agencies to enhance their ability to secure funding through an in-depth education of the grant process, including the revenue building tools necessary to write, budget and implement grants in the most beneficial manner possible at no cost to the organization.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Celicia Nelson, Deputy

Contact: Tonya Smith
(925)427-8138

cc: Robert Calkins, Jim Kennedy, Auditor Controller

Contra Costa County

To:

From: David Twa, Redevelopment Agency Executive Director

Date: February 24, 2009

Subject: Orbisonia Heights (Berrett) Property Acquisition, Bay Point

RECOMMENDATION(S):

A. APPROVE Purchase and Sale Agreement and ACCEPT the Grant Deed from Richard B. Berrett and Geri L. Berrett, for the purchase of 630 S. Broadway Avenue, identified as Assessor's Parcel Number 094-013-002.
B. AUTHORIZE the Redevelopment Director to execute said Purchase and Sale Agreement on behalf of the Redevelopment Agency.
C. APPROVE payment of $390,000 for said property rights and AUTHORIZE the Auditor-Controller to issue a check in said amount payable to Financial Title Insurance Company, 1676 North California Blvd. Suite P117, Walnut Creek, CA 94596, Escrow No. 43143206-510-HM to be forwarded to the Real Property Division for delivery.
D. Direct the Real Property Division to have the above referenced Grant Deed delivered to the Title Company for recording in the Office of the County Recorder.

FISCAL IMPACT:

This activity is funded by the Contra Costa County Redevelopment Agency (100%). No General Fund money was used on this project.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☐ APPROVED AS RECOMMENDED ☑ OTHER

Clerks Notes: Corrected to read 620 South Broadway and North American Titla Company

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: 925-335-7230

cc: Redevelopment, Assessor, Carmen Pina-Sandoval-Real Property, Maureen Toms-Redevelopment

BACKGROUND:

This project is to redevelop approximately 7.6 acres of the Orbisonia Heights subdivision with residential mixed-use, transit-oriented development as described and planned for in the Pittsburg/Bay Point BART Station Specific Plan approved by the Contra Costa County Board of Supervisors. In order to meet the purpose of this portion of the Specific Plan acquisition of the existing residential properties southeast of the State Highway 4/Bailey Road Interchange must occur.

CONSEQUENCE OF NEGATIVE ACTION:

The Agency will not be able to assemble this property with the current properties already acquired within the Specific Plan in the unincorporated community of Bay Point in Contra Costa County.

ATTACHMENTS

Parcel Number: 094-013-002
Project Name: Orbisonia Heights - Redevelopment
Project Number: 4500-6X5489

Grantor: Richard B. & Geri L. Berrett
Address: 620 S. Broadway Avenue
Bay Point, CA 94565

PURCHASE AND SALE AGREEMENT BETWEEN THE *REDEVELOPMENT AGENCY* AND GRANTOR NAMED HEREIN

This Agreement is entered into by and between Contra Costa County Redevelopment Agency, a body corporate and politic existing under the laws of the State of California, (hereinafter "Agency") and Richard B. Berrett and Geri L. Berrett, his wife, as community property (hereinafter "Grantor").

RECITALS

Grantors are the owners of approximately 5,000 square feet of real property, a 2 bedroom, 1.5 bath single family residence with a studio located in the unincorporated community of Bay Point, Contra Costa County, California and described on Exhibit "A" attached hereto and incorporated herein by reference. The real property, including improvements thereon, if any, are collectively referred to herein as the "Property".

AGREEMENT

NOW THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Effective Date.** It is understood that this Agreement is subject to approval by the Agency's Governing Board. This Agreement is effective on the date approved by the Agency's Governing Board ("Effective Date"). This Agreement will be submitted to the Grantors first for approval, and thereafter to the Agency.

2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, Grantors agree to sell and Agency agrees to purchase the Property.

3. **Purchase Price.** The purchase price for the Property shall be **THREE HUNDRED NINETY THOUSAND DOLLARS ($390,000)** ("Purchase Price").

   3.1. All ad valorem real property taxes and any penalties and costs thereon, and all installments of any bond or assessment that constitutes a lien on the Property shall be cleared and paid by Grantors as of the date title shall vest in Agency by the recordation of the deed herein pursuant to Sections 4986, 5082, and 5086 of the Revenue and Taxation Code of the State of California, if unpaid as of the date title vests.

   3.2. The Purchase Price shall be paid to Richard B. & Geri L. Berrett, his wife, as community property (hereinafter "Grantor").

4. **Conditions to Agency's Performance.** The Agency's obligation to perform under this Agreement is subject to the following conditions:

   4.1. Grantors' representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow.

   4.2. Grantors' performance of all obligations under this Agreement.

4.3. The vesting of title to the Property in the Agency by grant deed in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded), and taxes except the following "Approved Exceptions" as outlined in the Preliminary Report dated August 14, 2008, issued by North American Title Company:

A. Covenants, conditions, restrictions and reservations of record, listed as exception – 4.

B. Easements or rights of way of record over said property, listed as exception(s) - None

C. Other approved exceptions – 5.

4.4. North American Title Company is prepared to issue a *CLTA title insurance* policy in the full amount of the purchase price, subject only to the Approved Exceptions ("Title Policy").

If Agency determines that any of these conditions have not been met, Agency shall have the right to terminate this Agreement by delivering written notice to Grantors and, if applicable, the Escrow agent.

5. **Escrow.** By this Agreement, Agency and Grantors establish an escrow ("Escrow") with North American Title Company, 645 San Ramon Valley Blvd., Danville, CA 94526, their Escrow No. 827931-08 ("Title Company"). Grantors hereby authorize Agency to prepare and file escrow instructions with said Title Company, on behalf of Grantors, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens and assessments on the Property conveyed.

5.1. Fees and Title Insurance. The Agency shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the Agency, the premium charged therefor.

5.2 Grantor' Deposit into Escrow. On or before the Close of Escrow Grantors will deliver into Escrow with the Title Company the following documents:

A. A grant deed, in recordable form and properly executed on behalf of Grantors, in a form approved by Agency ("Grant Deed") conveying to Agency the Property in fee simple absolute, subject only to the Approved Exception.

B. Copies of any effective leases, rental agreements or any other agreements, if any, which the Agency has agreed in writing are to remain in effect after Agency takes title.

C. Grantors affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended [26 USCA §1445] ("FIRPTA Affidavit"); and

D. Grantors affidavit as contemplated by the Revenue and Taxation Code § 18662 ("Withholding Affidavit").

5.3. Deposit of Purchase Price into Escrow by Agency. Prior to the Close of Escrow, Agency will deposit the Purchase Price into escrow with the Title Company.

5.4. Close of Escrow. Escrow shall close upon the conveyance of the Property to the Agency ("Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:

A. Record the Grant Deed, marked for return to the Agency care of Carmen Piña-Sandoval, Real Property Agent for the Agency (which shall be deemed delivery to the Agency);

B. Issue the Title Policy, if requested to do so by the Agency;

C. Prorate taxes, assessments, rents and other charges as provided by this Agreement;

D. Disburse to the Grantors the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantors;

E. Prepare and deliver to the Agency and to the Grantors one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantors and the Agency and retain all funds and documents pending receipt of further instructions from the Agency.

6. **Grantor's Representations and Warranties.** Grantors make the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by Agency. Grantors represent and warrant to the Agency that as of the date of this Agreement and as of the Close of Escrow:

6.1 Relocation Benefits: Grantors rights to relocation benefits, if any, (as set forth in California Government Code Section 7260 et seq. and 42 United States Code section 4601 et seq.) have been explained fully and are understood by Grantors. Grantors agree that the payment of compensation set forth herein includes full compensation for any relocation payments to which Grantors may be entitled. Grantors warrant and represent that Grantors do not have, nor shall they claim, any further right to relocation benefits arising out of or connected with the acquisition of the subject Property by the Agency; and Grantors knowingly waive any such right or claim.

6.2 Compensation: Grantors warrant and represent that they have no other right or claim to compensation arising out of or connected with the acquisition of the subject Property by the Agency, or the work to be performed or actions taken as part of the project or pursuant to this Agreement, except as specifically set forth in this Agreement, including but not limited to all claims for compensation for improvements pertaining to realty, all claims for compensation for fixtures, equipment or machinery, attorneys' fees, costs or damages of every kind and nature by reason of the Agency's acquisition of the subject Property and agrees never to assert such a claim. Grantors expressly waive all rights provided by section 1542 of the California Civil Code, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

6.3 Marketable Title. Grantors are the owners of the Property and have marketable and insurable fee simple title to the Property clear of restrictions, leases, liens and other encumbrances, subject only to the Approved Exception. No leases, licenses, or other agreements allowing any third party rights to use the Property are or will be in force unless prior consent has been given by the Agency in writing. Commencing with the full execution of this Agreement by both parties and until the Close of Escrow, Grantors shall not permit any liens, encumbrances or easements to be placed on the property other than the Approved Exception, nor shall Grantors enter into any agreement that would affect the Property that would be binding on the Agency after the Close of Escrow without the prior written consent of the Agency.

6.4 Condition of Property. Grantors have disclosed to the Agency all information, records and studies maintained by Grantors in connection with the Property concerning hazardous substances and that Grantors are not concealing any knowledge of the presence of contamination or hazardous substances on, from or under the Property. Any information that Grantors have delivered to the Agency either directly or through Grantors agents is accurate and Grantors have disclosed all material facts with respect to the Property.

6.5 Other Matters Affecting Property. To the best of Grantors' knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of Grantors' knowledge, threatened against or affecting the Property or the interest of Grantors' in the Property or its use that would affect Grantors' ability to consummate the transaction contemplated by this Agreement. Further, there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property. To the best of Grantors' knowledge there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Property. Grantors shall promptly notify Agency of any of these matters arising in the future.

6.6 Grantor's Agency. That this Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed, and delivered by Grantors; are binding obligations of the Grantors; and are collectively sufficient to transfer all of Grantors' rights to the Property.

In addition to any other remedies that may be available to the Agency as the result of a breach of any of the foregoing warranties or representations, Grantors agree to defend and hold the Agency harmless and reimburse the Agency for any and all loss, cost, liability, expense, damage or other injury, including without limitation, attorneys fees, incurred by reason of, or in any manner resulting from the breach of any of the warranties and representations contained in this Agreement and all third-party claims arising out of or related to any facts or circumstances with respect to the period prior to the Close of Escrow.

7. **Agency's Representations and Warranties.** Agency warrants that, upon approval of this Agreement by the Agency's governing body, this Agreement shall constitute a binding obligation of the Agency.

8. **HAZ MAT CLAUSE 1030.f (Not Tested-Unknown Hazardous Material Use.** The Grantors' hereby represent and warrant that during the period of Grantors' ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous waste on, from, or under the property. Grantors further represent and warrant that Grantors' have no knowledge of any disposal, release, or threatened release of hazardous substance or hazardous waste on, from, or under the property which may have occurred prior to Grantors taking title to the property.

The acquisition price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the Agency may elect to recover its clean-up costs from those who caused or contributed to the contamination, or are otherwise responsible under State and Federal Law.

9. **Survival.** All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.

10. **Possession of the Property.** Possession of the Property shall be delivered to the Agency at the Close of Escrow.

11. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

Grantors: Richard and Geri Berrett
5320 Olive Drive
Concord, CA 94521
Telephone: 925-672-7000

Agency: Contra Costa County Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2012
Attn: Carmen Piña-Sandoval

or to such other addresses as Agency and Grantors may respectively designate by written notice to the other.

12. **Entire Agreement.** The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the Agency of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement. Grantors have no other right or claim to compensation arising out of or connected with the acquisition of the subject property by the Agency, except as specifically set forth in this Agreement, including but not limited to all claims for compensation for improvements pertaining to realty, all claims for compensation for fixtures, equipment or machinery, attorneys' fees, costs or damages of every kind and nature by reason of Agency's acquisition of the subject property and agrees never to assert such a claim.

13. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement.

14. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.

15. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party

16. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

17. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with California law. The venue of any litigation pertaining to this Agreement shall be Contra Costa County, California.

CONTRA COSTA COUNTY
REDEVELOPMENT AGENCY

REVIEWED BY:

By _____
Real Property Agent

By _____
Principal Real Property Agent

APPROVED:

By _____
Redevelopment Agency Director

Date _____
(Date of Board Approval)

GRANTORS

By _____
Richard B. Berrett

By _____
Geri L. Berrett

2-5-09
(Date Signed by Grantors)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A - Legal Description

(FORM APPROVED BY COUNTY COUNSEL 6/99)

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Contra Costa, State of California, described as follows:

PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM GERTRUDE MC GINNIS TO THEODORE COLLINGS, ET UX, DATED DECEMBER 11, 1945 AND RECORDED DECEMBER 13, 1945 IN BOOK 859 OF OFFICIAL RECORDS, AT PAGE 344; THENCE FROM SAID POINT OF BEGINNING, NORTH 89° 46' EAST, ALONG THE SOUTH LINE OF SAID COLLINGS PARCEL (859 OR 344), 100 FEET TO THE WEST LINE OF THE 50 FEET IN WIDTH STRIP OF LAND DESCRIBED IN THE DEED FROM ANTONE P. ENES, ET AL, TO CONTRA COSTA COUNTY, DATED MARCH 2, 1936 AND RECORDED MARCH 18, 1936 IN BOOK 413 OF OFFICIAL RECORDS, AT PAGE 60; THENCE SOUTH 0° 45' EAST, ALONG SAID WEST LINE, 50.4 FEET TO THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ANTONE P. ENES, ET AL, TO MARTIN MC GINNIS, DATED JULY 29, 1940 AND RECORDED NOVEMBER 18, 1940 IN BOOK 568 OF OFFICIAL RECORDS, AT PAGE 271; THENCE SOUTH 89° 46' WEST, ALONG SAID NORTH LINE, 100 FEET TO A POINT THAT BEARS SOUTH 0° 45' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 0° 45' WEST, 50.4 FEET TO THE POINT OF BEGINNING.

APN: 094-013-002-4

Contra Costa County

To: Board of Supervisors

From: David Twa, Redevelopment Agency Executive Director

Date: February 24, 2009

Subject: Orbisonia Heights Property (Stoneking-Dzeidzic) Acquisition, Bay Point Area

RECOMMENDATION(S):

A. APPROVE Purchase and Sale Agreement and ACCEPT the Grant Deed from The Esther Stoneking Living Trust Dated 12-18-89, Mary J. Dziedzic, Trustee, for the purchase of 605 and 611 Bailey Road, Bay Point identified as Assessor's Parcel Numbers 094-013-010 and 094-013-011.

B. AUTHORIZE the Redevelopment Director to execute said Purchase and Sale Agreement on behalf of the Redevelopment Agency.

C. APPROVE payment of $500,000 for said property rights and AUTHORIZE the Auditor-Controller to issue a check in said amount payable to North American Title Company, 645 San Ramon Valley Blvd., Danville, CA, 94526, Escrow No. 54705-828033-08 to be forwarded to the Real Property Division for delivery.

D. Direct the Real Property Division to have the above referenced Grant Deed delivered to the Title Company for recording in the Office of the County Recorder.

FISCAL IMPACT:

This activity is funded by the Contra Costa County Redevelopment Agency (100%). No General Funds are being used for this project.

☐ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **02/24/2009** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 24, 2009

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

By: Katherine Sinclair, Deputy

Contact: 925-335-7230

cc: Maureen Toms, Redevelopment Agency, Olivia Reynolds, Public Works-Real Property, Cheryl Sousa, Public Works - Real Property, County Administrator's Office, County Assessor's Office

BACKGROUND:

This project is to redevelop approximately 7.6 acres of the Orbisonia Heights subdivision with residential mixed-use, transit-oriented development as described and planned for in the Pittsburg/Bay Point BART Station Specific Plan approved by the Contra Costa County Board of Supervisors. In order to meet the purpose of this portion of the Specific Plan acquisition of the existing residential properties southeast of the State Highway 4/Bailey Road Interchange must occur.

CONSEQUENCE OF NEGATIVE ACTION:

The Agency will not be able to assemble this property with the current properties already acquired within the Specific Plan in the unincorporated community of Bay Point in Contra Costa County.

ATTACHMENTS

Purchase and Sale Agreement

Parcel Number: 094-013-010 & 011
Project Name: Orbisonia Heights - Redevelopment
Project Number: 4500-6X5489

Grantor: Esther Stoneking Living Trust
Address: 1018 Matador Road
Pebble Beach, CA 93953

PURCHASE AND SALE AGREEMENT BETWEEN THE *REDEVELOPMENT AGENCY* AND GRANTOR NAMED HEREIN

This Agreement is entered into by and between Contra Costa County Redevelopment Agency, a body corporate and politic existing under the laws of the State of California, (hereinafter "Agency") and the Esther Stoneking Living Trust dated December 18, 1989, Mary J. Dziedzic Trustee (hereinafter "Grantor").

RECITALS

A. Grantor is the owner of two adjacent parcels totaling approximately 10,040 square feet of real property located in the unincorporated community of Bay Point, Contra Costa County, California and described on Exhibit "A" attached hereto and incorporated herein by reference. The real property, including improvements thereon, if any, are collectively referred to herein as the "Property".

B. Upon and subject to the terms and conditions of this Agreement, Grantor desires to sell the Property to the Agency and the Agency desires to purchase the Property from the Grantor for redevelopment purposes, a public use for which Agency has the authority to exercise the power of eminent domain.

AGREEMENT

NOW THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Effective Date.** It is understood that this Agreement is subject to approval by the Agency's Governing Board. This Agreement is effective on the date approved by the Agency's Governing Board ("Effective Date"). This Agreement will be submitted to the Grantor first for approval, and thereafter to the Agency.

2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, Grantor agrees to sell and Agency agrees to purchase the Property.

3. **Purchase Price.** The purchase price for the Property shall be **FIVE HUNDRED THOUSAND DOLLARS ($500,000)** ("Purchase Price").

   3.1. All ad valorem real property taxes and any penalties and costs thereon, and all installments of any bond or assessment that constitutes a lien on the Property shall be cleared and paid by Grantors as of the date title shall vest in Agency by the recordation of the deed herein pursuant to Sections 4986, 5082, and 5086 of the Revenue and Taxation Code of the State of California, if unpaid as of the date title vests.

   3.2. The Purchase Price shall be paid to The Esther Stoneking Living Trust Dated 12-18-89, Mary J. Dziedzic Trustee.

4. **Conditions to Agency's Performance.** The Agency's obligation to perform under this Agreement is subject to the following conditions:

   4.1. Grantor's performance of all obligations under this Agreement.

4.2. The vesting of title to the Property in the Agency by grant deed in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded), and taxes except the following "Approved Exceptions" as outlined in the Preliminary Report dated January 5, 2009, issued by North American Title Company:

A. Covenants, conditions, restrictions and reservations of record, listed as exception(s) 4.

B. Easements or rights of way of record over said property, listed as exception – None.

C. Other approved exception(s).

4.3. North American Title Company is prepared to issue a *CLTA title insurance* policy in the full amount of the purchase price, subject only to the Approved Exceptions ("Title Policy").

If Agency determines that any of these conditions have not been met, Agency shall have the right to terminate this Agreement by delivering written notice to Grantor and, if applicable, the Escrow agent.

5. **Escrow.** By this Agreement, Agency and Grantors establish an escrow ("Escrow") with North American Title Company, 645 San Ramon Valley Blvd., Danville, CA 94526, their Escrow No: 54705-828033-08 ("Title Company"). Grantor hereby authorizes Agency to prepare and file escrow instructions with said Title Company, on behalf of Grantor, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens and assessments on the Property conveyed.

5.1. Fees and Title Insurance. The Agency shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the Agency, the premium charged therefor.

5.2 Grantor Deposit into Escrow. On or before the Close of Escrow Grantor will deliver into Escrow with the Title Company the following documents:

A. A grant deed, in recordable form and properly executed on behalf of Grantor, in a form approved by Agency ("Grant Deed") conveying to Agency the Property in fee simple absolute, subject only to the Approved Exceptions.

B. Copies of any effective leases, rental agreements or any other agreements, if any, which the Agency has agreed in writing are to remain in effect after Agency takes title.

C. Grantor's affidavit of non-foreign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended [26 USCA §1445] ("FIRPTA Affidavit"); and

D. Grantor's affidavit as contemplated by the Revenue and Taxation Code §18662 ("Withholding Affidavit").

5.3. Deposit of Purchase Price into Escrow by Agency. Prior to the Close of Escrow, Agency will deposit the Purchase Price into escrow with the Title Company.

5.4. Close of Escrow. Escrow shall close upon the conveyance of the Property to the Agency ("Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:

A. Record the Grant Deed, marked for return to the Agency care of Olivia D. Reynolds, Real Property Agent for the Agency (which shall be deemed delivery to the Agency);

B. Issue the Title Policy, if requested to do so by the Agency;

C. Prorate taxes, assessments, rents and other charges as provided by this Agreement;

D. Disburse to the Grantor the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantor;

E. Prepare and deliver to the Agency and to the Grantor one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantor and the Agency and retain all funds and documents pending receipt of further instructions from the Agency.

6. **Investigations and As-Is Sale.** Agency is purchasing the Property based upon its own investigations and agrees to purchase the Property "As-Is" and to assume all risk, known or unknown, suspected or unsuspected with respect to the Property.

7. **Agency's Representations and Warranties.** Agency warrants that, upon approval of this Agreement by the Agency's governing body, this Agreement shall constitute a binding obligation of the Agency.

8. **Survival.** All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.

9. **Possession of the Property.** Possession of the Property shall be delivered to the Agency at the Close of Escrow.

10. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

Grantor: The Esther Stoneking Living Trust Date 12-18-89
Mary J. Dziedzic Trustee
1018 Matador Road
Pebble Beach, CA 93953
Telephone: 831-372-4380

Agency: Contra Costa County Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2306
Attn: Olivia D. Reynolds

or to such other addresses as Agency and Grantor may respectively designate by written notice to the other.

11. **Entire Agreement.** The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the Agency of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement. Grantor has no other right or claim to compensation arising out of or connected with the acquisition of the subject property by the Agency, except as specifically set forth in this Agreement, including but not limited to all claims for compensation for improvements pertaining to realty, all claims for compensation for fixtures, equipment or machinery, attorneys' fees, costs or damages of every kind and nature by reason of Agency's acquisition of the subject property and agrees never to assert such a claim.

12. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement.

13. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.

14. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party

15. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

REMAINDER OF PAGE

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16. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with California law. The venue of any litigation pertaining to this Agreement shall be Contra Costa County, California.

CONTRA COSTA COUNTY
REDEVELOPMENT AGENCY

RECOMMENDED FOR APPROVAL:

By Olivia D. Reynolds
Olivia D. Reynolds
Associate Real Property Agent

By _____
Karen A. Laws
Principal Real Property Agent

APPROVED:

By _____
Redevelopment Agency Director

Date _____
(Date of Board Approval)

GRANTOR

By Mary J. Dziedzic, Trustee
Mary J. Dziedzic, Trustee
Esther Stoneking Living Trust dated 12-18-89

Date: February 4, 2009
(Date Signed by Grantor)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A - Legal Description

(FORM APPROVED BY COUNTY COUNSEL 6/99)

OR:sr
G:\RealProp\Redevelopment\E. Stoneking (P&S Agree).doc
01/28/09

Exhibit "A"

Real property in the unincorporated area of the County of Contra Costa, State of California, described as follows:

PARCEL ONE:

PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE CENTER LINE OF SAID SECTION 14; THENCE FROM SAID POINT OF BEGINNING SOUTH 0 DEGREES 45' EAST, ALONG THE LINE BETWEEN THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 1018 FEET; THENCE NORTH 89 DEGREES 46' EAST 25 FEET; THENCE SOUTH 0 DEGREE 45' EAST 50.4 FEET TO THE INITIAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE FROM SAID POINT OF BEGINNING SOUTH 0 DEGREE 45' EAST 50 FEET; THENCE NORTH 89 DEGREES 46' EAST, 100 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ANTONE P. ENEA, ET AL, TO MARTHA MCGINNIS DATED JULY 29, 1940 AND RECORDED NOVEMBER 18, 1940 IN VOLUME 568 OF OFFICIAL RECORDS AT PAGE 271; THENCE NORTH 0 DEGREE 45' WEST 50 FEET; THENCE SOUTH 89 DEGREES 46' WEST 100 FEET TO THE POINT OF BEGINNING.

APN: 094-013-010

PARCEL TWO:

PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH BEARS SOUTH 0DEGREE 45' EAST, ARC DISTANCE OF 1018 FEET FROM THE CENTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, M.D.B. AND M.; THENCE NORTH 89 DEGREES 46' EAST, 25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAME LINE NORTH 89 DEGREES 46' EAST 100 FEET; THENCE SOUTH 0 DEGREES 45' EAST, 50 FEET; THENCE SOUTH 89 DEGREES 46' WEST 100 FEET; THENCE NORTH 0 DEGREE 45' WEST 50 FEET TO THE POINT OF BEGINNING

APN: 094-013-011

APN: 094-013-010-7 and 094-013-011