

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.

MINUTES
March 31, 2009

9:00 A.M. Convene and announcement adjournment to Closed Session in Room 101.

Present: 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

Attendees: David J. Twa

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, Local 1021; District Attorney's Investigators Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters, Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Service Empl. Int'l Union United Health Care Workers West; East County Firefighters' Assn.; Contra Costa County Defenders Assn.; Probation Peace Officers Assn. of Contra Costa County; and Contra Costa County Deputy District Attorneys' Assn.

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))

1. Timothy Tye v. Contra Costa County, W.C.A.B. No. ADJ2410405

2. In re Buffets Holdings, Inc., et al., U. S. Bankruptcy Court (Delaware), No. 08-10141 MFW

C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation pursuant to Gov. Code, § 54956.9(c): Two potential cases.

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

Inspirational Thought - "*May you live as long as you want, and never want as long as you live.*" ~ Author Unknown

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.75 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 declare March 2009 "American Red Cross" month in Contra Costa County.
(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

A

PR.2 PRESENTATION declaring April "Child Abuse Prevention Month" in Contra Costa County.
(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

A

SHORT DISCUSSIONS ITEMS

SD.1 PUBLIC COMMENT (3 Minutes/Speaker)

Mr. Bob Britton, Business Agent, IFPTE Local 21, San Francisco reminded the Board he has received no response regarding the Union formation.

SD.2 CONSIDER any Consent Items previously removed.

- SD.3** HEARING on the appeal of the Notice and Order to Abate a public nuisance on the real property located at 1814 Taylor Road, Bethel Island, California (John Diffenderfer and Roxanne Dober, Owners) (Michael Angelo Silva, Department of Conservation and Development)
- SD.4** CONSIDER approving the transfer of court facilities in Contra Costa County from the County to the State of California, consistent with the Trial Court Facilities Act of 2002 and adopting related findings under the California Environmental Quality Act. (Julie Enea, County Administrator's Office)

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

A

DELIBERATION ITEMS

- D.1** CONTINUED HEARING on the FY 2009-10 Recommended County and Special District Budgets, and on the elimination of and/or reduction in the level of medical services provided by the County (Beilenson Act), on the following issues only: funding for the U.C. Cooperative Extension Program, Library, Arts Commission (AC5), and the provision of health care for undocumented adult aliens; CONSIDER authorizing program changes in the Health Services Department; CONSIDER adoption of the Fiscal Year 2009-10 County and Special District Budgets and related actions. (David Twa, County Administrator) (All Districts).

Mr. Twa, County Administrator, presented the staff report. He noted that the anticipated federal stimulus funds for the Vasco Road Overlay Project (page 7) should be corrected to read \$10 million. He said the position resolution scheduled to come before the Board on April 7, 2009 in accordance with the recommended budget contains the elimination of 499 positions of which slightly over 200 are funded positions and approximately 120 are filled positions. He added that the hiring freeze will continue.

He said the state had recently concluded that the \$10 billion trigger amount of federal stimulus funds it formulated would be necessary to prevent further reductions in funding would not be achieved, resulting in cuts to programs such as SSI and InHome Social Services. He said that, while these reductions did not immediately impact the County, there will be future impacts to the hospital due to the reduction in Medi-Cal reimbursement rates.

Dr. Walker, Health Services Director, said the reduction will amount to approximately \$1.5 million and when it goes into effect on July 1, 2009, optional Medi-Cal benefits, including all adult dental care, optometry services, audiology and chiropractic and various other services, will cease to be available throughout the state of California. He said he will return to the Board to propose further reductions and layoffs in the affected clinics.

Dr. Walker noted that the \$1 million annually over six years pledged by Chevron would begin to be distributed in a few weeks, but that it will require county funding to get through to next year. He requested the Board consider one-time funding in the amount of \$1.5 million from reserves to fund increased access to the community clinics from May 2009 to June 2010, at which time the Chevron monies will be fully implemented.

Chair Bonilla requested that Dr. Walker return to the Board with a written report on how the requested \$1.5 million dollars would be utilized.

Chair Bonilla called for public comment. The following people spoke:

On Basic Health Care for immigrants:

Father Donald MacKinnon, GRIP;
Jeff O.;
Janet Marshall Wilson, Mental Health Consumer Concerns, Inc.;
Linda Salinas, resident of CCC;
Carolina Garcia on behalf of Pablo Cardenas Jr., CCISCO;
Teresa Flores, Executive Board member of CCISCO;
Andres Soto, Concilio Latino;
Antonio Medranos, West County School Board;
Lee Lawrence, American Civil Liberties Union;
Roberto Reyes, Concord Clinic;

Tanir Ami, Community Clinic Consortium;
Charles Rachis, resident of CCC;
Mariana Moore, Contractors' Alliance of Contra Costa;
Valerie Jameson, Macehvalli;
Rudeen Monte, Sutter Delta Medical Center;
Angel G. Luevano, League of United Latin American Citizens;
Argentina Davila-Luevano, League of United Latin American Citizens;
Maria Alegria, for Richmond Vision.

On the University of California Cooperative Extension (UCCE):

Al Courchesne, BALT and Frog Hollow Farm, Agricultural Extension program;
Peggy Hauk, Ph.D, UCCE;
Steve Nation, UCCE;
Janet Caprile, Vice Chair, County Agricultural Task Force;
Bethallyn Black, manager of urban horticultural program;
Jodi Cassell, UCCE Sea Grant marine advisor;
Mark Maggiore, Maggiore and Sons;
Robert Whalen, 4-H volunteer;
Mary Louise Williams, Master Gardener Program;
Harriett Burt, Master Gardner Program;
Patrick McKenzie, MidValley Ag Service, Inc.;
John Veitch, Contra Costa Farm Bureau;
Thomas Brumleve, Cattlemen's Association;
John Viano, resident of CCC.

General:

Rollie Katz, Public Employees' Union Local 1

Written material provided by the following:

Robert Whalen: (brochures from UCCE)
Robert J. and Jeanne M. Lewis, resident of Moraga (letter)
Alice E. Schofield, Master Gardener (letter)
Art Hatchett, Co-chair, Richmond Vision (letter)
Robert Taylor, Mayor, City of Brentwood (letter)
Lee Helena, Mt. Diablo Chapter, American Civil Liberties Union of Northern California (letter);
Teresa Flores (copy of letter from Gene Rogers, M.D. dated 3-17-09);
Karen Luckhurst, Briones 4H Club (letter)
Jeff O.: (comments, list of related information resources, and DVD "Illegal Immigration Crisis-Correlation to Budget Crisis")
Fidela Cardenas, comments;
Juana Sanches, comments;
Isaac Menashe, California Immigrant Policy Center, comments;
Maria Diaz, comments;
Eneyda Rivera, comments;
Blanca Collin, comments.

Chair Bonilla invited Sheriff-Coroner Warren Rupff to comment.

Sheriff Rupf noted that there is little that can be done about declining property values and the resulting loss of revenue to the County, and encouraged the Board to consider all sources of savings and revenue.

Mr. Twa said that in regard to the use of reserves that, in addition to the Board's policy decision limiting the use of reserves, there is little available and the County Administrator's Office would not recommend its use.

Supervisor Uilkema said she believes the Board needs to move forward today although she expects to revisit the budget many times in the future due to shifts and refinements in reductions and possible revenues.

Supervisor Piepho requested the support of the Board in amending today's action to continue funding the Cooperative Extension program through June 30, 2009, to provide the program time to seek alternative funding.

Chair Bonilla said that the budget is an ongoing process. She said that it was important to recognize the there is a crisis in regard to the hospital and clinic system and that it was questionable whether that system was sustainable. She requested direction be added to today's actions to perform a sustainability audit.

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

A

D.2 CONSIDER reports of Board members.

Board members had no reports.

Closed Session

1:00 P.M. Adjourn to the Housing Authority Board of Commissioners meeting

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

A

*Adjourn in memory of Antonio Odello of Concord,
Erv Romans of Danville & John Hege of Concord, Officers from the Oakland Police Department,
and Former Contra Costa County Sheriff Harry Ramsey*

CONSENT ITEMS

Road and Transportation

- C. 1** DETERMINE that the Market Avenue Sidewalk Improvements (7th St. to Soto St.) project is a California Environmental Quality Act (CEQA) Class 3d Categorical Exemption; APPROVE the project and AUTHORIZE the Public Works Director, or designee, to advertise the project, Richmond area. (55% Transportation Development Act and 45% Local 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

A

- C. 2** DETERMINE that the Driftwood Drive Bike Lanes Project is a California Environmental Quality Act (CEQA) Class 3d Categorical Exemption; APPROVE the project and AUTHORIZE the Public Works Director, or designee, to advertise the project, Bay Point area. (70% Transportation Development Act and 30% Local 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

A

- C. 3** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Ove Arup and Partners California, Ltd. (ARUP) effective March 31, 2009, to increase the payment limit by \$100,000 to a new payment limit of \$1,250,990, with no change to the original contract dates, to provide construction support services for the Iron Horse Trail Pedestrian Overcrossing at Treat Boulevard, as recommended by the Public Works Director, Contra Costa Centre 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

A

- C. 4** ADOPT Resolution No. 2009/111 approving and authorizing the Chair, Board of Supervisors, to execute the first amendment to the cooperative agreement between the State Route 4 (SR4) Bypass Authority, State of California, County of Contra Costa, City of Antioch, City of Brentwood, and the City of Oakley, which outlines how portions of the Bypass will be designed and constructed, as well as financed, to extend the termination date and revise the indemnification articles of the agreement, effective December 30, 2008 through December 31, 2010, as recommended by the Public Works Director, East County area. (100% SR4 Bypass Authority 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

A

- C. 5** ADOPT Traffic Resolution No. 2009/4283 to prohibit parking from 7:00 AM to 12:00 PM and 2:00 PM to 4:00 PM on school days on the north side of Hemme Avenue (Road No. 4337E), beginning at a point 310 feet west of the west curb line of Danville Boulevard (Road No. 5301A) and extending westerly a distance of 170 feet, 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

A

- C. 6** ADOPT Traffic Resolution No. 2009/4284 to prohibit parking at all times (red curb) on both sides of Blackhawk Drive (Private Road) beginning at the northern curb line of Camino Tassajara (Road No. 4721C) and extending northerly a distance of 1500 feet, as recommended by the Public Works Director, Blackhawk area, and RESCIND Traffic Resolution No. 2002/3998. (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

A

- C. 7** ADOPT Traffic Resolution No. 2009/4285 to prohibit parking from 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Drive (Private Road) beginning at the eastern curb line of Blackhawk Drive (Private Road) and extending northeasterly to the west curb line of Kingswood Lane (Private Road) a distance of 1130 feet, as recommended by the Public Works Director, 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

A

- C. 8** ADOPT Traffic Resolution No. 2009/4286 to prohibit parking between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Lane (Private Road) beginning at the northern curb line of Kingswood Drive (Private Road) and extending northeasterly to its terminus a distance of 1875 feet, as recommended by the Public Works Director, 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

A

- C. 9** ADOPT Traffic Resolution No. 2009/4288 to prohibit parking between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Circle (Private Road) beginning at the eastern curb line of Kingswood Drive (Private Road) and extending east, north and west in a circle to connect again with the eastern curb line of Kingswood Drive, a distance of 1100 feet, as recommended by the Public Works Director, 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

A

- C.10** ADOPT Traffic Resolution No. 2009/4289 to prohibit parking between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Court (Private Road) beginning at the eastern curb line of Kingswood Circle (Private Road) and extending east to its terminus, a distance of 180 feet, as recommended by the Public Works Director, 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

A

- C.11** ADOPT Traffic Resolution No. 2009/4287 to prohibit parking between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Place (Private Road) beginning at the western curb line of Kingswood Lane (Private Road) and extending west and north to its terminus a distance of 485 feet, as recommended by the Public Works Director, 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

A

- C.12** APPROVE the 2008 Byron Highway Overlay Project contingency fund increase of \$48,000 for a new contingency fund amount of \$166,957 effective March 31, 2009, and APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Contract Change Order No. 5 with Teichert Construction, effective March 31, 2009, to increase the payment limit by \$69,500 to a new payment limit of \$1,453,755 to accommodate increased costs of base failure repairs, traffic control, and asphalt concrete, Byron area. (88% State Surface Treatment Program funds; 12% Local 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

A

Special Districts & County Airports

- C.13** ACCEPT report entitled "The 50 Year Plan: Channels to Creeks" and APPROVE the Contra Costa County Flood Control and Water Conservation Districts (FCWCD) long-range planning process for replacing aging infrastructure with natural systems, as recommended by the FCWCD Chief Engineer, Countywide.

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

A

Supervisor Piepho introduced the item, noting that the Board's Transportation Water Infrastructure Committee has two recommended changes to the language of the Board Order on the 50 year plan: (1) Direct the Chief Engineer of the Flood Control and Water Conservation District, to work with the Department of Conservation & Development in planning and implementation of the 50 year plan in unincorporated communities; and (2) related to the Flood Control, Direct the Chief Engineer of Flood Control & Water Conservation District to report to Transportation Water Infrastructure Committee on the implementation & Development of the 50 year plan as part of the Flood Control District's Capital Improvement Program review process. Additionally, Supervisor Piepho recommended making reference to the the impact to the 1% Ad Valorem Tax Rate in staff report Footnote 1, related to the Proposition 13 Act of 1978.

By unanimous vote the Board approved the item with these changes.

Claims, Collections & Litigation

- C.14** RECEIVE this report concerning the final settlement of Rodney Krautheim vs. Contra Costa County and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$122,249, less attorney's fees and the structured Medicare Set Aside, 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

A

- C.15** DENY claims by Lamus Wayne Sturgis; and Barbara Bhachu; and amended claim for Lamus 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

A

Honors & Proclamations

- C.16** ADOPT Resolution No. 2009/116 honoring Mary Pryor upon the occasion of her retirement from Contra Costa County, in recognition for her service to the clients, the Public Defender's office, the community, and the people of Contra Costa County, as recommended by the Public Defender.

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

A

- C.17** ADOPT Resolution No. 2009/113 honoring Deborah Shea upon the occasion of her retirement from the Employment and Human Services Department, as recommended by the 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

A

- C.18** ADOPT Resolution No. 2009/114 honoring Sheila Monge upon the occasion of her retirement from the Employment and Human Services Department, as recommended by the 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

A

- C.19** ADOPT Resolution No. 2009/117 honoring Sally Martin upon the occasion of her retirement from Contra Costa County, in recognition for her service to the clients, the Public Defender's office, the community, and the people of Contra Costa County, as recommended by the Public Defender.

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

A

- C.20** ADOPT Resolution No. 2009/118 honoring Jeanne Schuman upon the occasion of her retirement from Contra Costa County, in recognition for her service to the clients, the Public Defender's office, the community, and the people of Contra Costa County, as recommended by the Public Defender.

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

A

Ordinances

- C.21** DIRECT the Department of Conservation and Development (DCD) and the Office of County Counsel to evaluate the Second Unit Ordinance (Chapter 82-24 of the County Code) to facilitate the establishment of second units in the County, as recommended by the Conservation and Development Director. (100% DCD)

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

A

- C.22** ADOPT Ordinance 2009-07, modifying East County Regional Planning Commission member terms, as recommended by the Conservation and Development Director. (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

A

Appointments & Resignations

- C.23** APPROVE amendments to the bylaws of the First 5 Contra Costa Children and Families Commission pertaining to the appointment of alternates and APPOINT Susan Wittenberg to the District I Alternate seat, Belinda Lucey to the District II Alternate seat, and Toni Robertson to the District V Alternate seat, as recommended by the 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

A

- C.24** APPOINT the following County staff to the Technical Coordinating Committee of the Contra Costa Transportation Authority: Patrick Roche, Aruna Bhat alternate; Steven Goetz, John Greitzer alternate; and Mike Carlson, Chris Lau alternate, 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

A

- C.25** DECLARE a vacancy in the District II-B seat of the Alcohol and Other Drugs Advisory Board, due to resignation, 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

A

- C.26** APPOINT Chris J. McDonald to the the District II seat of the Contra Costa County In-Home Supportive Services Public Authority 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

A

- C.27** RE-APPOINT Henry Triglia to the Appointee 4 seat and Fred Maria to the Appointee 5 seat on the Crockett-Carquinez Fire Protection District's Fire Advisory Commissioners, 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

A

Appropriation Adjustments

- C.28** Contra Costa County Fire Protection District (7300): APPROVE Appropriations and Revenue Adjustment No. 5074 authorizing additional revenue in the amount of \$60,300 from grants and appropriating it for radio receivers/related communications equipment and smoke detectors.

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

A

Intergovernmental Relations

- C.29** SUPPORT Assembly Bill 1625 (Beall, Bass, Steinberg), a bill that would: 1) re-enact California's existing Kin-GAP Program to align it with new federal requirements and 2) provide transitional support to qualifying foster youth until age 21, as recommended by the 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

A

Grants & Contracts

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

- C.30** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract to accept funding from California Department of Education for School Age Resources in an amount not to exceed \$2,019 for the period 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

A

- C.31** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept funding from Santa Clara County Public Health Department in an amount not to exceed \$4,022 for cooking demonstration classes for Head Start and Early Head Start parents for the period February 19 through September 7, 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

A

- C.32** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to submit an application to accept funds from the U. S. Department of Education in an amount not to exceed \$300,000 to implement and evaluate the effectiveness of The Incredible Years pre-school to kindergarten transition program. (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

A

- C.33** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an amended a contract with the California Department of Aging to increase the amount paid to County by \$27,165 to a total amount not to exceed \$305,481 for the period of 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

A

- C.34** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John Swett School District to pay the County an amount not to exceed \$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 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

A

- C.35** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment to accept funding from the California Department of Community Services and Development to increase the payment limit by \$169,007 to a new payment limit not to exceed \$796,157 for Community Services Block Grant program services with no change to the term January 1, 2008 through December 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

A

- C.36** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept funding from East Bay Community Foundation in an amount not to exceed \$15,000 for implementation of an early childhood assessment tool during 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

A

- C.37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a grant agreement with the San Francisco Foundation to pay the County an amount not to exceed \$30,000 for the County's Teen Age Program, Public Health Teen Navigator Project for the period from January 1 through December 31, 2009 including agreeing to indemnify the Grantor from any claims (including reasonable attorneys' fee and expenses) arising out of the County's performance under 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

A

- C.38** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute contract amendment to include updated 2009 Funding Terms and Conditions from the California Department of Education with no change to the payment limit or 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

A

- C.39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the State Department of Rehabilitation, effective July 1, 2008, to increase the amount payable to the County by \$41,389 from \$2,483,364 to a new total payment limit of \$2,524,753, with no change in the original term of July 1, 2006 through June 30, 2009; and to execute a contract amendment, effective January 1, 2009, to increase the amount payable to the County by \$213,556 from \$2,524,753 to a new total payment limit of \$2,738,309, with no change in the original term of July 1, 2006 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

A

- C.40** ADOPT Resolution No. 2009/119 Acceptance and Notice of Completion for work performed by Vila Construction Company for the Office Remodel Project at 4545 Delta Fair Blvd., Antioch as recommended by the General Services Director. (100% Ellinwood Capital Project 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

A

- C.41** ADOPT Resolution No. 2009/120 Acceptance and Notice of Completion of work performed by Blossom Valley Construction, Inc. for the Median Landscaping Project at Pacheco Boulevard between Second South Avenue and Center Avenue, Pacheco for the Public Works Department, as recommended by the General Services Director. (100% Zone 5 Assessment 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

A

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

- C.42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Global Vision Consortium, effective March 1, 2009, to increase the payment limit by \$97,000 to a new payment limit of \$217,990 to provide additional emergency preparedness training services with no change in the term of January 15, 2006 through August 31, 2009. (100% Federal Health Resources and Services Administration)

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

A

- C.43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Dori Maxon (dba Pediatric Contracting Services), effective March 1, 2009, to increase the payment limit by \$60,000 to a new total of \$240,000 to provide additional occupational and physical therapy services with no change in the original term of July 1, 2008 through June 20, 2009. (50% State California Children's Services and 50% 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

A

- C.44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment agreement with La Cheim School, Inc., effective March 1, 2009, to increase the payment limit by \$370,000 to a new payment limit of \$1,570,000 to provide additional therapeutic behavioral services, with no change in the original term for the period July 1, 2008 through June 30, 2009, and no change in the six-month automatic extension through December 31, 2009, in an amount not to exceed \$600,000. (50% Federal Financial Participation, 46% State Early and Periodic Diagnosis, Screening and Therapy and 4% 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

A

- C.45** AUTHORIZE the Auditor-Controller to issue a warrant in the amount of \$38,850 to the Martinez Unified School District from Park Dedication Trust Fund account No. 8136 420832001 to finance the purchase and installation of a playground shade structure at the Las Juntas Elementary School located at 4105 Pacheco Blvd. (100% Park Dedication Trust 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

A

- C.46** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Harris Stratex Networks, Inc., in the amount of \$924,096 for the purchase and installation of communications interoperability equipment for the East Bay Regional Communications System - West County Cell. (75% Community Oriented Policing Services Grant; 25% Kinder-Morgan settlement revenue)

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

A

- C.47** ACKNOWLEDGE termination of a contract with Awakening Counseling Center. (100% Medi-Cal Funds offset 50% State and 50% 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

A

- C.48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Seneca Residential and Day Treatment Center for Children in an amount not to exceed \$250,000 to provide school-based mental health services for Seriously Emotionally Disturbed students for the period January 1 through June 30, 2009. (20% Federal Financial Participation Medi-Cal, 20% State Early and Periodic Screening, Diagnosis and Treatment, and 60% Individuals with Disabilities Education Act)

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

A

- C.49** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Nanda K. Sinha, M.D., effective December 1, 2008, to increase the payment limit by \$105,000 to a new payment limit of \$835,000 to provide additional orthopedic surgery services at Contra Costa Regional Medical and Health Centers, with no change in the original term of April 1, 2006 through March 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

A

- C.50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with LocumTenens.com, LLC, in an amount not to exceed \$500,000 to provide recruitment services and temporary physician services at Contra Costa Regional Medical and Health Centers for the period March 1, 2009 through February 28, 2010. (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

A

- C.51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Thomas B. Hargrave III, M.D., effective April 1, 2009, to increase the payment limit by \$15,000 to a new payment limit of \$315,000 to provide additional gastroenterology services at Contra Costa Regional Medical and Health Centers, with no change in the original term of June 1, 2006 through May 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

A

- C.52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Mark Van Handel, M.D., effective April 1, 2009, to increase the payment limit by \$47,280 to a new payment limit of \$690,456 to provide additional neurology services at Contra Costa Regional Medical and Health Centers, with no change in the original term of July 1, 2006 through June 30, 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

A

- C.53** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Dennis McBride, M.D., effective February 1, 2009, to increase the payment limit by \$100,000 to a new payment limit of \$505,500 to provide additional primary care physician services at the County's Adult and Juvenile Detention Facilities, with no change in the original term of September 1, 2007 through August 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

A

- C.54** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with John Echols, M.D., effective January 1, 2009, to increase the payment limit by \$200,000 to a new payment limit of \$1,400,000 to provide additional psychiatric services at Contra Costa Regional Medical and Health Centers, with no change in the original term of June 1, 2006 through May 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

Passed

- C.55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Nighthawk Radiology Services, LLC, effective March 1, 2009, to increase the payment limit by \$105,000 to a new payment limit of \$670,000 to provide additional teleradiology services at Contra Costa Regional Medical and Health Centers, with no change in the original term of March 1, 2005 through February 28, 2010. (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

A

- C.56** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to issue Request for Proposal for a Receiving Center to provide shelter, food, clothing, and medical services to children who have been removed from their homes in an amount not to exceed \$200,000. (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

A

- C.57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Choice Medical Clinic, Inc., (dba Choice Medical Group) in an amount not to exceed \$110,000 to provide professional family planning/gynecology services for Contra Costa Health Plan members for the period April 1, 2009 through March 31, 2011. (100% Health Plan 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

A

- C.58** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with New Connections in an amount not to exceed \$106,350 to provide services to County residents with HIV disease for the period March 1, 2009 through February 28, 2010. (100% Ryan White HIV/AIDS Treatment Modernization Act of 2006)

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

A

- C.59** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Staff Care, Inc., in an amount not to exceed \$300,000 to provide temporary psychiatric physician services for the period May 1, 2009 through April 30, 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

A

- C.60** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Families First, Inc., effective March 1, 2009, to increase the payment limit by \$145,000 to a new payment limit of \$495,000 to provide intensive day treatment services to additional adolescents with no change in the original term of July 1, 2008 through June 30, 2009, and to increase the six-month automatic extension payment limit by \$72,500 to a new automatic extension payment limit of \$247,500. (40% Federal Medi-Cal, 40% State Early and Periodic Screening, Diagnosis, and Treatment, 20% Individuals with Disabilities Education Act)

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

A

- C.61** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with LocumTenens.com, LLC, effective March 1, 2009, to increase the payment limit by \$45,000 to a new payment limit of \$144,000 to provide additional temporary psychiatrist services with no change in the original term of November 1, 2008 through October 31, 2009. (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

A

- C.62** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Star View Adolescent Center, Inc., effective April 1, 2009, to increase the payment limit by \$77,887 to a new payment limit of \$260,000 to provide residential treatment services to additional adolescent clients with no change in the original term of April 3, 2008 through June 30, 2009, and to increase the automatic extension payment limit by \$44,174 from \$62,117 to a new automatic extension payment limit of \$106,291, and no change in the term of the automatic extension through December 31, 2009. (24% Federal Medi-Cal, 24% State Early and Periodic Screening, Diagnosis, and Treatment, 52% State Community Treatment Facility and 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

A

- C.63** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on a contract amendment with American Red Cross Blood Services, effective March 1, 2009, to increase the total payment limit by \$300,000 to a new total payment limit of \$800,000 to provide additional blood component products services with no change in the original term of January 1, 2008 through December 31, 2009. (100% 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

A

- C.64** APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract amendment with Pitney Bowes, effective April 1, 2009, to increase the payment limit by \$33,223 to a new payment limit of \$691,019 to upgrade to the Olympus Relia-Vote System, with no change to the original contract term of December 19, 2006 through December 31, 2011. (No fiscal impact) (100% reimbursement either through the Help America Vote Act or State Special Election reimbursements)

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

A

Leases

- C.65** APPROVE and AUTHORIZE the General Services Director, or designee, to EXECUTE a Lease with Frank E. Nunes and Eleanor M. Nunes for a five-year period beginning February 1, 2009, and ending January 31, 2014 for an approximately 1,600 square foot Fire Station 19, located at 1019 Garcia Ranch Road, Briones Valley, as requested by the Contra Costa County Fire Protection District (FPD); and ADOPT related California Environmental Quality Act (CEQA) finding. (Budgeted-100% Contra Costa County FPD Operating 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

A

- C.66** APPROVE and AUTHORIZE the General Services Director, or designee, to EXECUTE a Lease with the Contra Costa Local Agency Formation Commission (LAFCO) for a one year term beginning April 1, 2009 for an approximate monthly rent of \$700 for the approximately 580 square feet of office space at 651 Pine Street, 6th Floor, Martinez, as requested by LAFCO; and ADOPT related California Environmental Quality Act (CEQA) findings.

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

A

Other Actions

- C.67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an Unpaid Student Training Agreement with Sonoma State University to provide field instruction for the University's students for the period from April 1, 2009 through February 29, 2012.

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

A

- C.68** AUTHORIZE the Tax Collector to discharge unsecured delinquent taxes totaling \$1,938,924 that are uncollectible due to bankruptcy of businesses assessed or death of taxpayer as per Revenue and Taxation Code section 2923, as recommended by the Treasurer-Tax Collector.

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

A

- C.69** ACCEPT report from the Transportation, Water and Infrastructure Committee on the Impacts of the Proposed Municipal Regional Permit; and AUTHORIZE the Chair, Board of Supervisors, to sign two comment letters regarding the Municipal Regional Permit addressed to the Regional Water Quality Control Board, as recommended by the Transportation, Water, and Infrastructure Committee, Countywide. (No fiscal impact)

Supervisor Piepho introduced the item and requested the two comment letters attached to the Board Order be replaced with a new letter combining the comments to be more succinct and prevent confusion, and to reflect an update to the budget number to represent the latest estimate on the projected budget deficit over the next fiscal year to be approximately \$49 million and to cite the source of the information, since the numbers have changed over time. She further requested the Board authorize a member of the Transportation, Water and Infrastructure Committee to testify at the May 13, 2009 Regional Board Meeting.

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

A

- C.70** APPROVE the Mt. Diablo Unified School District Parcel Tax Measure D Election Consolidation request for the May 19, 2009, Statewide Special Election. (No fiscal impact. 100% Reimbursement from MDUSD)

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

A

- C.71** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, and the Workforce Development Board to jointly submit the Workforce Investment Act Strategic Local Plan Modification for program year 2008-2009 to the State of California Employment Development Department and AUTHORIZE the Chair, Contra Costa County Board of Supervisors, to sign the Local Plan Modification.

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

A

- C.72** ACCEPT report from the Auditor-Controller on its financial audit activities during 2008 and the proposed schedule of financial audits for 2009, as recommended by the Internal Operations 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

A

- C.73** APPROVE the providers recommended by the Contra Costa Health Plan's Peer Review and Credentialing Committee at the February 17, 2009 meeting, 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

A

- C.74** AUTHORIZE the Conservation and Development Director, or designee, to put into effect the Federal Neighborhood Stabilization Program by designating developers and implementing activities to purchase, rehabilitate and sell vacant foreclosed properties, and authorizing the execution of project documents and related actions. (100% Federal Housing and Economic Recovery Act 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

A

- C.75** ADOPT Resolution No. 2009/115 designating six parcels on the east side of 3rd Street between Chesley Ave. and Grove St., North Richmond as a Unified Development Area; authorizing the Redevelopment Director to develop and circulate a request for proposal for redevelopment of the Unified Development Area to property owners and interested developers; and authorizing the Redevelopment Director to initiate property acquisition activities including appraisals, conditional purchase offers, and conditional purchase agreements for a residential mixed-use project referred to as Grove Point, as recommended by the County Redevelopment Director. (Budgeted 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

A

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.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours.

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

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913; 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	April 6, 2009		See above
Family & Human Services Committee	April 20, 2009		See above
Finance Committee	April 6, 2009		See above
Internal Operations Committee	April 20, 2009		See above
Legislation Committee	April 6, 2009		See above
Public Protection Committee	April 6, 2009		See above
Transportation, Water & Infrastructure Committee	April 20, 2009		See above

AD HOC COMMITTEE

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: Mary N. Piepho, District III Supervisor
Date: March 31, 2009

Subject: Declaring The Month Of April 2009 As Child Abuse Prevention Month

RECOMMENDATION(S):

N/A

FISCAL IMPACT:

N/A

BACKGROUND:

N/A

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: 03/31/2009



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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: 925-820-8683

cc:

ATTACHMENTS

Resolution No.
2009/110

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF DECLARING
THE MONTH OF APRIL 2009
AS CHILD ABUSE PREVENTION MONTH
IN CONTRA COSTA COUNTY

RESOLUTION NO. 2009/110

WHEREAS, Child Abuse Prevention Month has been observed since its first presidential proclamation in 1983; and

WHEREAS, Child abuse and neglect affects children of all ages, race, and income and is 100% preventable; and

WHEREAS, National statistics show that one in four girls and one in four boys will be maltreated before the age of 18 while children with disabilities are three to seven times more likely to suffer from child maltreatment than children without disabilities; and

WHEREAS, The rising numbers of reported child abuse cases are consequently cause for great concern and heightened need for increased protection and improved services for abused and neglected children; and

WHEREAS, Most experts believe that actual incidents of abuse outnumber the current statistics and their indications; and


WHEREAS, Programs offering help can positively impact a family at risk and early assistance is important for preventing abuse;

NOW, THEREFORE, BE IT RESOLVED THAT THE CONTRA COSTA COUNTY BOARD OF SUPERVISORS hereby declares April 2009 as Child Abuse Prevention Month and recognizes the efforts made by the Child Abuse Prevention Council and the Exchange Club of the San Ramon Valley and acknowledges both agencies for their hard work of preventing child abuse throughout Contra Costa County.



SUSAN A. BONILLA
Chair

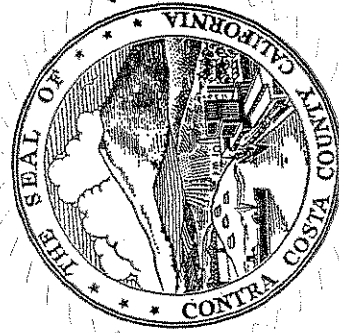
District IV Supervisor


JOHN GIOIA
District I Supervisor


MARY N. PIEPHO
District III Supervisor


GAYLE B. UTLKEMA
District II Supervisor


FEDERAL D. GLOVER
District V Supervisor



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

ATTESTED: March 31, 2009

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

By Katharine Sinclair, Deputy

Introduced by Supervisor Piepho

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

Adopted this Resolution on 03/31/2009 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2009/110

IN THE MATTER OF DECLARING THE MONTH OF APRIL 2009 AS CHILD ABUSE PREVENTION MONTH

WHEREAS, Child Abuse Prevention Month has been observed since its first presidential proclamation in 1983; and

WHEREAS, Child abuse and neglect affects children of all ages, race, and income and is 100% preventable; and

WHEREAS, National statistics show that one in four girls and one in four boys will be maltreated before the age of 18 while children with disabilities are three to seven times more likely to suffer from child maltreatment than children without disabilities; and

WHEREAS, The rising numbers of reported child abuse cases are consequently cause for great concern and heightened need for increased protection and improved services for abused and neglected children; and

WHEREAS, Most experts believe that actual incidents of abuse outnumbers the current statistics and their indications; and

WHEREAS, Programs offering help can positively impact a family at risk and early assistance is important for preventing abuse; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CONTRA COSTA COUNTY BOARD OF SUPERVISORS hereby declares April 2009 as Child Abuse Prevention Month and recognizes the efforts made by the Child Abuse Prevention Council and acknowledges their hard work of preventing child abuse throughout Contra Costa County.

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

ATTESTED: March 31, 2009

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

Contact: 925-820-8683

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Mary N. Piepho, District III Supervisor
Date: March 31, 2009

Subject: In The Matter of Proclaiming March 2009 American Red Cross Month

RECOMMENDATION(S):

N/A

FISCAL IMPACT:

N/A

BACKGROUND:

N/A



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **03/31/2009**



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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: 925-820-8683

cc:

ATTACHMENTS

Resolution No.
2009/109

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF PROCLAIMING MARCH 2009 AS AMERICAN RED CROSS MONTH IN CONTRA COSTA COUNTY

RESOLUTION NO. 2009/109

WHEREAS, American Red Cross of Contra Costa County was founded in 1898; and

WHEREAS, American Red Cross is a leading voluntary agency, chartered and authorized by Congress to act in times of need, providing compassionate assistance to people afflicted by personal, local or national disasters; and

WHEREAS, American Red Cross of Contra Costa County has helped over 1,050 families with temporary housing, clothing, food and mental health counseling during 500 local disasters last year alone; and

WHEREAS, American Red Cross Volunteers responded to approximately 500 local emergencies this year, providing food, clothing, shelter and mental health support; and


WHEREAS, People have counted on American Red Cross for the information and skills they need to assure safety at home, work, school and at play. Last year, the American Red Cross Bay Area trained over 10,000 people in lifesaving CPR, First Aid, and water safety; and


WHEREAS, American Red Cross program Prepare Bay Area and community preparedness programs have trained almost 358,000 citizens in various safety measures; and

WHEREAS, American Red Cross staff deploy with the U.S. military to provide emergency communications, counseling, financial assistance and a caring presence to over 1,500 local military families; and

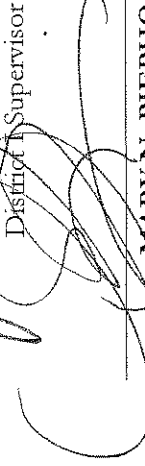
WHEREAS, American Red Cross Blood Services have supported 31 Bay Area hospitals, providing them with more than 134,000 units of red cells, platelets and plasma to patients in need;


NOW, THEREFORE, **BE IT RESOLVED** that the Contra Costa County Board of Supervisors hereby proclaims March 2009 as American Red Cross Month in Contra Costa County and encourages all residents to be cognizant of the compassion, courage, character, and civic duty that is inherent in the Red Cross mission to prevent and relieve human suffering.

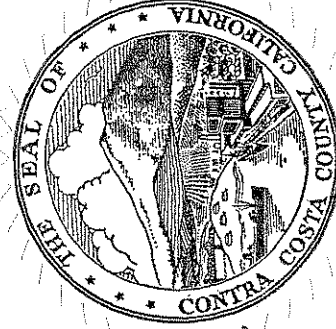

JOHN GIOIA
District I Supervisor


SUSAN A. BONILLA
Chair
District IV Supervisor


GAYLE B. CILKEMA
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: MARCH 31, 2009

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

By  Katherine Sinclair, Deputy

Introduced by Supervisor Piepho

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

Adopted this Resolution on 03/31/2009 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2009/109

PROCLAIMING MARCH 2009 AS AMERICAN RED CROSS MONTH

WHEREAS, American Red Cross of Contra Costa County was founded in 1898; and

WHEREAS, American Red Cross is a leading voluntary agency, chartered and authorized by Congress to act in times of need, providing compassionate assistance to people afflicted by personal, local or national disasters; and

WHEREAS, American Red Cross of Contra Costa County has helped over 1,050 families with temporary housing, clothing, food and mental health counseling during 500 local disasters last year alone; and

WHEREAS, American Red Cross Volunteers responded to approximately 500 local emergencies this year, providing food, clothing, shelter and mental health support; and

WHEREAS, People have counted on American Red Cross for the information and skills they need to assure safety at home, work, school and at play. Last year, the American Red Cross Bay Area trained over 10,000 people in lifesaving CPR, First Aid, and water safety; and

WHEREAS, American Red Cross program Prepare Bay Area and community preparedness programs have trained almost 358,000 citizens in various safety measures; and

WHEREAS, American Red Cross staff deploy with the U.S. military to provide emergency communications, counseling, financial assistance and a caring presence to over 1,500 local military families; and

WHEREAS, American Red Cross Blood Services have supported 31 Bay Area hospitals, providing them with more than 134,000 units of red cells, platelets and plasma to patients in need; 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.

Contact: 925-820-8683

ATTESTED: March 31, 2009

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

By: , Deputy

cc:

that the Contra Costa County Board of Supervisors hereby proclaims March 2009 as American Red Cross Month in Contra Costa County and encourages all residents to be cognizant of the compassion, courage, character, and civic duty that is inherent in the Red Cross mission to prevent and relieve human suffering.



Contra
Costa
County

To: Board of Supervisors
From: Jason Crapo, County Building Official
Date: March 31, 2009

Subject: Diffenderfer appeal of Abatement Posting

RECOMMENDATION(S):

OPEN the hearing on the appeal of the Notice and Order to Abate a public nuisance on the real property located at 1814 Taylor Road, Bethel Island, California in Contra Costa County (APN: 028-110-003). RECEIVE and CONSIDER oral and written testimony and other evidence from the county abatement officer, the property owners, other interested persons; and CLOSE the hearing.

FIND that the facts set forth below are true.

AFFIRM the county abatement officer's determination in the Notice and Order to Abate by finding that a substandard residential structure, built on the levee and over the adjacent waterway, with deteriorated/inadequate piers, pilings, floor support members and vertical supports that lean and/or list due to deterioration on the above-referenced real property is a public nuisance in violation of Contra Costa County Ordinance Code sections 712-2.004, 712-4.006, 712-4.014 and Uniform Housing Code section 1001.3.

ORDER the property owners to abate the public nuisance by removing the substandard residential structure from the property within 45 days of the mailing of the Board decision.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☐ APPROVED AS RECOMMENDED ☒ OTHER

Clerks Notes: CONTINUED to April 7, 2009

VOTE OF SUPERVISORS

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

ATTESTED: March 31, 2009

Contact: R. Erickson
(6-8846)

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

By: Katherine Sinclair, Deputy

cc:

RECOMMENDATION(S): (CONT'D)

DIRECT the county abatement officer to remove the substandard structure from the property, and charge the cost of the work and all administrative cost to the property owners, if the property owner does not comply with the Board's order to abate the public nuisance.

DIRECT the county abatement officer to send the Board's decision by first class mail to the property owners and to each party appearing at this hearing, and to file the Board's decision with the Clerk of the Board of Supervisors.

FISCAL IMPACT:

The Cost of removing the substandard structure from the property is estimated to be \$17,500.00. If the county abatement officer performs the work of abatement and the property owner does not pay, the actual cost of the work and all administrative costs may be imposed as a lien on the property after notice and a hearing, and may be collected as an assessment against the property.

BACKGROUND:

The Department of Conservation and Development received a complaint that the structure in question moves (sways) during storms. Inspection of the structure revealed extensive rot and deterioration of the piers that provide structural support. The structure can be moved by pushing against the side. Due to the danger created by the poor structural condition of the building, a "yellow tag" notice was placed on structure on August 20, 2008 to limit entry and provide notice of the risks associated with entrance.

Following the County's standard process in such circumstances, on August 26, 2008, the owner was issued a Notice to Comply (NTC) requesting removal of the structure or submittal of an application for a building permit to correct the deficiencies. To obtain such a permit, the owner would be required to address several conflicts with land use restrictions, including the inconsistency of a second residential structure on an F-1 zoned parcel and restrictions on building into a navigable waterway. Furthermore, the required structural improvements would require construction on a levee managed by the Bethel Island Municipal Improvement District (BIMID), which has indicated it would be disinclined to approve an application to repair the structure because areas of the levee under the residence could not be accessed for repairs or improvements.

After the owner failed to comply with the requirements of the initial NTC within the specified time period, a second NTC was sent to the property owner detailing the submittal and approval requirements for correcting the deficiencies on the property. Following failure of the owner to comply with the second NTC, staff proceeded with the standard noticing process by posting a Notice of Intent to Record (NOI) and sample Notice of Pending Nuisance Abatement (NPA) on November 20, 2008. The recorded NPA was posted on December 17, 2008. An Abatement Order was posted on February 18, 2008.

To date, the property owners have not submitted any requested information for bringing the structure into code compliance.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: March 31, 2009

Subject: TRANSFER OF COURT FACILITIES TO STATE OF CALIFORNIA PURSUANT TO TRIAL COURT
FACILITIES ACT OF 2002 (SB 1732) (T00030)

RECOMMENDATION(S):

1. REVIEW and CONSIDER the attached initial studies and Notices of Exemption for the proposed projects, and FIND that the proposed projects are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment;
2. APPROVE a transfer agreement substantially in the form of the attached Transfer Agreement Between the Judicial Council of California, Administrative Office of the Courts, and the County of Contra Costa for the Transfer of Responsibility for Court Facility with respect to the following property: 100 38th Street, Richmond, CA (storage space in County Health Center);
3. APPROVE a transfer agreement substantially in the form of the attached Transfer Agreement Between the Judicial Council of California, Administrative Office of the Courts, and the County of Contra Costa for the Transfer of Responsibility and Transfer of Title for Court Facility, and a joint occupancy agreement substantially in the form of the attached Joint Occupancy Agreement Between the Judicial Council of California, Administrative Office of the Courts, and the County of Contra Costa, with respect to the following property: 100 37th Street, Richmond, CA (Richmond Bay District Court);
- 4.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: Julie Enea (925)
335-1077

RECOMMENDATION(S): (CONT'D)

AUTHORIZE the Chair, Board of Supervisors, or designee, to EXECUTE the Transfer Agreements and the Joint Occupancy Agreement, substantially in the form of the attached Transfer Agreements and Joint Occupancy Agreement, and such deeds, easements, licenses and other documents as may be necessary to accomplish the approved actions so long as their terms are consistent with the approved actions, in each case upon recommendation of the General Services Director and approval as to form by County Counsel.

- DIRECT the Director of Conservation and Development, or designee, to file the Notices of Exemption with the County Clerk, DIRECT the Director of General Services, or designee, to arrange for the payment of the handling fees to the Department of Conservation and Development and County Clerk for filing of the Notices of Exemption.

FISCAL IMPACT:

The transfers of title and responsibility for the County facilities under the various documents will relieve the County of the ongoing obligation to provide the Court with necessary and suitable facilities, except for certain bond-related and seismic liabilities described below. The County is obligated, however, to make projected annual "County Facilities Payments" or "CFPs" of approximately \$257,911 in perpetuity, as discussed below. These payments are equal approximately to the current year County costs to maintain the transferred facilities, including staff and contract services costs for preventive and major maintenance, utilities, and insurance.

A Joint Occupancy Agreement (JOA) has been negotiated to assign responsibility for the Richmond Bay District Court building where both Court and County departments are occupants. Under the JOA each party is responsible for maintenance of its exclusive space. The cost of maintaining common areas in this building will be split proportionally based on occupancy. Management of the common areas in this building will be the responsibility of the State as the owner of the building, subject to reimbursement from the County. The JOA will therefore require increased coordination between the County and Court for budgeting, billing preparation/review, and agreement on major maintenance and renovation projects. The financial impact of the JOA has not yet been determined.

Although the County Health Center located at 100 38th Street in Richmond is also a shared building, the Court use is limited to a small amount of storage space. Therefore, the transfer agreement for this facility includes a delegation of authority from the State to the Court for maintenance of the Court's exclusive space. So long as the delegation remains in place, the County is relieved of the obligation to pay the annual CFP (approximately \$23,000) for this facility.

Funding for the anticipated CFPs has been included in the FY 2008-2009 County budget.

BACKGROUND:

Beginning with the Lockyer-Isenberg Trial Court Funding Act in 1997, the State passed a succession of legislation to move funding and control of Court operations from counties to the California Judicial Council. The Trial Court Facilities Act of 2002, codified under Government Code sections 70301 et seq., addressed transfer of responsibility for "court facilities" (defined by the Act to include court rooms, judges chambers, administrative support areas, building operating systems, holding cells, common and connecting spaces, parking, and the grounds appurtenant to court buildings) by authorizing the State of California, through the Judicial Council (acting through its staff agency, the Administrative Office of the Courts (AOC)), to assume responsibility for these facilities throughout the State. "Responsibility for facilities" is defined in the Act as the obligation of providing, operating, maintaining, altering and renovating a building that contains court facilities. Under the Act, transfer of court facilities must occur prior to December 31, 2009; however, County Facilities Payments required under the Act are subject to penalties (additional inflators) if the transfer documents are executed after December 31, 2008, and higher penalties if the transfer documents are executed after March 31, 2009.

Following Board approval on December 16, 2008, the County transferred 11 of its remaining 14 court facilities. At this time, staff seeks the Board's approval and authorization to complete the transfers of 2 of the remaining 3 court facilities.

County Facilities Payment

Commencing upon the transfer of court facilities, Government Code section 70353 requires counties to continue to provide the State with operations and maintenance funding at historic levels, known as “County Facilities Payments” or “CFPs.” The Act specifies the methodology for calculating the CFPs based on expenditures during the five year period from Fiscal Years 1995-1996 to 1999-2000, adjusted for inflation until the date of transfer, at which time it becomes fixed. These facilities expenditures included labor, materials, and contract costs for maintenance, utilities, insurance and major maintenance repairs and renovations. CFPs were calculated as prescribed and have been transmitted to the AOC. Final approval of the calculations by the State Department of Finance (DOF) is anticipated but has not yet been received for all of the remaining facilities. If approved without changes, total CFP support to the State for the 2 facilities to be transferred will be approximately \$257,911 annually.

Benefit to the County

The advantage to the County from completing transfers of court facilities is that the County is relieved of any further responsibility for providing, operating, maintaining, altering and renovating “necessary and suitable” court facilities. This relieves the County of any future obligation to repair, upgrade or replace older existing court facilities. Upon transfer of responsibility these costs will be the sole responsibility of the State, subject to the CFPs and certain liabilities that the Act requires the County to retain (described below).

Under the Act, CFPs will not increase above the current amount and the County’s obligation is fixed.

Seismic

As originally enacted, the Act prohibited transfer of court facilities in a building having a seismic safety rating of Level V under the State’s Seismic Risk Table (SRL-V) absent certain additional concessions. There is one SRL-V building containing court facilities being transferred: Richmond Bay District Court. There were two SRL-V buildings containing court facilities that were transferred this past December: Wakefield Taylor and Walnut Creek/Danville District Courthouse. Recognizing the impracticality of this provision, SB 10 (2006) amended the Act to allow transfer of court facilities in SRL-V buildings provided the County retains all liabilities for seismic-related property loss, injury or death, until relieved of those obligations by the occurrence of certain events set forth in the Act. Consequently, in order to transfer the court facilities in SRL-V buildings, the transfer document before you today requires the County to defend, indemnify and hold harmless the State from any losses and liabilities arising from a seismic event. This same provision was included in the transfer documents for the two SRL-V buildings approved by the Board in December.

Under the Act, the County must retain these liabilities for either (a) 35 years, or until (b) repair, retrofit or replacement of the building raises its seismic-safety rating to level IV or better; or (c) the facilities are no longer used as court facilities; or (d) the County and the Judicial Council agree on a method to address the seismic issue such that the State does not have a financial burden greater than it would have had if the transferred facility had a Level IV rating or better. The latter method, an agreement putting the State in the same financial position it would have been in if the transferred facility had a Level IV or better rating, is available to the County and the AOC until December 2009 and requires DOF approval.

Facilities Proposed for Transfer of Responsibility

The County intends to transfer responsibility for all court facilities in current use within the County. The recommended actions allow for the transfer of responsibility of 2 of the 3 remaining court facilities in the County, which are located at: 100 37th Street, Richmond, CA (Richmond Bay District Court), and 100 38th Street,

Richmond, CA (archival and storage facility in the Richmond Health Center). The one court facility that will remain to be transferred is the Family Law Center located at 751 Pine Street, Martinez. "Transfer of Responsibility" is the critical step in relieving the County of its current obligation to provide, operate, maintain, renovate and replace necessary and suitable trial court facilities.

Under the Act, a County must transfer title (as well as responsibility) to those buildings that are occupied 100% by the Court, and can transfer title and responsibility to those buildings in which the Court is the majority occupant. The Court is not the sole occupant in any of the facilities being transferred. However, the Court is a substantial majority occupant in one facility proposed for transfer of title: Richmond Bay District Court. The County will retain its current occupancy in this building under the type of joint occupancy agreement discussed below.

Transfers of title to the State must be approved by the California Public Works Board (PWB). The AOC has advised that the PWB approval process could take several months in light of the number of court facility transfers that will flood the system on or about March 31, 2009. The County will continue to maintain property insurance during the interim period between the transfer of responsibility and the transfer of actual title, with the State reimbursing the County for a pro rata share of the premiums based on its occupancy.

Joint Occupancy Agreements (JOA)

A Joint Occupancy Agreement has been negotiated and prepared for each building and campus (where applicable) in which the County and the State will share occupancy. These agreements were created to establish the respective rights and responsibilities of the State and County. Specifically, JOAs reflect the role of each party with regard to exclusive use areas, common areas, managing party and contributing party responsibilities, cost allocation methodology for common area maintenance and repairs, central plant operations, security, emergency response, liability allocation and dispute resolution. The County will be the managing party of the Richmond Health Center and the AOC will be the managing party of the Richmond Bay District Court.

Post-Transfer Liabilities

In addition to the seismic liability retention, and the CFP and debt retirement obligations, the County will have additional post-transfer liabilities that are reflected in the transfer documents. Most notable among those are the following:

- Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. sections 9601, et seq. (CERCLA). CERCLA is a body of federal law allocating responsibilities for costs associated with the clean-up of hazardous material released into the environment. The Act requires, as a condition of court transfers, that the County defend, indemnify and hold harmless the State from any post-transfer CERCLA liability imposed on the State that arises out of conditions existing on the properties at the time of transfer, whether or not known to the County.
- Third-Party Liabilities and Personal Property Losses. In shared-use buildings and campuses, each party bears 100% liability for damages and losses occurring in their exclusive-use areas, except to the extent the loss results from the negligence or willful misconduct of an employee of the other party. Liabilities for damages and losses occurring in the common areas are borne proportionally in relation to each party's share of building occupancy. (As noted above, these sharing concepts are not applicable to seismic events during the requisite period.)
- Property Casualties. Property casualties, other than those resulting from seismic events (explained above), are borne by the parties in relation to their share of occupancy. The parties will share the cost of premiums and deductibles, and any uninsured loss in relation to their share of occupancy.

Transition Schedule

Execution of the remaining transfer agreements prior to March 31, 2009 will allow the parties to meet the requirements of the Act and avoid additional CFP inflators. Additional actions are required to complete the

transfer of titles and transition of responsibilities to the AOC.

The key milestones for this transition to occur are: (1) approval of the CFPs by the State Department of Finance; (2) submission of fully executed Transfer Agreements and JOA to the Administrative Office of the Courts; (3) AOC submission of title transfers to PWB; (4) approval of the transfers by PWB; (5) record documents; (6) finalize schedule with State for handover of properties to the Facility Management Unit of the Judicial Council; (7) transfer maintenance documents, records and control codes; (8) complete turnover checklist activities, including coordination meetings, walk-throughs, and assignment of contracts; (9) establish procedures and protocols for communicating among maintenance staff, billing reviews, emergency call-out, etc.

Actual handover of responsibilities for the properties will likely be phased in over a period of time to provide the State time to initiate maintenance contracts, train staff on the buildings, review operations and maintenance documentation, and coordinate activities with County staff.

Environmental Statement

As outlined above, the County proposes to transfer responsibility for, and in some cases title to, trial court facilities currently operating within the County to the State through the Judicial Council. The proposed action involves only a change in responsibility for operations of these existing public facilities with no change in the use or occupancy. As determined by the initial studies, it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. Therefore, staff recommends that the Board find that the proposed transfers are categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the projects (the transfer of trial court facilities to the State with no change in use or occupancy of the facilities) may have a significant effect on the environment.

CONSEQUENCE OF NEGATIVE ACTION:

If the transfer agreements are not approved by March 31, 2009, the annual CFPs that the County must pay will be subject to additional CFP inflators of approximately \$21,224 per year. If the transfer agreements are not approved by December 31, 2009, the County will be unable to comply with the requirements of SB 1732 that require Counties to transfer responsibilities for all Court facilities by December 31, 2009.

ATTACHMENTS

Richmond Courthouse Initial Study

Richmond Health Ctr Initial Study

Richmond Courthouse Transfer

Richmond Courthouse JOA

Richmond Health Center Transfer

Community Development Department

County Administration Building
651 Pine Street
Fourth Floor, North Wing
Martinez, California 94553-1229

Phone: (925) 335-1210

County File # CP 07-40
General Services Department
Attention: Dick R. Awenius

Dear Applicant:

The Contra Costa County Community Development Department has completed an initial study of the environmental significance of the project represented by your pending application bearing County File Number **CP 07-40**. In conformance with Contra Costa County Guidelines for implementing the California Environmental Quality Act of 1970 (CEQA), it has been determined that your project will not have a significant effect on the environment. Your project falls within the following category:

☐ **AN ENVIRONMENTAL IMPACT REPORT (EIR) IS NOT REQUIRED.**

- ☒ The project is categorically exempt (Class 15061 (b) (3))
- ☐ The CEQA requirements are accommodated by the EIR previously prepared for _____.
- ☐ A statement that an EIR is not required (Negative Declaration of Environmental Significance has been filed by the Community Development Department (unless appealed).
- ☐ Other: General Rule of Applicability

☐ **AN ENVIRONMENTAL IMPACT REPORT (EIR) IS REQUIRED.**

- ☐ The complexity of your project requires your submission of additional special reports or information (as outlined on the attached sheet) (which will be outlined in a forthcoming letter).
- ☐ A consultant will be hired to prepare the environmental impact report. This procedure is explained on the attached sheet.

Preparation of the EIR cannot be started until the fee and additional information requested is received by the Community Development Department.

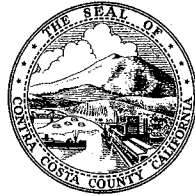
If you have questions concerning this determination or desire additional information relative to environmental impact report regulations, please call (925) 335-1210 and ask for **Catherine Kutsuris**.

Sincerely yours

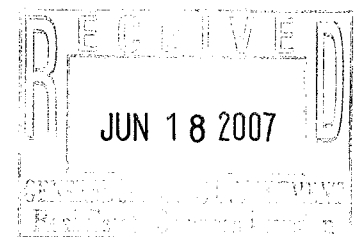
Dennis M. Barry, AICP
Community Development Director

By: Joyce Ring-Reaves

100 335-1210, R. R. R.
Dennis M. Barry, AICP
Community Development Director



June 15, 2007



**COMMUNITY DEVELOPMENT DEPARTMENT
CONTRA COSTA COUNTY**

DATE: June 15, 2007

TO: Dick R. Awenius
General Services Department

FROM: Dennis M. Barry, AICP, Community Development Director
By: Catherine Kutsuris, CEQA Coordinator
Via : Joyce Ring-Reaves

SUBJECT: CEQA REVIEW, PROJECT # CP 07-40, Transfer of the County's Title to the Richmond Superior Court Facility, 100 37th Street, Richmond, California

Attached are the following environmental documents relative to the above-referenced project which have been reviewed by the Community Development Department. Please review the documents to determine if there are any posting periods and/or hearings required before the Board of Supervisors can take action on the project. These documents should be kept in the project file for future reference.

- (Y) Initial Study of Environmental Significance.
- () **Copy of the Notice of Exemption (w/receipt). (The original is: ____ on file in Community Development Department; on file with the County Clerk; ____ being returned for filing in project file.)**
- () Copy of the Notice of Determination. (The original is: ____ on file in Community Development Department; ____ on file with the County Clerk; ____ being returned for filing in project file.)
- () Notice of Negative Declaration - including mail out list.
- () Draft EIR.
- (Y) Mandatory Referral.
- () Proof of Publication
- (Y) Letter of CEQA determination
- () Comments:
- (Y) **TWO COPIES OF THE NOTICE OF EXEMPTION/DETERMINATION ARE ATTACHED. WHEN YOU HAVE SCHEDULED THIS ITEM WITH THE BOARD, PLEASE SEND ONE COPY BACK TO ME WITH A NOTE STATING THE DATE THE BOARD OF SUPERVISORS IS TO HEAR THE ITEM.**

When the Board of Supervisors takes action on the project, it must "review" and "consider" the environmental impact report or negative declaration, together with any comments received during the public review process. They must then adopt the environmental document before approving the project. You must, therefore, provide copies for each member of the Board of the respective environmental impact report, notice of negative declaration, or the notice of exemption, along with any comments received during the review period. They must review and consider these items before approving the project. If they do not physically have the documents, they cannot consider them.

In the case of projects which are exempt from CEQA, the Board Order should concur in the determination that the project is categorically exempt, and direct the filing of the Notice of Exemption.

PLEASE NOTIFY US, WITHIN 2 DAYS OF THE BOARD HEARING ON THIS PROJECT, WHAT ACTION THE BOARD TOOK SO THAT WE CAN INITIATE THE FILING OF THE NOTICE OF EXEMPTION OR NOTICE OF DETERMINATION WITH THE COUNTY CLERK. THE FILING OF THESE NOTICES STARTS THE STATUTE OF LIMITATIONS ON COURT CHALLENGES TO THE APPROVAL UNDER CEQA. HENCE, THE FILING OF THESE NOTICES ARE IMPORTANT SINCE IT LIMITS THE COUNTY'S LIABILITY.

If you have any questions concerning the above documents or the CEQA process, please contact Catherine Kutsuris at 335-1210.



CONTRA COSTA COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
651 Pine Street, N. Wing - 4th Floor
Martinez, CA 94553
Telephone: 335-1210 Fax: 335-1222

TO: Development Engineer/Architect

DATE: 5-24-07

FROM: Patrick Roche, Advance Planning *P. Roche*

SUBJECT: **MANDATORY REFERRAL FOR GENERAL PLAN CONFORMANCE**

Community Development staff has reviewed the attached project, CP 07-40 to determine if mandatory referral for General Plan Conformance, as required by Section 65402 of the Government Code, is necessary.

The project needs no further mandatory referral clearance from County staff subject to the following actions:

- (X) This project has been determined to be exempt from 65402 review.
- () This project has been determined to be exempt from 65402 review in accordance with the Board of Supervisors Resolution 81/522 because the project involves a road alignment project of a minor nature.

~~(X)~~ The project site is located within the City of Richmond and should be referred to the City for 65402 review. *Per Pat Roche on 11-13-08 65402 review was not required.*

- () The project site is located within the City of Richmond. Our Department does not review projects for General Plan Conformance (refer to Government Code Section 65402) that are located within a City.
- () Community Development staff makes the following attached recommendation which should be incorporated into the staff report on this matter.

The project needs mandatory referral and County staff will process this project in the following manner:

- () 65402 review is required. Community Development staff will carry this matter before the appropriate Planning Commission.
- () 65402 review must be withheld until completion of an Environmental Impact Report on this project.
- () Other procedures.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

Contra Costa County Community Development Department
651 Pine Street, 4th Floor - North Wing, McBrien Administration Building
Martinez, CA 94553-0095

Telephone: (925) 313-7250

Contact Person: Dick R. Awenius

Project Description, Common Name (if any) and Location: CP# 07-40

This project consists of transferring the County's title to the Richmond Superior Court Facility located at 100 37th St., Richmond to the AOC, as described below.

This project is exempt from **CEQA** as a: [check which ever one applies]

- | | |
|--|---|
| <input type="checkbox"/> Ministerial Project (Sec. 15268) | <input type="checkbox"/> Other Statutory Exemption, Section |
| <input type="checkbox"/> Declared Emergency (Sec. 15269(a)) | <input type="checkbox"/> General Rule of Applicability (Section) |
| <input type="checkbox"/> Emergency Project (Sec. 15269(b) or (c)) | |
| <input checked="" type="checkbox"/> Categorical Exemption, Class Section 15061(b)(3) | |

for the following reason(s): It can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

The Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233, provides for the transfer and primary obligation for funding of court operations from the counties to the State. The Trial Court Facilities Act of 2002 was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to The Judicial Council of California, Administrative Office of the Courts (AOC). The property located at 100 37th Street, Richmond (Property), and the building thereon (Building), is owned by Contra Costa County. This project consists of transferring the County's title to a portion of the Property, and to the Building, to the AOC, in accordance with the above Acts.

Date: _____

By: _____
Community Development Department Representative

AFFIDAVIT OF FILING AND POSTING

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

Signature

Title

Applicant:

County General Services Department
Attention: Dick R. Awenius
1220 Morello Avenue, Suite 100
Martinez, CA 94553-4711

County Clerk Fee \$50 Due

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

Contra Costa County Community Development Department
651 Pine Street, 4th Floor - North Wing, McBrien Administration Building
Martinez, CA 94553-0095

Telephone: (925) 313-7250

Contact Person: Dick R. Awenius

Project Description, Common Name (if any) and Location: CP# 07-40

This project consists of transferring the County's title to the Richmond Superior Court Facility located at 100 37th St., Richmond to the AOC, as described below.

This project is exempt from **CEQA** as a: [check which ever one applies]

- | | |
|--|---|
| <input type="checkbox"/> Ministerial Project (Sec. 15268) | <input type="checkbox"/> Other Statutory Exemption, Section |
| <input type="checkbox"/> Declared Emergency (Sec. 15269(a)) | <input type="checkbox"/> General Rule of Applicability (Section) |
| <input type="checkbox"/> Emergency Project (Sec. 15269(b) or (c)) | |
| <input checked="" type="checkbox"/> Categorical Exemption, Class Section 15061(b)(3) | |

for the following reason(s): It can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

The Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233, provides for the transfer and primary obligation for funding of court operations from the counties to the State. The Trial Court Facilities Act of 2002 was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to The Judicial Council of California, Administrative Office of the Courts (AOC). The property located at 100 37th Street, Richmond (Property), and the building thereon (Building), is owned by Contra Costa County. This project consists of transferring the County's title to a portion of the Property, and to the Building, to the AOC, in accordance with the above Acts.

Date: _____

By: _____
Community Development Department Representative

AFFIDAVIT OF FILING AND POSTING

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

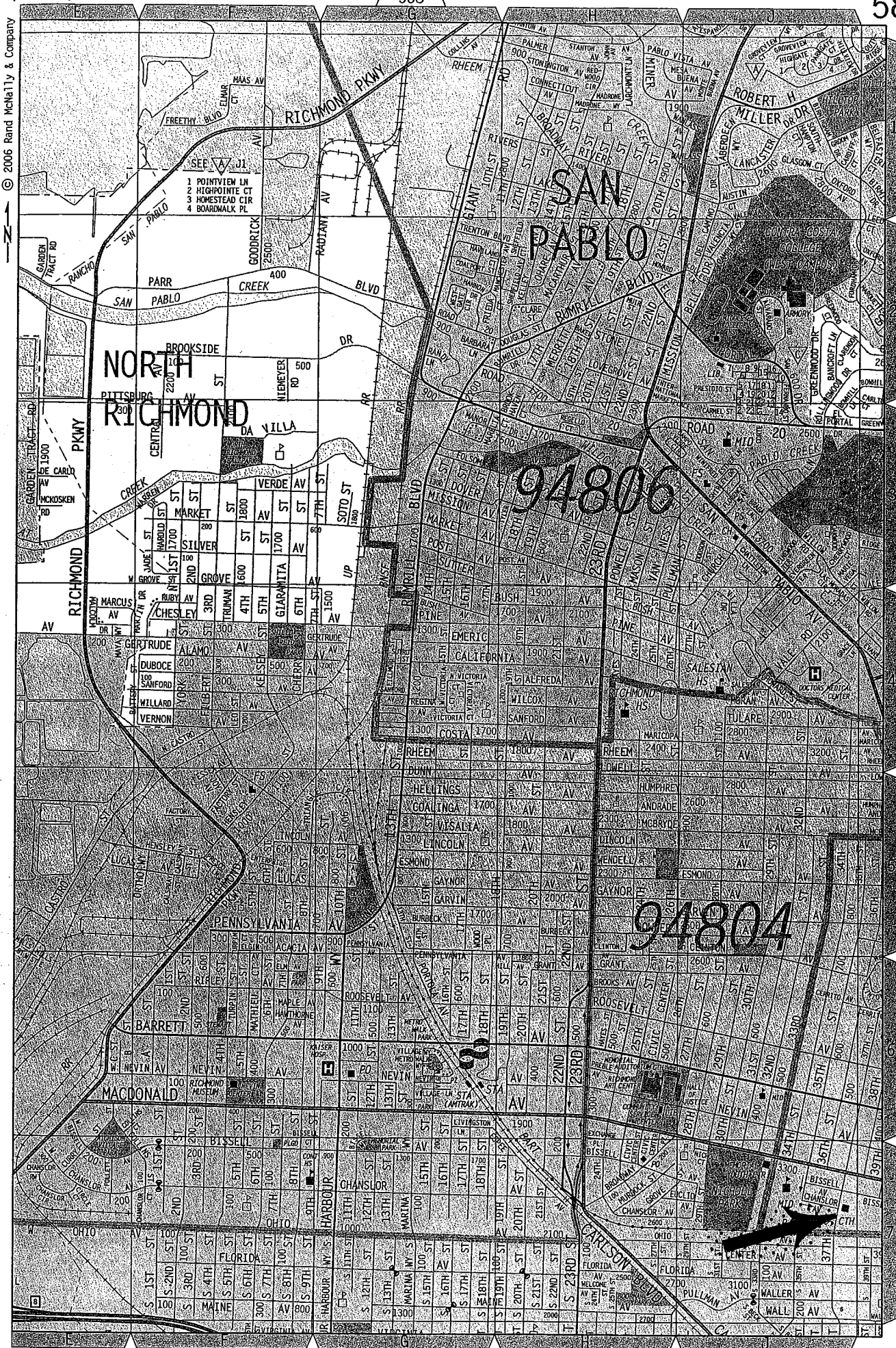
Signature

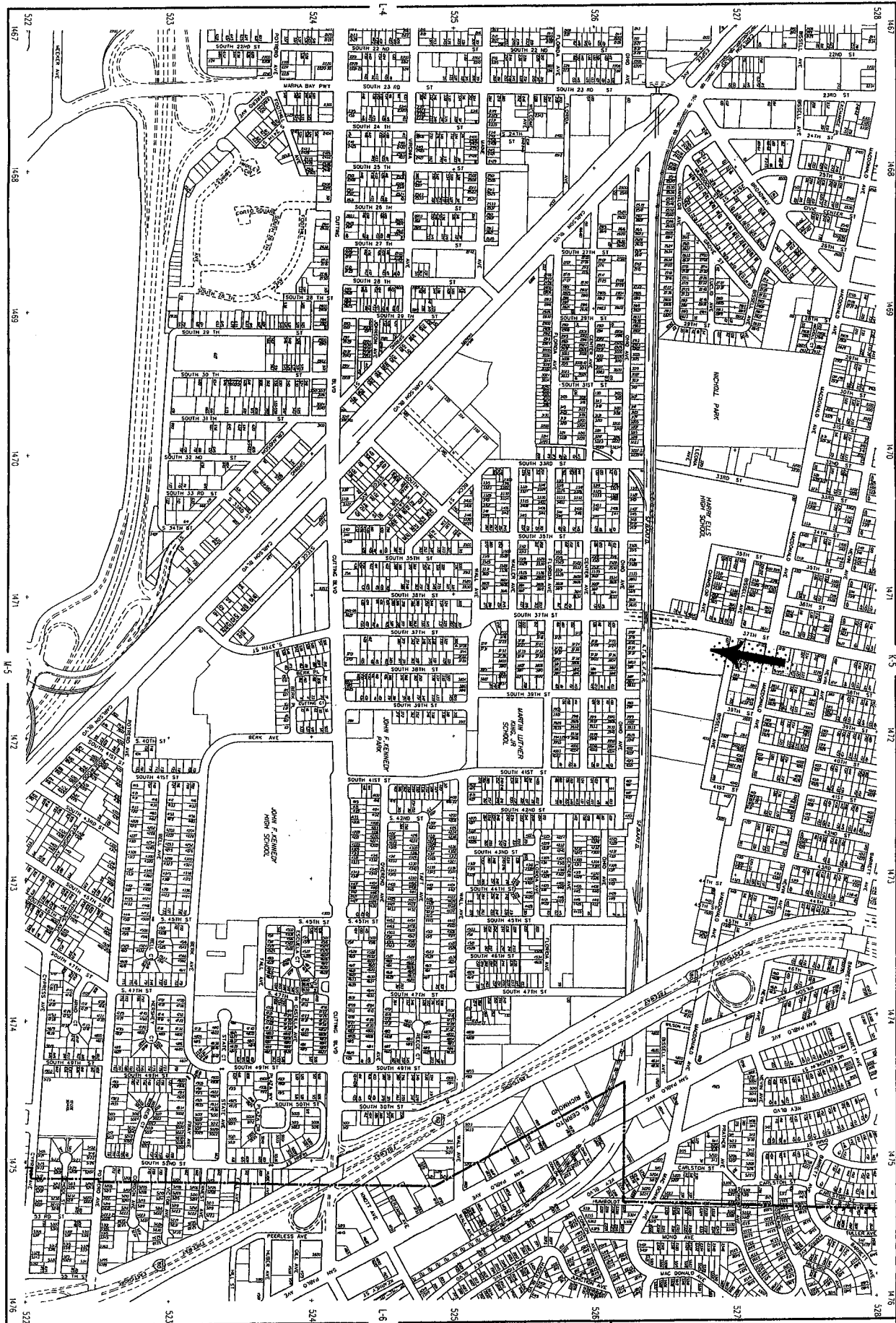
Title

Applicant:

County General Services Department
Attention: Dick R. Awenius
1220 Morello Avenue, Suite 100
Martinez, CA 94553-4711

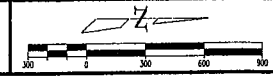
County Clerk Fee \$50 Due





1467-522
L-5

**Contra Costa County
Public Works Dept.**



Copyright and Disclaimer
This map is a product of Contra Costa County's Computerized Mapping Services (CMS) Program. For further information about membership or other CMS products, contact the CMS Manager 507-215-2151.
This map contains copyrighted information. Reproduction or any portion of this map is an infringement of copyright law. Users of this map agree to read and accept Contra Costa County's disclaimer of liability and warranties provided herein.
FIGURES 105-501
Version 105-501

Initial Study

OF ENVIRONMENTAL SIGNIFICANCE



File # CP 07-40 (WH197R)

Project Name: Transfer of the County's Title to the Richmond
Superior Court Facility, 100 37th Street,
Richmond, California

General Services Department
1220 Morello Avenue, Suite 100
Martinez, California 94553-4711
Telephone: (925) 313-7250

Prepared by Dick R. Awenius

Date May 22, 2007

Reviewed by [Signature]

Date 6-15-07

RECOMMENDATIONS:

- | | | |
|--|--|--------------------------------|
| <input checked="" type="checkbox"/> Categorical Exemption
(Class 15061 (b) (3)) | <input type="checkbox"/> Environment Impact
Report Required | <input type="checkbox"/> Other |
| <input type="checkbox"/> Conditional Neg.
Declaration | <input type="checkbox"/> Negative Declaration | |

The Project Will Not Have A Significant Effect On The Environment

The recommendation is based on the following (List all items identified as significant):

The Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233, provides for the transfer and primary obligation for funding of court operations from the counties to the State. The Trial Court Facilities Act of 2002 was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to The Judicial Council of California, Administrative Office of the Courts (AOC). The property located at 100 37th Street, Richmond (Property), and the building thereon (Building), is owned by Contra Costa County. This project consists of transferring the County's title to a portion of the Property, and the Building, to the AOC, in accordance with the above Acts.

What Changes To The Project Would Mitigate The Identified Impacts (List mitigation measures for any significant impacts and Conditional Negative Declaration).

None

USGS Quad Sheet I

Base Map Sheet # L-5

Parcel # 517-340-002

GENERAL CONSIDERATIONS:

- Location:
100 37th Street, Richmond
- Project Description:
This project consists of transferring the County's title to a portion of the property located at 100 37th St., Richmond to the AOC, as described above.
- Does it appear that any feature of the project will generate significant public concern? (Nature of concern):
☐ yes ☒ no ☐ maybe
- Will the project require approval or permits by other than a County agency? Agency Name(s):
☐ yes ☒ no
- Is the project within the Sphere of Influence of any city? (Name) Richmond

**DETERMINATION THAT AN ACTIVITY
IS EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

FILE NO.: WH197R CP NO.: 07-40

ACTIVITY NAME: 100 37th St., Richmond

DATE: May 22, 2007

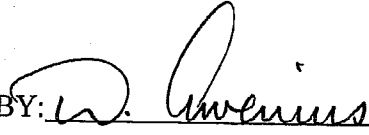
PREPARED BY: Dick R. Awenius

This activity is not subject to the California Environmental Quality Act (CEQA) pursuant to article 5, Section 15061 (b)(3) of the CEQA Guidelines.

It can be seen with certainty that there is no possibility that the activity may have a significant adverse effect on the environment.

DESCRIPTION OF THE ACTIVITY: This project consists of transferring the County's title to the Richmond Superior Court Facility to The Judicial Council of California, Administrative Office of the Courts.

LOCATION: 100 37th St., Richmond

REVIEWED BY: 

DATE: 5-24-07

APPROVED BY: 
Community Development Representative

DATE: 6-15-07

[illegible]

MAP SYMBOLS

ANTIOCH	recreate area
Alone	water-pole area
~~~~~	footway and map road
-----	road road and street
- - - - -	boundary and old area rapid treatment

FIGURE 1

Department of
Conservation &
Development

Community Development Division

County Administration Building
651 Pine Street
North Wing, Fourth Floor
Martinez, CA 94553-1229

Phone: (925) 335-1210

County File # CP08-77
General Services Department
Attention: Steven B. Van Horn, Senior Real Property Agent

Dear Applicant:

The Contra Costa County Department of Conservation and Development Division has completed an initial study of the environmental significance of the project represented by your pending application bearing County File Number **CP 08-77**. In conformance with Contra Costa County Guidelines for implementing the California Environmental Quality Act of 1970 (CEQA), it has been determined that your project will not have a significant effect on the environment. Your project falls within the following category:

☐ **AN ENVIRONMENTAL IMPACT REPORT (EIR) IS NOT REQUIRED.**

- ☐ The project is categorically exempt
- ☐ The CEQA requirements are accommodated by the EIR previously prepared for _____.
- ☐ A statement that an EIR is not required (Negative Declaration of Environmental Significance has been filed by the Community Development Division (unless appealed).
- ☒ Other: General Rule of Applicability (section 15061 (b)(3))

☐ **AN ENVIRONMENTAL IMPACT REPORT (EIR) IS REQUIRED.**

- ☐ The complexity of your project requires your submission of additional special reports or information (as outlined on the attached sheet) (which will be outlined in a forthcoming letter).
- ☐ A consultant will be hired to prepare the environmental impact report. This procedure is explained on the attached sheet.

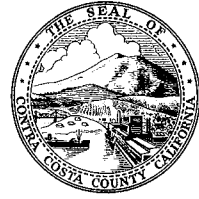
Preparation of the EIR cannot be started until the fee and additional information requested is received by the Community Development Division.

If you have questions concerning this determination or desire additional information relative to environmental impact report regulations, please call (925) 335-1210 and ask for **Aruna Bhat**.

Sincerely yours,

Catherine Kutsuris, Director
Dept. of Conservation and Development

By: Joyce Ring-Reaves



100 38 d. H. T. L.
Catherine O. Kutsuris
Director

November 7, 2008

**DEPARTMENT OF CONSERVATION AND DEVELOPMENT
CONTRA COSTA COUNTY**

DATE: November 7, 2008

TO: Steven B. Van Horn, Senior Real Property Agent
General Services Department

FROM: Catherine Kutsuris; Deputy Director, Community Development
By: Aruna Bhat; CEQA Coordinator
Via : Joyce Ring-Reaves

SUBJECT: CEQA REVIEW, PROJECT #CP08-77, Transfer of financial responsibility for a portion of 100 38th Street, Richmond by Contra Costa County to the Judicial Council of California, Administrative Office of the Courts (AOC), WH197R.

Attached are the following environmental documents relative to the above-referenced project which have been reviewed by the Department of Conservation and Development, Community Development Division. Please review the documents to determine if there are any posting periods and/or hearings required before the Board of Supervisors can take action on the project. These documents should be kept in the project file for future reference.

- (Y) Initial Study of Environmental Significance.
- () **Copy of the Notice of Exemption. (The original is: _____ on file in Community Development Division; _____ on file with the County Clerk; _____ being returned for filing in project file.)**
- () **Copy of the Notice of Determination. (The original is: _____ on file in Community Development Division; _____ on file with the County Clerk; _____ being returned for filing in project file.)**
- () Notice of Negative Declaration - including mail out list.
- () Draft EIR.
- (Y) Mandatory Referral.
- () Proof of Publication
- (Y) Letter of CEQA determination
- () Comments:
- (Y) **TWO COPIES OF THE NOTICE OF EXEMPTION/DETERMINATION ARE ATTACHED. WHEN YOU HAVE SCHEDULED THIS ITEM WITH THE BOARD, PLEASE SEND ONE COPY BACK TO ME WITH A NOTE STATING THE DATE THE BOARD OF SUPERVISORS IS TO HEAR THE ITEM.**

When the Board of Supervisors takes action on the project, it must "review" and "consider" the environmental impact report or negative declaration, together with any comments received during the public review process. They must then adopt the environmental document before approving the project. You must, therefore, provide copies for each member of the Board of the respective environmental impact report, notice of negative declaration, or the notice of exemption, along with any comments received during the review period. They must review and consider these items before approving the project. If they do not physically have the documents, they cannot consider them.

In the case of projects which are exempt from CEQA, the Board Order should concur in the determination that the project is categorically exempt, and direct the filing of the Notice of Exemption.

PLEASE NOTIFY US, WITHIN 2 DAYS OF THE BOARD HEARING ON THIS PROJECT, WHAT ACTION THE BOARD TOOK SO THAT WE CAN INITIATE THE FILING OF THE NOTICE OF EXEMPTION OR NOTICE OF DETERMINATION WITH THE COUNTY CLERK. THE FILING OF THESE NOTICES STARTS THE STATUTE OF LIMITATIONS ON COURT CHALLENGES TO THE APPROVAL UNDER CEQA. HENCE, THE FILING OF THESE NOTICES ARE IMPORTANT SINCE IT LIMITS THE COUNTY'S LIABILITY.

If you have any questions concerning the above documents or the CEQA process, please contact Aruna Bhat at 335-1210.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

Contra Costa County Conservation and Development Department
651 Pine Street, 4th Floor - North Wing, McBrien Administration Building
Martinez, CA 94553-0095

Telephone: (925) 313-7100

Contact Person: Terry Mann

Project Description, Common Name (if any) and Location: CP# 08-77, WH197R

Transfer of financial responsibility for a portion of 100 38th Street, Richmond by Contra Costa County to the Judicial Council of California, Administrative Office of the Courts (AOC).

This project is exempt from **CEQA** as a: [check which ever one applies]

- | | |
|---|---|
| <input type="checkbox"/> Ministerial Project (Sec. 15268) | <input type="checkbox"/> Other Statutory Exemption, Section |
| <input type="checkbox"/> Declared Emergency (Sec. 15269(a)) | <input checked="" type="checkbox"/> General Rule of Applicability (Section 15061(b)(3)) |
| <input type="checkbox"/> Emergency Project (Sec. 15269(b) or (c)) | |
| <input type="checkbox"/> Categorical Exemption, Class Section | |

for the following reason(s): It can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

Pursuant to Senate Bill – 1732, Contra Costa County is transferring the financial responsibility of a portion of 100 38th Street, Richmond to the Judicial Council of California, Administrative Office of the Courts (AOC). This portion of the building is currently used by the Courts as storage. The balance of the building is used by the County for various functions. The use and occupancy will remain the same after the transfer.

Date: _____

By: _____
Conservation and Development Department Representative

AFFIDAVIT OF FILING AND POSTING

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

Signature

Title

Applicant:

County General Services Department
Attention: Terry Mann
1220 Morello Avenue, Suite 200
Martinez, CA 94553-4711

County Clerk Fee \$50 Due

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

Contra Costa County Conservation and Development Department
651 Pine Street, 4th Floor - North Wing, McBrien Administration Building
Martinez, CA 94553-0095

Telephone: (925) 313-7100

Contact Person: Terry Mann

Project Description, Common Name (if any) and Location: CP# 08-77, WH197R

Transfer of financial responsibility for a portion of 100 38th Street, Richmond by Contra Costa County to the Judicial Council of California, Administrative Office of the Courts (AOC).

This project is exempt from **CEQA** as a: [check which ever one applies]

- | | |
|---|---|
| <input type="checkbox"/> Ministerial Project (Sec. 15268) | <input type="checkbox"/> Other Statutory Exemption, Section |
| <input type="checkbox"/> Declared Emergency (Sec. 15269(a)) | <input checked="" type="checkbox"/> General Rule of Applicability (Section 15061(b)(3)) |
| <input type="checkbox"/> Emergency Project (Sec. 15269(b) or (c)) | |
| <input type="checkbox"/> Categorical Exemption, Class Section | |

for the following reason(s): It can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

Pursuant to Senate Bill – 1732, Contra Costa County is transferring the financial responsibility of a portion of 100 38th Street, Richmond to the Judicial Council of California, Administrative Office of the Courts (AOC). This portion of the building is currently used by the Courts as storage. The balance of the building is used by the County for various functions. The use and occupancy will remain the same after the transfer.

Date: _____

By: _____
Conservation and Development Department Representative

AFFIDAVIT OF FILING AND POSTING

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

Signature

Title

Applicant:

County General Services Department
Attention: Terry Mann
1220 Morello Avenue, Suite 200
Martinez, CA 94553-4711

County Clerk Fee \$50 Due



CONTRA COSTA COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
651 Pine Street, N. Wing - 4th Floor
Martinez, CA 94553
Telephone: 335-1210 Fax: 335-1222

TO: Development Engineer/Architect

DATE: 10-27-08

FROM: Patrick Roche, Advance Planning *P. Roche*

SUBJECT: MANDATORY REFERRAL FOR GENERAL PLAN CONFORMANCE

Community Development staff has reviewed the attached project, **CP 08-77** to determine if mandatory referral for General Plan Conformance, as required by Section 65402 of the Government Code, is necessary.

The project needs no further mandatory referral clearance from County staff subject to the following actions:

- ☒ This project has been determined to be exempt from 65402 review.
- ☐ This project has been determined to be exempt from 65402 review in accordance with the Board of Supervisors Resolution 81/522 because the project involves a road alignment project of a minor nature.
- ☒ The project site is located within the City of Richmond. Our Department does not review projects for General Plan Conformance (refer to Government Code Section 65402) that are located within a City.
- ☐ Community Development staff makes the following attached recommendation which should be incorporated into the staff report on this matter.

The project needs mandatory referral and County staff will process this project in the following manner:

- ☐ 65402 review is required. Community Development staff will carry this matter before the appropriate Planning Commission.
- ☐ 65402 review must be withheld until completion of an Environmental Impact Report on this project.
- ☐ Other procedures.

PROJECT LOCATION MAP

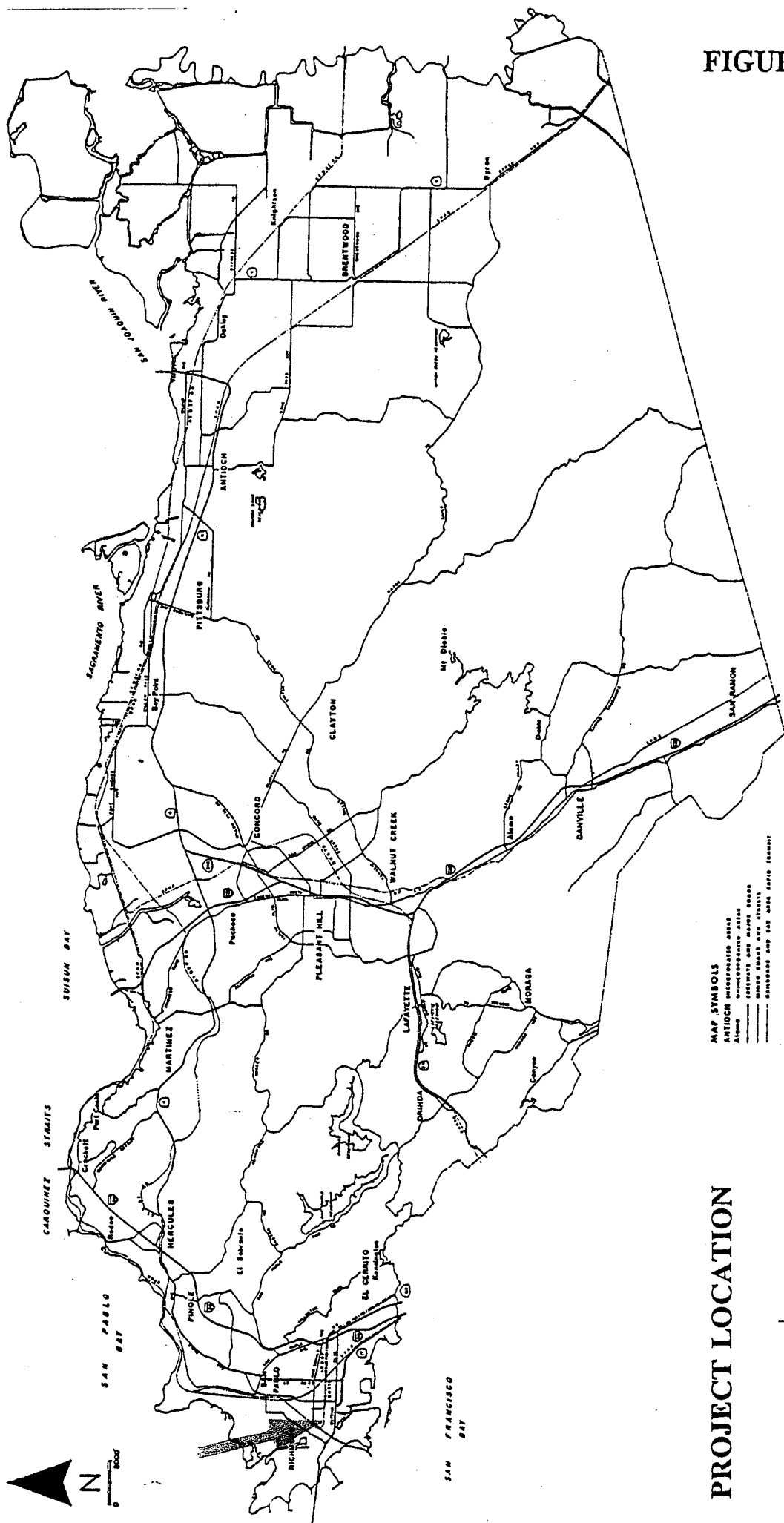
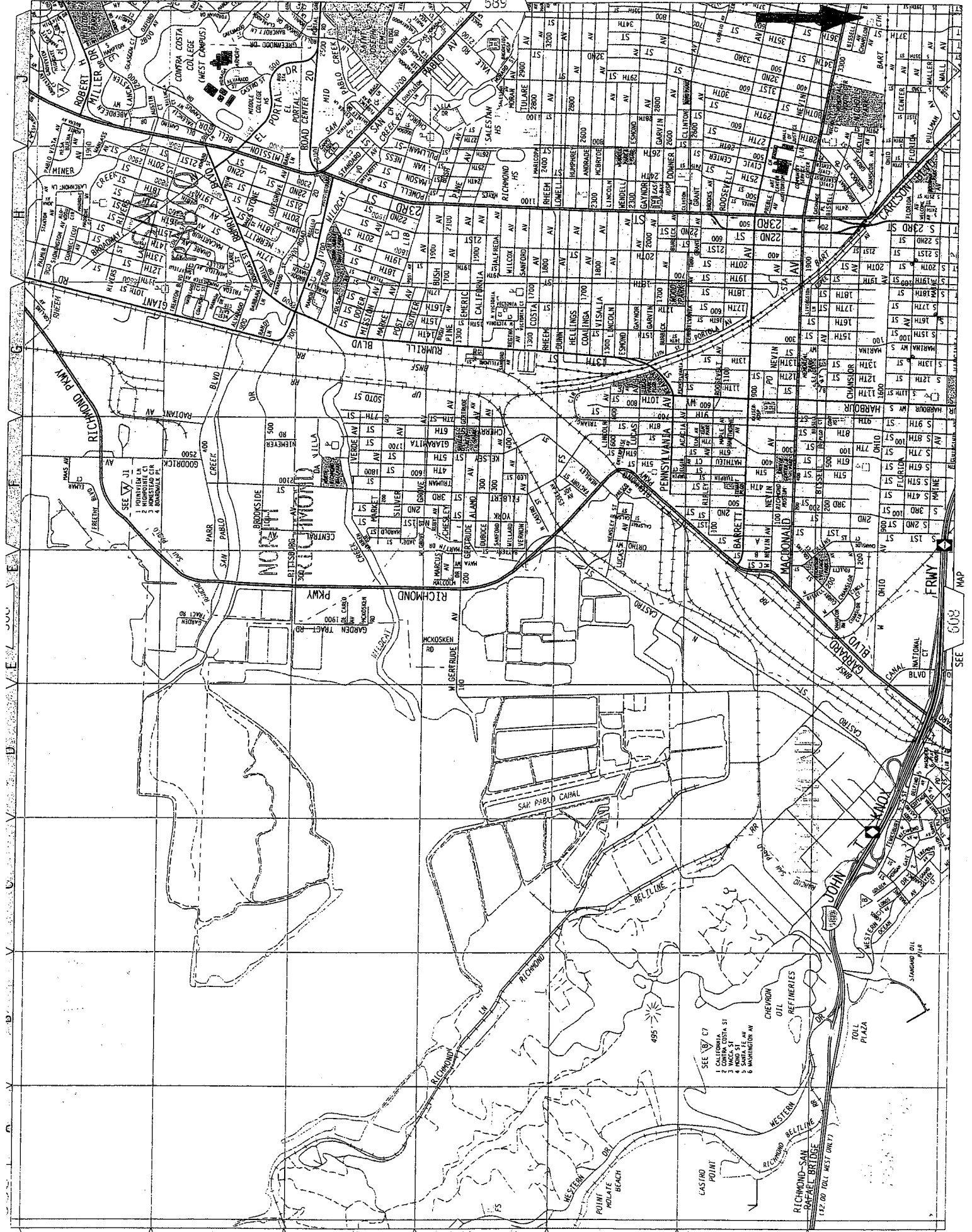


FIGURE 1

CONTRA COSTA COUNTY
CALIFORNIA



[illegible]

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION OBTAINED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

1962 ROLL
ASSESSOR'S MAP
BOOK 517 PAGE 34
444-9.12.14 CONTRA COSTA COUNTY, CALIF.

340

PB
513

PB
516

Initial Study

OF ENVIRONMENTAL SIGNIFICANCE



File # CP# 08-77, WH197R

Project Name: Transfer of a portion 100 38th Street, Richmond

General Services Department
1220 Morello Avenue, Suite 100
Martinez, California 94553-4711
Telephone: (925) 313-7250

Prepared by Terry Mann

Date Oct. 15, 2008

Reviewed by [Signature]

Date 10/31/08

RECOMMENDATIONS:

- ☐ Categorical Exemption (Class) ☐ Environment Impact Report Required ☒ Other (Section 15061 (b) (3))
☐ Conditional Neg. Declaration ☐ Negative Declaration

The Project Will Not Have A Significant Effect On The Environment

The recommendation is based on the following (List all items identified as significant):

Pursuant to Senate Bill – 1732, Contra Costa County is transferring the financial responsibility of a portion of 100 38th Street, Richmond to the Judicial Council of California, Administrative Office of the Courts (AOC). This portion of the building is currently used by the Courts as storage. The balance of the building is used by the County for various functions. The use and occupancy will remain the same after the transfer.

What Changes To The Project Would Mitigate The Identified Impacts (List mitigation measures for any significant impacts and Conditional Negative Declaration).

None

USGS Quad Sheet I

Base Map Sheet # L-5

Parcel # 517-340-002

GENERAL CONSIDERATIONS:

1. Location:
100 38th Street, Richmond
2. Project Description:
Transfer of financial responsibility for a portion of 100 38th Street, Richmond by Contra Costa County to the Judicial Council of California, Administrative Office of the Courts (AOC).
3. Does it appear that any feature of the project will generate significant public concern? (Nature of concern): ☐ yes ☒ no ☐ maybe
4. Will the project require approval or permits by other than a County agency? Agency Name(s): ☐ yes ☒ no
5. Is the project within the Sphere of Influence of any city? (Name) City of Richmond

Facility #07-F1
Building Name: Richmond Bay District
Building Address: 100 37th Avenue, Richmond, CA

DRAFT

PRINT DATE: 3/12/09

**TRANSFER AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS,
AND THE COUNTY OF CONTRA COSTA
FOR THE TRANSFER OF RESPONSIBILITY FOR COURT FACILITY**

TABLE OF CONTENTS

	Page
1. PURPOSE.....	1
2. BACKGROUND	1
3. DEFINITIONS	1
4. RESPONSIBILITIES AFTER TRANSFER.....	8
4.1 Transfer of Responsibility; Transfer of Title	8
4.1.1 New Legal Parcel.....	8
4.1.2 Access Agreements.....	9
4.2 General Responsibilities.....	9
4.2.1 Deferral of County Payment Obligations	9
4.3 Specific Responsibilities After the TOR Closing Date	10
4.3.1 Utilities	10
4.3.2 Property Insurance and Risk Allocation	10
4.3.3 Responsibility for Operation	10
4.3.4 Security Staffing	11
4.3.5 Parking	11
4.3.6 Occupancy Agreements	11
4.3.7 Correspondence	11
4.3.8 County Payment Obligations	11
4.3.9 Notice of Disputes	11
4.3.10 Personal Property.....	11
4.3.11 Adjustments	12
4.3.12 Telecommunications Services	12
4.3.13 Liability for Seismic-Related Damage and Injury.....	12
4.3.14 Relief from Section 70311 Obligations	13
4.4 Specific Responsibility After Effective Date	13
5. THE CLOSING	14
5.1 TOR Closing	14
5.1.1 TOR Closing Documents.....	14
5.1.2 Time for Signature for TOR Closing Documents	14
5.1.3 Delivery of Signed Agreement, TOR Closing Documents, and County Authorizing Document.....	14
5.1.4 Delivery of Possession.....	14
5.2 TOT Closing.....	15
5.2.1 TOT Closing Documents	15

TABLE OF CONTENTS

(continued)

	Page
5.2.2 Execution and Delivery of TOT Closing Documents	15
5.2.3 Delivery of Title	15
5.3 Conditions for Closing	15
5.3.1 Conditions for the Benefit of the AOC.....	15
5.3.2 Conditions for the Benefit of the County	16
5.4 Additional TOT Closing Conditions for the Benefit of the AOC	16
5.5 “As-Is”	16
 6. COUNTY FACILITIES PAYMENT	 16
6.1 Amount of County Facilities Payment	16
6.1.1 DOF Approval	16
6.2 County Facilities Payment Obligation	17
6.2.1 Prorations	17
6.2.2 Quarterly County Facilities Payments	17
6.3 Additional County Payment Obligation	17
 7. REPRESENTATIONS AND WARRANTIES	 18
7.1 The County’s Representations and Warranties	18
7.1.1 Good Standing	18
7.1.2 Authority	18
7.1.3 Due Execution and Delivery	18
7.1.4 No Conflict	18
7.1.5 Title to Real Property	19
7.1.6 Personal Property	19
7.1.7 No Disputes	19
7.1.8 No Violations of Law	19
7.1.9 Accurate Disclosure	19
7.1.10 No Condemnation	19
7.1.11 No Environmental Violations	20
7.1.12 Full and Complete Disclosure	20
7.1.13 Service Contracts	20
7.1.14 No Special Circumstances	20
7.2 AOC’s Representations and Warranties	20
7.2.1 Good Standing	20
7.2.2 Authority	20
7.2.3 Due Execution and Delivery	20
7.2.4 No Conflict	21
7.2.5 No Disputes	21
7.2.6 No Violations of Law	21
7.2.7 No Environmental Violations	21

TABLE OF CONTENTS

(continued)

	Page
7.3 Representations and Warranties for TOT Closing	21
7.3.1 The Certificate	21
8. INDEMNITIES	21
8.1 The AOC's Indemnities.....	21
8.1.1 Covenants	22
8.1.2 Representations and Warranties	22
8.1.3 AOC Responsibilities	22
8.2 The County's Indemnities	22
8.2.1 Covenants	22
8.2.2 Representations and Warranties	22
8.2.3 County Responsibilities	22
8.2.4 CERCLA.....	23
8.3 Indemnity Exclusions	23
9. RIGHT TO AUDIT	23
10. DEFAULT NOTICE AND CURE.....	23
11. DISPUTE RESOLUTION.....	24
11.1 Unassisted Negotiation; Mediation	24
11.1.1 Initiation of Mediation	24
11.1.2 Selection of Mediator	24
11.1.3 Cost of Mediation	25
11.1.4 Date, Time, and Place of Mediation	25
11.1.5 Attendance at Mediation.....	25
11.1.6 Statements Before Mediation	25
11.1.7 Confidentiality	26
11.2 Resolution of Claims Remaining After Mediation	26
12. NOTICES	26
13. SURVIVAL OF TERMS AND PROVISIONS	28
14. MISCELLANEOUS.....	28
14.1 Amendments.....	28
14.2 Waivers.....	28
14.3 Force Majeure.....	28
14.4 Assignment.....	29
14.5 Binding Effect	29

TABLE OF CONTENTS

(continued)

	Page
14.6 Third Parties Benefited.....	29
14.7 Governing Law	29
14.8 Construction	29
14.9 Integration	29
14.10 Capitalized Terms.....	29
14.11 Incorporation By Reference	30
14.12 Severability.....	30
14.13 Further Assurances	30

TRANSFER AGREEMENT

1. PURPOSE

The Judicial Council of California (“**Council**”), Administrative Office of the Courts (together, the “**AOC**”), and the County of Contra Costa (“**County**”), set forth the terms and conditions for the transfer of responsibility for funding and operation of the trial court facility commonly known as the Richmond Bay District Courthouse and for the conveyance to the State of California on behalf of the Council of the County’s title to the Real Property.

2. BACKGROUND

The Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233 (Escutia and Pringle) provides for transfer of the primary obligation for funding of court operations from the counties to the State. Although counties continue to contribute to trial court funding through maintenance of effort obligations, the restructuring of funding for trial court operations accomplished by the Lockyer-Isenberg Trial Court Funding Act of 1997 ended a dual system of county and state funding of, and created a more stable and consistent funding source for, trial court operations. The Trial Court Facilities Act of 2002 was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to the AOC. The Parties enter into this Agreement to implement the provisions of the Act as it exists on the Effective Date.

3. DEFINITIONS

“**Acceptance Document**” means a certificate of acceptance or certified resolution evidencing the PWB’s approval of the Transfer of Title.

“**Act**” means the Trial Court Facilities Act of 2002 (Government Code sections 70301-70404) as of the Effective Date.

“**Agreement**” means this Transfer Agreement, together with the attached Exhibits.

“**AOC Authorized Signatory**” means the AOC’s Senior Manager, Business Services, Grant Walker, or any other person to whom signature authority has been delegated.

“**Building**” means the building that includes the Court Facility commonly referred to as the Richmond Bay District Courthouse, located on the Land and occupied by the Court and the County, all connected structures and improvements, and all Building Equipment.

“Building Equipment” means all installed equipment and systems that serve the Building, including the Building Software and those items listed on **Exhibit “G”** to this Agreement. The Building Equipment does not include the equipment and systems that exclusively serve the Exclusive-Use Area of only one Party.

“Building Software” means the software program called On Guard ET that is licensed to the County by Lenel for the operation of a keycard entry system in the Building.

“Campus” means the real property on which the Land, the Building, the Parking Area and other unrelated improvements, including the Health Building Archival Storage (AOC Facility #07-F2), are located, as described on **Exhibit “A-1”** and as shown on **Exhibit “A-2.”**

“Certificate” means the document titled Datedown Certificate that is similar to the document attached to this Agreement as **Exhibit “H”**.

“Closing” means the TOR Closing or the TOT Closing, as applicable.

“Closing Date” means the TOR Closing Date or the TOT Closing Date, as applicable.

“Closing Documents” means, together, the TOR Closing Documents and the TOT Closing Documents.

“Common Area” means the areas of the Real Property that are used non-exclusively and in common by, or for the common benefit of, the AOC, the County, the Court, and any Occupants, and includes (1) those portions of the Building depicted as Common Area on **Exhibit “B”** to this Agreement, including hallways, stairwells, and restrooms that are not located in either Party’s Exclusive-Use Area, (2) foundations, exterior walls, load-bearing walls, support beams, exterior windows, the roof, and other structural parts of the Building, (3) Building Equipment and Utilities that do not exclusively serve only one Party’s Exclusive-Use Area, (4) driveways, walkways, and other means of access over the Land and through the Building to the Court Exclusive-Use Area, and (5) the Parking Area. The Common Area does not include any part of the Exclusive-Use Area of either Party, except for any Building Equipment that is located in a Party’s Exclusive-Use Area.

“Controller” means the State Controller.

“County Authorized Signatory” means the Chairperson of the County’s Board of Supervisors, or his or her designee.

“County Authorizing Document” means a certified copy of a resolution or order of the County’s Board of Supervisors authorizing (1) the County Authorized Signatory to execute this Agreement and the Closing Documents on behalf of the County; and (2) the County to deliver and perform this Agreement and the Closing Documents.

“County Exclusive-Use Area” means the 13,274 square feet of the floor space in the Building that are exclusively occupied and used by the County, as depicted on **Exhibit “B”** to this Agreement. As of the Effective Date, the County Exclusive-Use Area is 25.01 percent of the Total Exclusive-Use Area.

“County Facilities Payment” means the payments the County must make to the Controller with respect to the Court Facility under Article 5 of the Act.

“County Parties” means the County, its elected and appointed officers, agents, and employees.

“Court” means the Superior Court of California for the County of Contra Costa.

“Court Exclusive-Use Area” means the 39,805 square feet of the floor space in the Building that are exclusively occupied and used by the Court, as depicted on **Exhibit “B”** to this Agreement. As of the Effective Date, the Court Exclusive-Use Area constitutes 74.99 percent of the Total Exclusive-Use Area.

“Court Facility” means all spaces, fixtures, and appurtenances described in section 70301(d) of the Act, including the Court Exclusive-Use Area, which includes eight rooms for holding superior court, eight chambers of judges of the Court, fourteen walk-up windows, 6 rooms for secure holding of prisoners attending Court sessions, rooms for attendants of the Court, offices for Court staff, rooms for storage, and certain other areas required or used for Court functions, together with the non-exclusive right to occupy and use the Common Area subject to the terms of the JOA, and with the right to enter, exit, pass over, and pass through the Land as necessary to access the Court Facility and the Parking Area. A copy of a site plan depicting the location of the Building on the Land and a floor plan depicting the layout of the Building interior, are attached as **Exhibit “B”** to this Agreement.

“Dispute” means each and every filed and pending claim under the Tort Claims Act (Government Code section 810, et seq.), lawsuit, arbitration, mediation, administrative proceeding, settlement negotiation, or other on-going dispute-resolution proceeding related to the Property that, if determined adversely to the County or the AOC, would have a Material Adverse Effect.

“Effective Date” means the date that this Agreement is signed by the last Party to sign.

“Environmental Law” means federal, state, or local laws, ordinances, regulations, rules, statutes, and administrative actions or orders respecting hazardous or toxic substances, waste, or materials, or industrial hygiene.

“Equipment Permits” means all permits, certificates, and approvals required for lawful Operation of any of the Building Equipment.

“Equity” means the term “equity” as used and referred to in the Act.

“Grant Deed” means the document titled Grant Deed that is similar to the document attached to this Agreement as **Exhibit “I”** and by which the County will convey to the State on behalf of the Council title to the Real Property.

“Hazardous Substance” means any material or substance regulated under any Environmental Law.

“Intangible Personal Property” means all of the County’s (1) contract rights and commitments exclusively related to the Court Facility; (2) Building Software; (3) warranties, permits, licenses, certificates, guaranties, and suretyship agreements and arrangements, and indemnification rights in favor of the County exclusively with respect to the Court Facility; (4) commitments, deposits, and rights for utilities exclusively relating to the Court Facility; (5) engineering, accounting, title, legal, and other technical or business data exclusively concerning the Court Facility; (6) deposits, deposit accounts, and escrow accounts arising from or related to any transactions exclusively related to the Court Facility, and rights to receive refunds or rebates of impact fees, assessments, charges, premiums, or other payments made by the County exclusively in respect of the Court Facility, if these refunds or rebates relate to the period on or after the TOR Closing Date; or (7) all other intangible rights, interests, and claims of the County which are exclusively a part of or related to the Court Facility.

“Interim Period” means the period of time commencing on the TOR Closing Date and ending on the TOT Closing Date.

“JOA” means the document titled Joint Occupancy Agreement that is similar in form and content to the document attached to this Agreement as **Exhibit “E”**, and under which the County and the Court will occupy, and the Parties will operate and maintain, the Real Property.

“Land” means a portion of the Campus on which the Building and the Parking Area are located, as depicted on **Exhibit “A-2.”**

“Law” means State and federal codes, ordinances, laws, legally-promulgated regulations, the California Rules of Court, and judicial and administrative orders and

directives, to the extent binding on the County Parties or the State Parties, and issued by a court or governmental entity with jurisdiction over the County Parties or the State Parties.

“Managing Party” means the Party designated the “Managing Party” in the JOA.

“Material Adverse Effect” means any of: (1) a material adverse change in (a) the condition, operations, or value of the Property, (b) the County’s use of, interest in, or right or title to, the Property, (c) the ability of the County to perform its obligations under this Agreement and the Closing Documents, or (d) the validity or enforceability of this Agreement or the Closing Documents; or (2) the imposition on the County of actual or contingent payment obligations in respect of the Property of \$50,000 or more in the aggregate.

“Material Agreements” means any and all agreements, contracts, or understandings (whether written or unwritten) relating to the Property (1) for which termination requires advance notice by a period exceeding 30 calendar days, or (2) that obligate the County to make payment, or entitle the County to receive payment, exceeding \$25,000 within any fiscal year.

“Memorandum” means the document titled Memorandum of Joint Occupancy Agreement that is similar in form and content to the document attached to this Agreement as **Exhibit “F”**.

“North Parking Lot” means the unsecured, above-ground parking lot located to the north of the Building containing a total of 44 parking spaces, of which **nine** parking spaces are designated and reserved for use by the Court and **35** parking spaces are designated and reserved for use by the County, as shown on **Exhibit “C”** to this Agreement.

“Occupancy Agreement” means any agreement or arrangement that entitles a third party to occupy or use the Real Property for a period that continues after the TOR Closing Date, and that cannot be terminated on 30 or fewer days notice.

“Occupant” means any party that occupies or uses the Real Property under an Occupancy Agreement.

“Operation” means administration, management, maintenance, and repair, but does not include custodial services, which are not governed by this Agreement or the JOA.

“Parking Area” means the North Parking Lot and the South Parking Lot, collectively.

“**Party**” means either of the AOC or the County, and “**Parties**” means the AOC and the County.

“**Pending Projects**” means any pending maintenance project or other project involving the Court Facility under sections 70326(d) or 70331(c) of the Act.

“**Property**” means all right, title, and interest in and to the Land, the Building, the Court Facility, and the Tangible Personal Property.

“**Property Disclosure Documents**” means all documents including any Material Agreements in the County’s possession or control that pertain to the title, ownership, use, occupancy, or condition of the Property or any rights, benefits, liabilities, obligations, or risks associated with the Property. A list of the categories of possible Property Disclosure Documents is attached as **Exhibit “D”**.

“**PWB**” means the State Public Works Board.

“**Real Property**” means the Land and the Building.

“**Security-Related Areas**” means the parts of the Real Property that are used for secure holding and transport of prisoners, including holding cells, sallyports, and secured elevators, staircases, and corridors.

“**Service Contracts**” means all contracts between the County and any third parties under which goods or services are provided to the Court Facility.

“**South Parking Lot**” means the unsecured, above-ground parking lot located to the south of the Building containing a total of 79 parking spaces, of which 10 parking spaces are designated and reserved for use by the Court, 19 parking spaces are designated and reserved for use by the County, and the remaining 50 parking spaces are available to the staff and employees of the Court and the County on a first-come, first served basis, all as shown on **Exhibit “C”** to this Agreement.

“**State**” means the State of California.

“**State Parties**” means the Council, the Administrative Office of the Courts, and the Court, and their respective elected and appointed officials, officers, agents, and employees.

“**Tangible Personal Property**” means any unaffixed item that is, on the TOR Closing Date, exclusively: (i) located on or in the Court Exclusive-Use Area, or (ii) used in or necessary to the use, occupancy, or Operation of, the Court Exclusive-Use Area.

“Telecommunications MOU” means the Interagency Agreement (County Provides Services) between the County and the Court, and the Service Plan attached thereto, effective between July 1, 2005 and June 30, 2010, as amended or renewed from time to time.

“TOR Closing” means the performance of all acts required to complete the Transfer of Responsibility under this Agreement and the TOR Closing Documents.

“TOR Closing Date” means the first day of the first calendar month that is at least 30 days following the later to occur of: (i) the date that this Agreement and the TOR Closing Documents are signed by the last Party to sign them; or (ii) the date on which the County Facilities Payment has been approved by the State Department of Finance, as more specifically provided in section 6.1.1 below. The TOR Closing Date shall be subject to confirmation in writing by the Parties.

“TOR Closing Documents” means the documents listed in section 5.1.1 of this Agreement.

“TOT Closing” means the performance of all acts required to complete the Transfer of Title under this Agreement and the TOT Closing Documents.

“TOT Closing Date” means the date that the Grant Deed is recorded in the County Recorder’s Office.

“TOT Closing Documents” means the documents listed in section 5.2.1 of this Agreement.

“Total Exclusive-Use Area” means, together, the Court Exclusive-Use Area and the County Exclusive-Use Area.

“Transfer” means the Transfer of Responsibility or the Transfer of Title, as determined by the context, and **“Transfers”** means the Transfer of Responsibility and the Transfer of Title, together.

“Transfer of Responsibility” means the County’s full and final grant, transfer, absolute assignment, and conveyance to the applicable State Parties, and the State Parties’ full and final acceptance and assumption of, entitlement to and responsibility for, all of the County’s rights, duties, and liabilities arising from or related to the Court Facility, under the Act and pursuant to this Agreement, except those rights, duties and liabilities expressly retained by the County under this Agreement, the JOA and the Act, and Disputes that commenced prior to the TOR Closing Date, or are related to facts or circumstances that occurred or existed prior to the TOR Closing Date. Notwithstanding the foregoing, the term Transfer of Responsibility does not include the Transfer of Title.

“**Transfer of Title**” means the County’s full and final grant and conveyance to the State on behalf of the Council of all of the County’s right, title, and interest in and to the Real Property, except the Building Software, under this Agreement and the TOT Closing Documents, subject to the County’s Equity (as defined in the JOA) interest in the County Exclusive-Use Area and the nonexclusive right to use the Common Area under the terms of the JOA.

“**Utilities**” means the utilities services provided to the Real Property, except for telephone, cable, internet, and other data services, which are governed by section 3.8 of the JOA.

4. RESPONSIBILITIES AFTER TRANSFER.

4.1 Transfer of Responsibility; Transfer of Title. On the TOR Closing Date, the Transfer of Responsibility for the Court Facility from the County to the AOC will occur under this Agreement and the TOR Closing Documents. On the TOT Closing Date, the Transfer of Title will occur under this Agreement and the TOT Closing Documents. Prior to the TOT Closing Date, the AOC shall notify the County that the PWB has accepted the TOT Closing Documents required for the Transfer of Title and issued the Acceptance Document.

4.1.1 New Legal Parcel. On the Effective Date, the Land is part of a legal parcel of real property on which the Building, the Parking Area, and other unrelated improvements are located. During the period between the Effective Date and the TOT Closing Date, the County and the AOC will work together to prepare a legal description for a new legal parcel comprised only of the Land and having the boundaries as previously agreed to by the Parties, as depicted on the site plan attached as **Exhibit “A-2”** to this Agreement. If the legal description prepared by the County and delivered to the AOC for review is not consistent with the boundaries set forth on **Exhibit “A-2”**, and if the Parties have not agreed upon the legal description for the new legal parcel by June 30, 2009, then this Agreement shall be considered *void ab initio* for the purposes of section 70321(b) of the Act, and any rights, privileges, entitlements, obligations, and liabilities contained herein and created hereby, will be of no force and effect. If, prior to June 30, 2009, the Parties agree that the legal description for the new legal parcel is consistent with the boundaries set forth on **Exhibit “A-2”**, then such legal description will be attached to the Grant Deed, and, upon the recording of the Grant Deed, the new legal parcel will be created. If applicable, after the Parties have agreed upon the legal description pursuant to the foregoing, the County and the AOC shall cooperate in good faith to rerecord the Memorandum with the legal description of the new legal parcel attached.

4.1.2 Access Agreements. During the period between the Effective Date and the TOT Closing Date, the County and the AOC will work together to prepare legal descriptions for non-exclusive access agreements having the boundaries as previously agreed to by the Parties, as depicted on the site plan attached as **Exhibit “A-2”** to this Agreement. The purposes of the access agreements are as follows: (i) to allow the users of the Court Facility to use a portion of the Campus not being transferred to the AOC, as depicted on **Exhibit “A-2”** to this Agreement, for ingress to and egress from the Building until a reasonable date and time following the demolition and removal of the Health Building Archival Storage (AOC Facility #7-F2), including the stairways and accessibility ramps that are physically connected to or used in connection with the Health Building Archival Storage; and (ii) to allow the County users of the Health Building Archival Storage to use a portion of the Land being transferred to the AOC, as depicted on **Exhibit “A-2”** to this Agreement, for ingress to and egress from the Health Building Archival Storage, and to support the demolition and removal of the stairways and accessibility ramps that are physically connected to or used in connection with the Health Building Archival Storage. With these purposes in mind, the term of the access agreements will commence on the date that the Grant Deed is recorded, and will expire on the date that is nine months following the removal of the Health Building Archival Storage and all stairways and accessibility ramps associated therewith (“**Access Term**”). The AOC agrees that after removal of the Health Building Archival Storage, including the associated stairways and accessibility ramps, and prior to the expiration of the Access Term, it will use all reasonable efforts to commence and complete the construction of an alternate point of entry/exit on and to the Real Property, so that the County or its successors in interest may request an early termination of the access agreements. If the access agreements are recorded, then, after the Access Term (or earlier upon the agreement of the Parties), the AOC and the County (or their successors in interest) will cooperate with one another in good faith to take any further actions or execute any necessary documents to remove the access agreements as encumbrances on each Parties’ respective property.

4.2 General Responsibilities. Upon the completion of each Transfer, the Parties will have the general rights, duties, and liabilities set forth in the Act in respect of the Real Property, except as expressly delegated by the Parties in this Agreement, the applicable Closing Documents (including the JOA), or any other written agreement authorized by the Parties’ respective governing bodies and executed in accordance with such authorization.

4.2.1 Deferral of County Payment Obligations. The Parties have established a schedule for transitioning the responsibility for Operation of the Court Facility from the County to the AOC on July 1, 2009 (the “**Transition Date**”). Until the Transition Date, the County will continue to perform the Operation of the Real Property at no cost to the AOC. Notwithstanding anything to the contrary, and in consideration of

the above-described services provided by the County to the AOC, the County will have no obligation, at any time, to make any payments of the County Payment Obligations (as defined in section 4.3.8, below) pursuant to section 6 of this Agreement to the Controller for the period from the TOR Closing Date through the Transition Date, and the County shall make its first payment of the County Payment Obligations on the day after the Transition Date.

4.3 Specific Responsibilities After the TOR Closing Date. The Parties will have the following specific rights, duties, and liabilities upon and after the TOR Closing Date:

4.3.1 Utilities. If not completed before the TOR Closing Date, the Parties will work together, diligently, and in good faith, to cause the County's accounts with all providers of Utilities to be assigned to and assumed by the AOC as of the TOR Closing Date. If any Utility accounts cannot be assigned to the AOC, the Parties will work together to cause the County's Utilities accounts to be closed as of the TOR Closing Date and new Utilities accounts to be opened in the name of the AOC. The County is solely responsible for all Utilities costs and expenses incurred prior to the TOR Closing Date, and the Parties will comply with the JOA with respect to the payment of Utilities costs and expenses incurred on and after the TOR Closing Date. The County will send to the AOC all invoices and other communications related to Utilities provided to the Real Property on and after the TOR Closing Date.

4.3.2 Property Insurance and Risk Allocation. Responsibility and liability for (i) damage to or destruction of the Real Property, (ii) bodily injury to or death of third parties in, on, or about the Real Property, and (iii) Disputes, are allocated as set forth in the JOA and section 8 of this Agreement.

4.3.3 Responsibility for Operation. As of the TOR Closing Date, under the JOA and this Agreement, the AOC will be responsible for Operation of the Common Area, including the Building Equipment. As of the TOR Closing Date, the AOC, in its capacity as the Managing Party, shall be responsible for further permitting of any Building Equipment that requires an Equipment Permit for lawful Operation, once the County has delivered to the AOC the most recent copies of all required Equipment Permits, including those related to the air compressor and/or the elevators in the Building. Notwithstanding the foregoing, if any of the Equipment Permits delivered to the AOC under this section 4.3.3 are expired or are otherwise not in full force and effect on the TOR Closing Date as a result of the County's failure to exercise diligent, good faith efforts or the County's negligence, then the County will be solely responsible for all costs associated with the first instance of obtaining or renewing, as applicable, those Equipment Permits after the TOR Closing Date.

4.3.4 Security Staffing. This Agreement does not supersede, replace, or modify any agreement between the County and the Court with respect to security staffing for the Real Property.

4.3.5 Parking. The Managing Party is responsible for the Operation of the Parking Area under the terms of the JOA. The Transfer of Responsibility will include the Parking Area, and commencing on the TOR Closing Date, each Party will be responsible for its Share (as defined in the JOA) of the costs of Operation of the Parking Area, as provided in this Agreement and the JOA. The Court and the County have agreed that the parking available to the Court in the Parking Area is parking of the same number, type, and convenience as made available for users of the Court on October 1, 2001.

4.3.6 Occupancy Agreements. The Parties shall be responsible for all Occupancy Agreements under the terms of the JOA.

4.3.6.1 Coffee Cart License. On the Effective Date, Co. Co. Hut Express is the Occupant of space on the first floor of the Building without any written Occupancy Agreement. Prior to the Transfer of Responsibility, the County shall give this Occupant 30 days written notice that its license agreement with the County will terminate on the TOR Closing Date. Thereafter, the Council shall either cause this Occupant to vacate the Building or enter into an occupancy arrangement with this Occupant on terms satisfactory to the Council and the AOC.

4.3.7 Correspondence. The County will endeavor to forward or direct by first-class U.S. mail, postage pre-paid, or by facsimile transmission, all correspondence, invoices, and information delivered to the County related to Operation of the Court Facility for the period on and after the TOR Closing Date, to the Director of the AOC's Office of Court Construction and Management at 455 Golden Gate Avenue, San Francisco, California 94102, facsimile number (415) 865-8885.

4.3.8 County Payment Obligations. The County will make all County Facilities Payments and Additional County Payments (as defined in section 6.3 below) (together the "**County Payment Obligations**") in accordance with the Act and section 6 of this Agreement.

4.3.9 Notice of Disputes. Each Party will use best efforts to promptly notify the other Party in writing of any Dispute filed after the TOR Closing Date that concerns or alleges acts or omissions of either Party committed at any time related to the Property.

4.3.10 Personal Property. If either Party determines that there exists any Tangible Personal Property or Intangible Personal Property, that Party will promptly

provide to the other Party a notice that includes a reasonably-detailed, written description of that property. At the AOC's request, the County will transfer, convey, or assign to the AOC any or all of the Tangible Personal Property or Intangible Personal Property described in that notice, except for the Building Software. The County shall continue to be the licensee of the Building Software and provide the Building Software for use by the Court under the terms of the JOA.

4.3.11 Adjustments. The Parties will make the appropriate adjustments for prorations or computations required by this Agreement or the Closing Documents as promptly as possible once accurate information becomes available evidencing that either Party is entitled to an adjustment. Any prorations will be based on a 365-day fiscal year. The Party entitled to the adjustment must make written demand on the other Party for the adjustment within one year after the TOR Closing Date and will provide a reasonably-detailed explanation of the basis for the demand and all supporting documentation. The Parties will promptly pay each other any corrected proration or adjustment amounts.

4.3.12 Telecommunications Services. The County will continue to offer telecommunications services to the State Parties, for the benefit of the Court in the Court Facility, on the costs and terms set forth in the Telecommunications MOU. Certain components of the County's telephone system, including the telephone line interface module and related equipment known as LIM and its associated subcomponents (e.g., power supplies, batteries, rectifiers, UPSs, cable modems, etc.) (collectively, the "**LIM**"), are located throughout the Court Facility. The LIM is part of the County communications system, and is tied to the Tandem PBX located at 30 Douglas Drive, Martinez, California. Pursuant to the Telecommunications MOU, the County is the telecommunications service provider for the Building and provides voicemail for the Court Facility by County equipment at 30 Douglas Drive, Martinez, California. On and after the Effective Date, the AOC grants to the County the right of ingress, egress, and access to all parts of the Court Facility in which any component or subcomponent of, or connection to, the LIM is located, as reasonably required for the County's continued operation, use, maintenance, expansion, replacement, and repair of the LIM or the associated County backbone copper cable plant in support of the LIM, all of which will remain the sole and exclusive responsibility and obligation of the County pursuant to the Telecommunications MOU.

4.3.13 Liability for Seismic-Related Damage and Injury.

4.3.13.1 Application of Section 70324 of the Act. The Parties acknowledge that the AOC has assigned the Building a "Level V seismic rating" as defined in section 70301 of the Act; therefore, section 70324 of the Act applies to the Transfer, and section 70324 of the Act will continue to apply until any one of the events

described in section 70324(b)(1) through (4) of the Act has occurred, notwithstanding any subsequent repeal of section 70324 of the Act.

4.3.13.2 Allocation of Liability and Obligations. The liabilities and obligations of the Parties (including any indemnification obligations) with respect to any seismic-related damage and injury on or to the Real Property shall be as set forth in section 70324 of the Act which, for the convenience of the Parties, is attached as **Exhibit “J”** and incorporated into this Agreement as though fully set forth in this Agreement. At all times that section 70324 of the Act applies in respect of the Real Property, the terms of section 70324 of the Act and this section 4.3.13 will prevail over any conflicting provisions of the Act, this Agreement, or the Closing Documents.

4.3.13.3 Termination of this Section and Related Indemnities. When section 70324 of the Act no longer applies in respect of the Property, this section 4.3.13 will immediately and automatically expire and be of no further force or effect with respect to any subsequent seismic-related damage or injury in respect of the Real Property. Thereafter, the other terms of this Agreement and the Closing Documents, or any agreement entered into under section 70324(a)(4) of the Act and approved by the Director of Finance, if applicable, will apply to allocation of liability for seismic-related damage or injury on or to the Real Property.

4.3.14 Relief from Section 70311 Obligations. Effective upon the TOR Closing Date and pursuant to section 70312 of the Act, the AOC confirms and agrees that the County will be and is relieved of any responsibility: (1) under section 70311 of the Act for providing to the Court necessary and suitable court facilities for the number of judicial and Court support positions currently located in the Building; (2) for deferred or ongoing maintenance for the Court Facility, except for the County Facilities Payment and any other obligations of the County under this Agreement or the JOA; and (3) to provide parking spaces for judges, Court employees, other Court staff, witnesses, and jurors at the Court Facility.

4.4 Specific Responsibility After Effective Date. After the Effective Date of this Agreement, neither Party will, without the prior, written consent of the other Party, which consent will not be unreasonably withheld or delayed: (1) transfer, agree to transfer, or enter into any agreement affecting any title or ownership interest in the Real Property to or with any third party, or allow any liens or encumbrances to be recorded against the Real Property, except as specifically permitted by this Agreement, the JOA, or the Act; (2) do anything that would result in a change to the zoning or entitlements for use of the Real Property; or (3) cause the Building to become subject to a deficiency under section 70326(b) of the Act.

5. THE CLOSING

5.1 TOR Closing. The TOR Closing will occur upon the TOR Closing Date, and will not be affected by the date of delivery of the signed originals of this Agreement or the TOR Closing Documents.

5.1.1 TOR Closing Documents. The TOR Closing Documents are as follows:

- (a) the JOA;
- (b) the Memorandum;
- (c) the County Authorizing Document; and,
- (d) any other documents required by Law, or reasonably requested by the State Parties or the County to complete the Transfer of Responsibility.

5.1.2 Time for Signature for TOR Closing Documents. The Parties will sign the TOR Closing Documents on or as expeditiously as possible after the Effective Date. If the TOR Closing Documents have not been signed within 10 days after the Effective Date, either Party that has signed the TOR Closing Documents may terminate this Agreement and the TOR Closing Documents upon five business days notice to the other Party, but if the TOR Closing Documents are fully signed by the Parties prior to the end of the five business day period, any termination notice shall be of no force or effect.

5.1.3 Delivery of Signed Agreement, TOR Closing Documents, and County Authorizing Document. The last Party to sign this Agreement and the TOR Closing Documents must deliver, within three business days after signing, (i) to the County, one signed original of this Agreement and the TOR Closing Documents, and (ii) to the AOC, all remaining signed originals of this Agreement, and the TOR Closing Documents, and the County Authorizing Document. The AOC will endeavor to cause the Memorandum to be recorded in the County Recorder's Office within 10 business days after the AOC's receipt of the signed originals of this Agreement and the TOR Closing Documents.

5.1.4 Delivery of Possession. On the TOR Closing Date, the County will deliver to the AOC custody and control over the Court Exclusive-Use Area and the non-exclusive right to occupy and use the Common Area, subject to the terms of the JOA.

5.2 TOT Closing. The TOT Closing will occur upon the recordation of the Grant Deed in the County Recorder's Office. By merely completing the Transfer of Title, the County does not waive, relinquish, limit, diminish, or convey to the State, to any extent whatsoever, the County's Equity interest in the Real Property or the right to occupy certain portions of the Real Property under the terms of the JOA.

5.2.1 TOT Closing Documents. The TOT Closing Documents are as follows:

- (a) the Grant Deed;
- (b) the Certificate; and
- (c) any other documents required by Law or reasonably requested by the County, the State Parties, or AOC's title insurance company to effect the Transfer of Title.

5.2.2 Execution and Delivery of TOT Closing Documents. The County will execute and deliver the TOT Closing Documents (along with a certified copy of the County Authorizing Document) to the AOC within 30 days after the date those documents are requested in writing by the AOC. The AOC will endeavor to present this Agreement, the signed TOT Closing Documents, and the County Authorizing Document to the PWB for approval of the Transfer of Title as promptly as possible after the TOR Closing Date. The Parties will work together, in a good faith, cooperative manner, to effect the Transfer of Title and to resolve to the satisfaction of the PWB any condition of the Real Property that the PWB requires be resolved prior to the PWB's approval of the Transfer of Title.

5.2.3 Delivery of Title. On the TOT Closing Date, the County will deliver to the State Parties title to the Real Property.

5.3 Conditions for Closing. Neither Party will be obligated to consummate the Transfers unless the following conditions are satisfied or waived prior to the applicable Closing Date. The conditions for the benefit of the County may only be waived by the County in a writing executed by the County, and the conditions for the benefit of the AOC may only be waived by the AOC in a writing executed by the AOC.

5.3.1 Conditions for the Benefit of the AOC. All of the County's representations and warranties in this Agreement must be accurate and complete in all material respects as though made on the applicable Closing Date; the County must not have breached any of the County's representations, warranties, or covenants in this Agreement; and, there must be no County Events of Default under this Agreement nor

any circumstance which, but for the passage of time or the giving of notice or both, would constitute a County Event of Default as of the applicable Closing Date.

5.3.2 Conditions for the Benefit of the County. All of the AOC's representations and warranties in this Agreement must be accurate and complete in all material respects as though made on the applicable Closing Date; the AOC must not have breached any of the AOC's representations, warranties, or covenants in this Agreement; and, there must be no AOC Events of Default under this Agreement nor any circumstance which, but for the passage of time or the giving of notice or both, would constitute an AOC Event of Default as of the applicable Closing Date.

5.4 Additional TOT Closing Conditions for the Benefit of the AOC. In addition to the conditions set forth in section 5.3.1 above, the AOC is not obligated to consummate the Transfer of Title unless on or before the TOT Closing Date: the PWB has approved the Transfer of Title as evidenced by the AOC's receipt of the Acceptance Document, and a title insurance company acceptable to the State Parties is irrevocably committed to issue an owner's policy of title insurance to the State on the TOT Closing Date insuring the State's title to the Real Property, free and clear of any liens, and subject only to other exceptions acceptable to the State Parties.

5.5 "As-Is". Subject to the terms of this Agreement, the JOA, and the Act, the AOC will accept responsibility for the Court Facility on the TOR Closing Date and the State will be granted title to the Real Property on the TOT Closing Date, respectively, in the "as is" condition of the Court Facility or the Real Property, as applicable, and without requiring payment from the County for any deficiencies in the Court Facility or the Real Property that are caused by deferred maintenance.

6. COUNTY FACILITIES PAYMENT

6.1 Amount of County Facilities Payment. The annual amount of the County Facilities Payment submitted to the State Department of Finance ("**DOF**") for approval is \$235,211, subject to adjustment under section 70362 of the Act. This amount is based on a TOR Closing Date occurring within the same fiscal quarter as the Effective Date. If the TOR Closing Date does not occur in the same fiscal quarter as the Effective Date, the Parties will recalculate the County Facilities Payment as set forth in the Act.

6.1.1 DOF Approval. If DOF does not approve the County Facilities Payment in an amount equal to or less than the amount set forth in section 6.1 of this Agreement, then the Parties will promptly meet and confer to determine how to proceed in respect of this Agreement and the Transfers, and neither Closing Date will occur unless and until the County Facilities Payment has been approved by DOF in an amount that is either (a) equal to or less than the amount set forth in section 6.1 above, or (b) has

been approved in writing by both the AOC and the County. If the County Facilities Payment has not been approved by DOF in accordance with (a) or (b) of this section 6.1.1 by 180 days after the Effective Date, either Party may cancel and terminate this Agreement upon 10 days prior notice to the other Party; provided that, if DOF approval of the County Facilities Payment in accordance with (a) or (b) of this section 6.1.1 is received during the 10-day period, any termination notice will be of no force or effect.

6.2 County Facilities Payment Obligation. The County will pay to the Controller the County Facilities Payment under Article 5 of the Act and section 6 of this Agreement.

6.2.1 Prorations. If the TOR Closing Date falls on any date other than October 1, January 1, April 1, or July 1, the first quarterly installment of the County Facilities Payment will be prorated for the period from the TOR Closing Date to the last day of the fiscal quarter in which the TOR Closing Date occurs. The regular quarterly installments of the County Facilities Payment will be \$58,802.75, based on the TOR Closing Date occurring in the same fiscal quarter as the Effective Date, and subject to adjustment under section 70362 of the Act. If the TOR Closing Date does not occur in the same fiscal quarter as the Effective Date, the amount of the first quarterly installment will be recalculated in accordance with this section 6.2.1 and section 6.1, if applicable. No later than 5 business days after the TOR Closing Date, the County will deliver to the Controller the first quarterly installment of the County Facilities Payment.

6.2.2 Quarterly County Facilities Payments. The County will make County Facilities Payments every fiscal quarter at the time and in the amount that is required by the Act and this section 6, including any adjustments to the County Facilities Payment amount, except for the first quarterly installment of the County Facilities Payment which must be adjusted and prorated in accordance with sections 6.2.1 and 6.2.2.

6.3 Additional County Payment Obligation. In addition to the County Facilities Payment set forth in section 6.1, above, and pursuant to section 70321(b) of the Act, the County shall be obligated to pay a continuing amount from the date of Transfer (the “**Additional County Payment**”) calculated by multiplying the County Facilities Payment by the percentage change in the National Implicit Price Deflator for State and Local Government Purchases, as published by the DOF, for the fiscal year in which this Agreement is executed as compared to the prior fiscal year. The Additional County Payment shall be paid to the Controller in same manner as the County Facilities Payment under section 6.2 of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

Each Party hereby makes the representations and warranties set forth in this section 7 to the other Party as of the Effective Date, the TOR Closing Date, and the TOT Closing Date. Each Party shall give written notice to the other within 5 business days of its discovery of any facts, events, or circumstances that would render any information contained in that Party's representations and warranties in this Agreement or any Closing Document incomplete, untrue, or misleading, but if a Party makes that discovery within seven calendar days prior to the applicable Closing Date, then that Party must immediately deliver written notice of the relevant information to the other Party, whereupon the applicable Closing Date will be automatically delayed to allow the Party receiving that notice sufficient time to decide whether to proceed with the Closing of the applicable Transfer.

7.1 The County's Representations and Warranties. The phrase "to the best of the County's knowledge" or words of similar import, means the actual knowledge of Terry Mann, the Deputy Director of the County's Department of General Services, and the County represents that Mr. Mann is the County staff person most knowledgeable about all the various aspects of the Property and has access to County documents and information to give the County's representations and warranties.

7.1.1 Good Standing. The County is a political subdivision of the State duly organized, validly existing, and in good standing under the Law of the State.

7.1.2 Authority. The County Authorized Signatory has been duly authorized and empowered, by a resolution or other formal action of the County Board of Supervisors, to sign this Agreement and the Closing Documents on behalf of the County.

7.1.3 Due Execution and Delivery. To the best knowledge of the County, and assuming the due authorization, execution and delivery by, and validity against, the other Parties hereto, this Agreement and the Closing Documents executed by the County are legal, valid, and binding obligations of the County enforceable against the County in accordance with their respective terms, subject in each case to: (1) laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally; (2) the application of equitable principles if equitable remedies are sought; (3) the exercise of judicial discretion in appropriate cases; and (4) the limitation on legal remedies against counties in the State of California.

7.1.4 No Conflict. To the best knowledge of the County, this Agreement and the Closing Documents do not and will not violate any provision of any agreement, obligation, or court order to which the County is a party or by which the County or any of its assets is subject or bound. To the best knowledge of the County,

there is no Law in effect that would prohibit the County's execution, delivery, or performance of its obligations under this Agreement or the Closing Documents.

7.1.5 Title to Real Property. To the best knowledge of the County, other than any Occupancy Agreements and those rights and interests that are subject to any recorded encumbrances or have been disclosed in the Property Disclosure Documents: (1) the County has good and marketable fee title to the Real Property, free and clear of any liens, claims, encumbrances, or security interests in favor of third parties; and (2) no person or entity other than the County Parties or any State Parties has any title or interest in or right to occupy or use the Real Property; and (3) the County has not granted, conveyed, or otherwise transferred to any person or entity any title or interest in or right to, or any future right to acquire, any title or interest in or right to, the Real Property.

7.1.6 Personal Property. To the best knowledge of the County, with the exception of the Building Software, there is no Tangible Personal Property or Intangible Personal Property, and to the extent the County has any right, title, or interest in or to any Tangible Personal Property or Intangible Personal Property, other than the Building Software, effective as of the TOR Closing Date, the County transfers, conveys, and quitclaims the same to the AOC.

7.1.7 No Disputes. To the best of the County's knowledge, there are no Disputes pertaining to the Property, or the County's right, title, and interest in and to the Property.

7.1.8 No Violations of Law. To the best knowledge of the County, the County has not received any written notice from any State, federal, or other governmental authority requesting or requiring the County to correct any violations of Law pertaining to the Property. To the best of County's knowledge, Security-Related Areas are either in full compliance with the standards set forth in Titles 15 and 24 of the California Code of Regulations, or are exempt from compliance with those standards.

7.1.9 Accurate Disclosure. The County maintains in its ordinary course of business the Property Disclosure Documents delivered or made available to the AOC for the Transfer. The County has not intentionally altered any of these Property Disclosure Documents in any manner that renders them inaccurate, incomplete, or misleading.

7.1.10 No Condemnation. To the best knowledge of the County, the County has not received a written notice of any pending modification of a street or highway contiguous to the Real Property, or any existing or proposed eminent domain proceeding that could result in a taking of any part of the Real Property.

7.1.11 No Environmental Violations. Except as set forth in the Property Disclosure Documents provided to the AOC, or in any environmental assessments or investigations of the Real Property performed by the AOC, to the best knowledge of the County, there are no existing violations of Environmental Laws in, on, under, adjacent to, or affecting the Real Property.

7.1.12 Full and Complete Disclosure. To the best knowledge of the County, the County provided to the AOC all existing Property Disclosure Documents within the County's possession, custody, or control.

7.1.13 Service Contracts. To the best knowledge of the County, other than Service Contracts for elevators and fire extinguishers, there are no Service Contracts with respect to the Court Facility. Subject to section 4.3.3 above, on and after the Transition Date, the County shall terminate the Service Contracts for elevators and fire extinguishers in respect of the Court Facility, and the Parties will work together to cause new contracts for those goods/services to be entered into directly by the AOC.

7.1.14 No Special Circumstances. The County has not undertaken or commenced any Pending Projects in or around the Real Property, the Real Property is not subject to "bonded indebtedness" as defined in section 70301(a) of the Act, and the Building is not an "historical building" as defined in section 70301(f) of the Act.

7.2 AOC's Representations and Warranties. The phrase "to the best of the AOC's knowledge," or words of similar import, means the actual knowledge of the Director, Office of Court Construction and Management, and the AOC represents that this is the person within the AOC most knowledgeable with respect to the matters described in the AOC's representations and warranties, and has access to AOC documents and information to give the AOC's representations and warranties.

7.2.1 Good Standing. The Administrative Office of the Courts is the staff agency to the Council, an entity established by the Constitution of the State, validly existing under the Law of the State.

7.2.2 Authority. The AOC Authorized Signatory has been duly authorized and empowered to sign this Agreement and the Closing Documents on behalf of the AOC.

7.2.3 Due Execution and Delivery. To the best knowledge of the AOC, and assuming the due authorization, execution and delivery by, and validity against, the other Parties hereto, this Agreement and the Closing Documents executed by the AOC are legal, valid and binding obligations of the AOC enforceable against the AOC in accordance with their respective terms, subject in each case to: (1) laws relating to

bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally; (2) the application of equitable principles if equitable remedies are sought; (3) the exercise of judicial discretion in appropriate cases; and (4) the limitation on legal remedies against the State.

7.2.4 No Conflict. To the best knowledge of the AOC, this Agreement and the Closing Documents do not and will not violate any provision of any agreement, obligation, or court order, to which the AOC is a party or by which the AOC or any of its property is subject or bound. To the best knowledge of the AOC, other than the PWB's approval of the Transfer of Title, no other action of any governmental agency or authority is required for, and the AOC has no actual knowledge of any Law in effect which would prohibit, the AOC's execution, delivery, or performance of its obligations under this Agreement or the Closing Documents.

7.2.5 No Disputes. To the best of the AOC's knowledge, there are no Disputes pertaining to the Court Facility, or the AOC's right to and interest in the Court Facility.

7.2.6 No Violations of Law. To the best knowledge of the AOC, the AOC has not received any written notice from any State, federal, or other governmental authority requesting or requiring the AOC to correct any violations of Law pertaining to the Court Facility.

7.2.7 No Environmental Violations. Except as set forth in the Property Disclosure Documents provided to the AOC, or in any environmental assessments or investigations of the Real Property performed by the AOC, to the best knowledge of the AOC, there are no existing violations of Environmental Laws in, on, under, adjacent to, or affecting the Court Facility.

7.3 Representations and Warranties for TOT Closing. Each Party makes the representations and warranties set forth in this section 7.3 to the other Party effective only on the TOT Closing Date:

7.3.1 The Certificate. To the best knowledge of each Party, the matters described in the Certificate are the only exceptions to the accuracy or completeness of that Party's representations and warranties set forth in section 7.1 or 7.2 of this Agreement, respectively, as of the TOT Closing Date.

8. INDEMNITIES

8.1 The AOC's Indemnities. The AOC agrees to indemnify, defend, and hold harmless the County Parties (with counsel reasonably acceptable to the County) from and against all liability, damages, attorney fees, costs, expenses, or losses (referred to as

“**Indemnified Loss**” in this section) asserted against the County Parties arising from the following except as set forth in section 8.3 below:

8.1.1 Covenants. Any material breach by a State Party of its obligations set forth in this Agreement or any Closing Documents;

8.1.2 Representations and Warranties. Any breach of the AOC’s representations and warranties contained in section 7.2 of this Agreement or in the Closing Documents; and

8.1.3 AOC Responsibilities. Any event that occurs, or Dispute that commences, on or after the TOR Closing Date, to the extent the Indemnified Loss results from, or is directly attributable to, (i) the Court’s occupancy of the Court Exclusive-Use Area, or (ii) the Court’s shared use of the Common Area, or (iii) the AOC’s Operation of or responsibility for the Property (except for the County Exclusive-Use Area) and the Parking Area, in each case, on or after the TOR Closing Date. This indemnity cannot be deemed or construed to limit or diminish the State Parties’ obligations contained in any agreement between the State Parties and the County Parties, or that are otherwise required by Law, which are required or permitted to be performed after the TOR Closing Date.

8.2 The County’s Indemnities. The County agrees to indemnify, defend, and hold harmless the State Parties (with counsel reasonably acceptable to the AOC) from and against all Indemnified Loss asserted against the State Parties arising from the following except as set forth in section 8.3 below:

8.2.1 Covenants. Any material breach by a County Party of its obligations set forth in this Agreement or the Closing Documents;

8.2.2 Representations and Warranties. Any breach of the County’s representations and warranties contained in section 7.1 of this Agreement or set forth in the Closing Documents;

8.2.3 County Responsibilities. Any event that occurs, or Dispute that commences, prior to the TOR Closing Date, or which is otherwise attributable to the time prior to the TOR Closing Date, to the extent the Indemnified Loss results from, or is directly attributable to, the County’s ownership, occupancy, Operation of, or responsibility for, the Property. This indemnity cannot be deemed or construed to limit or diminish the County Parties’ obligations contained in any agreement between the State Parties and the County Parties, or that are otherwise required by Law, which are required or permitted to be performed after the TOR Closing Date; and

8.2.4 CERCLA. Under section 70393(d) of the Act, any liability imposed on the State pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (42 U.S.C. section 9601 et seq.) (“**CERCLA**”), or related provisions, for conditions that existed on the Real Property at the time of the TOR Closing Date whether or not known to the County.

8.3 Indemnity Exclusions. Neither Party will be entitled to be indemnified, defended, or held harmless by the other Party under this Agreement in respect of any event, circumstance, or condition that arises from its own negligence or willful misconduct. The indemnification obligations of the Parties under sections 8.1 and 8.2 of this Agreement will in no event release the Parties from their respective obligations set forth in this Agreement, the Closing Documents, or any other agreement, or in any way diminish the duty of either Party to fully and faithfully perform those obligations.

9. **RIGHT TO AUDIT**

The County will maintain all records relating to the County Payment Obligations due and owing from the County under the Act and this Agreement for the period of time required by Law. The County will also maintain an accounting system, supporting fiscal records, and agreements related to the Property to address claims and disputes arising under this Agreement and the Closing Documents in accordance with the requirements of the Act. The County will also maintain records relating to all receipts and expenditures from the local courthouse construction fund established under Government Code section 76100, which the AOC has the right to audit under section 70391(d)(2) of the Act. The County will provide to the AOC, or its designated representative or consultant, copies of, or access to, these records and supporting documents for inspection and audit at any reasonable time upon reasonable prior notice.

10. **DEFAULT NOTICE AND CURE**

Upon a Party’s breach or default of any provision of this Agreement, the non-defaulting Party will provide written notice to the defaulting Party of the breach or default (“**Default Notice**”). Upon receipt of the Default Notice, the defaulting Party will have 30 calendar days to cure the breach or default described in the Default Notice and to provide evidence of that cure to the non-defaulting Party. If the breach or default is not capable of cure within the 30 calendar day period, then no breach or default can be deemed to have occurred by reason of the failure to cure so long as the defaulting Party promptly begins and diligently and continuously performs the cure to completion within a reasonable time period, not to exceed 90 calendar days from commencement of the cure (“**Cure Period**”). If the defaulting Party does not provide evidence of the cure to the non-defaulting Party within the Cure Period, then the defaulting Party will be deemed to have committed an “**Event of Default**,” and the non-defaulting Party will have the right,

but not the obligation, to pursue its rights with respect to resolution of disputes under section 11 of this Agreement. The Parties may at any time mutually agree to commence the dispute resolution procedures in section 11 of this Agreement before the end of the Cure Period.

11. DISPUTE RESOLUTION

11.1 Unassisted Negotiation; Mediation. In the event of a dispute between the Parties arising under or relating to performance of the Parties' obligations under this Agreement, or any aspect of the transactions contemplated in this Agreement, the County Administrator and an Assistant Director of the AOC's Office of Court Construction and Management, or their respective designees, will meet to discuss a resolution to the dispute. Any designee appointed must have the authority to negotiate for, and to effectively recommend settlement to, the Party that he or she represents. If the Parties are not able to resolve their dispute within 30 calendar days through that unassisted negotiation, they will attempt to resolve the dispute by mediation under this section 11.1. If the dispute concerns a matter within the jurisdiction of the Court Facilities Dispute Resolution Committee ("**CFDRC**"), established by section 70303 of the Act, the Parties must first mediate the dispute before a Party can commence a dispute resolution proceeding before the CFDRC.

11.1.1 Initiation of Mediation. Either or both of the Parties may request the initiation of mediation for any dispute described in section 11.1, whether or not the dispute falls within the CFDRC's jurisdiction, by delivering a written request for mediation ("**Mediation Request**") to the other Party. The Mediation Request must (1) include a brief summary of the issues in dispute, (2) state the dates on which the requesting Party is unavailable to attend the mediation within the immediately-succeeding 90 calendar days after the delivery to the other Party of the Mediation Request, and (3) list at least three neutral mediators who are acceptable to the requesting Party for mediation of the dispute. Within ten calendar days after the requesting Party's delivery of a Mediation Request to the other Party, the responding Party must deliver to the requesting Party a response to the Mediation Request ("**Mediation Response**"), which must: (a) include a brief summary of the issues in dispute (which may or may not be the same as the summary provided by the requesting Party); (b) state the dates on which the responding Party is unavailable to attend the mediation within the 80 calendar days immediately following the requesting Party's receipt of the Mediation Response; and (c) state whether any of the neutral mediators listed in the Mediation Request are acceptable to the responding Party and, if none are, then the Mediation Response must list at least three neutral mediators who are acceptable to the responding Party.

11.1.2 Selection of Mediator. Within 10 calendar days after delivery to the requesting Party of the Mediation Response, the Parties will attempt in good faith to

agree upon a neutral mediator to preside over the mediation. If the Parties are not able to agree upon a neutral mediator within 10 calendar days after delivery to the requesting Party of the Mediation Response, the Parties must apply to a mutually agreeable mediation service for selection of a neutral mediator to mediate the dispute. The Parties' application to a mediation service must be filed in accordance with the selected mediation service's applicable rules and procedures then in effect, and must include copies of the Mediation Request and Mediation Response. The mediator must be a person with a reasonable degree of experience and expertise in handling disputes involving governmental entities. The mediator must have no current or prior involvement with either Party in the negotiations between the Parties related to the Act or any of the court facility transfers provided for in the Act, and shall discharge his or her duties impartially and as a neutral, independent participant to the mediation process to assist the Parties to achieve a settlement and compromise of their dispute, taking into consideration the relevant facts, applicable Law, and the pertinent provisions of any relevant agreement between the Parties. The selection of a mediator by the mediation service will be final and binding on the Parties.

11.1.3 Cost of Mediation. The Parties will share equally in payment of all costs of the mediation, including the compensation of the mediator. The Parties and the mediator must reach a written agreement regarding the mediator's compensation and expenses before the mediation is commenced.

11.1.4 Date, Time, and Place of Mediation. In consultation with the Parties, the mediator will fix the date, time, and place of each mediation session. The mediation may be held at any convenient location agreeable to the Parties and the mediator. Mediation must be completed within 90 calendar days after the requesting Party's delivery to the responding Party of the Mediation Request.

11.1.5 Attendance at Mediation. Both Parties must attend the mediation session(s). The Parties may satisfy this attendance requirement by sending a representative familiar with the facts of the dispute, who has the authority to negotiate on behalf of, and to effectively recommend settlement to, the Party he or she represents. Any Party to the mediation may have the assistance of an attorney or other representative of its choice, at its own cost. Other persons may attend the mediation sessions only with the consent of the Parties and the mediator.

11.1.6 Statements Before Mediation. The mediator will determine the manner in which the issues in dispute will be framed and addressed. The Parties should expect that the mediator will request a premediation statement outlining facts, issues, and positions of each Party ("**Premediation Statement**") in advance of the mediation session. At the discretion of the mediator, the Premediation Statements or other information may be mutually exchanged by the Parties.

11.1.7 Confidentiality. The mediation will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154 will apply to all written and verbal evidence presented in the mediation and to settlement communications made in the Premediation Statement, during the mediation itself, or otherwise in furtherance of or related to the mediation or the settlement of the dispute. The Premediation Statements shall be confidential, for settlement purposes only, and will not be admissible for any purpose other than for the mediation. Without limiting the foregoing, the provisions of California Evidence Code sections 1115 through 1128, inclusive, will apply in connection with any mediation under this Agreement.

11.2 Resolution of Claims Remaining After Mediation. After compliance with the terms of section 11.1 of this Agreement, the Parties shall proceed as follows in respect of any dispute that remains unresolved: (i) if the unresolved dispute involves any of the matters described in sections 70303(c)(1) through (5) of the Act, the Parties shall refer the dispute to the CFDRC for hearing and recommendation to, and decision by, the Director of Finance, pursuant to the Act and the regulations and rules adopted by the CFDRC; or (ii) if the unresolved dispute does not involve any of the matters described in sections 70303(c)(1) through (5) of the Act, then the Parties may proceed to resolve the dispute in any manner permitted at Law or in equity.

12. NOTICES

Any notice or communication required to be sent to a Party pursuant to this Agreement must refer to this Agreement and must state that the notice is being sent pursuant to this section 12. The notice must be sent in writing by personal delivery (including overnight courier service), certified U.S. mail, postage pre-paid and with return receipt requested, to the Parties at their addresses indicated below. Routine exchange of information may be conducted via telephone, facsimile, and/or electronic means, including e-mail.

If to the AOC:

Administrative Office of the Courts
Office of Court Construction and Management
Attention: Portfolio Administration Analyst for the
Bay Area/Northern Coastal Region
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 415-865-4053
Fax: 415-865-8885

With a copy to:

Administrative Office of the Courts
Office of Court Construction and Management
Attention: Manager, Real Estate
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-4048
Fax: 415-865-8885

In addition, all audit requests and notices by the County relating to termination of this Agreement or alleged breach or default by the AOC of this Agreement or a Closing Document must also be sent to:

Administrative Office of the Courts
Attention: Senior Manager, Business Services
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Voice: 415-865-4090

If to the County:

County Administrator
County of Contra Costa
Attention: Capital Facilities Manager
651 Pine Street, 11th Floor
Martinez, CA 94553
Voice: (925) 335-1021

and

General Services Director
County of Contra Costa
Attention: Deputy Director
1220 Morello Avenue, Suite 200
Martinez, CA 94553
Voice: (925) 313-7163

With a copy to:

Office of the County Counsel
County of Contra Costa
651 Pine Street, 9th Floor
Martinez, CA 94553
Voice: (925) 335-1800

A Party may change its address for notice under this Agreement by giving written notice to the other Party in the manner provided in this section 12. Any notice or communication sent under this section 12 will be deemed to have been duly given as follows: (1) if by personal delivery, on the date actually received by the addressee or its representative at the address provided above, or (2) if sent by certified U.S. mail, return receipt requested, on the first business day that is at least 3 calendar days after the date deposited in the U.S. Mail.

13. SURVIVAL OF TERMS AND PROVISIONS

The following sections of this Agreement will survive the TOR Closing and the TOT Closing, and will remain in full force and effect: 3, 4, 5.1.3, 5.2.2, 5.3, 5.4, 5.5, and 6 through 14, inclusive. All other rights and duties hereunder will cease on the TOT Closing Date. In the event of the termination of this Agreement, all documents, other tangible objects, and information containing or representing confidential or proprietary information which have been disclosed by one Party to the other, and all copies which are in the possession or under the control of the other Party will be and remain the property of the Party that disclosed the documents, objects, and information, and all those documents and other tangible objects will be promptly returned to the Party that disclosed them at that Party's written request.

14. MISCELLANEOUS

14.1 Amendments. This Agreement may be amended only by written agreement signed by both of the Parties.

14.2 Waivers. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by both the AOC and the County. Waiver by either Party at any time of any breach of this Agreement cannot be deemed a waiver of or consent to a breach of the same or any other provision of this Agreement. If a Party's action requires the consent or approval of the other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

14.3 Force Majeure. Neither Party is responsible for performance under this Agreement to the extent performance is prevented, hindered, or delayed by fire, flood,

earthquake, elements of nature, acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, or terrorism, whether foreseeable or unforeseeable.

14.4 Assignment. Neither Party may assign this Agreement in whole or in part, whether by operation of law or otherwise, to any other entity, agency, or person without the prior written consent of the other Party. Even if that consent is given, any assignment made in contravention of any Law will be void and of no effect.

14.5 Binding Effect. This Agreement binds the parties and their permitted successors and assigns.

14.6 Third Parties Benefited. The State Parties are intended beneficiaries of all provisions of this Agreement and the Closing Documents for the benefit of the AOC. The County Parties are intended beneficiaries of all provisions of this Agreement and the Closing Documents for the benefit of the County. Nothing in this Agreement, the JOA, or any of the other Closing Documents, express or implied, is intended to confer on any other person, other than the State Parties and County Parties, any rights under or by reason of this Agreement.

14.7 Governing Law. This Agreement, and the Parties' performance under this Agreement, will be exclusively governed by the laws of the State without regard to its conflict of law provisions. The Parties, to the fullest extent permitted by Law, knowingly, intentionally, and voluntarily, with and upon the advice of competent counsel, submit to personal jurisdiction in the State of California over any suit, action, or proceeding arising from or related to the terms of this Agreement.

14.8 Construction. The headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement. The words "hereof," "herein," and "hereunder," and other words of similar import, refer to this Agreement as a whole and not to any subdivision contained in this Agreement. This Agreement and the Closing Documents will not be construed against any Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively.

14.9 Integration. This Agreement and the Closing Documents executed and delivered by the AOC or the County, contain the entire agreement of the Parties with respect to the Transfers, and supersede all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties.

14.10 Capitalized Terms. The capitalized terms used in this Agreement have the meanings ascribed to them in this Agreement.

14.11 Incorporation By Reference. The Exhibits contained in or attached to this Agreement are all incorporated into and made a part of this Agreement for all purposes, and all references to this Agreement in any of the recitals or Exhibits will mean and include the entirety of this Agreement.

14.12 Severability. If any term of this Agreement is inconsistent with applicable Law, then upon the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all parts of this Agreement not affected by the inconsistency will remain in full force and effect.

14.13 Further Assurances. The Parties agree to cooperate reasonably and in good faith with one another to (1) implement the terms and provisions set forth in this Agreement and the Act, and (2) consummate the transactions contemplated herein, and will execute any further agreements and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this Agreement, the Closing Documents, and the Act.

[CONTINUED ON NEXT PAGE]

The Parties agree to the terms of this Agreement.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

**JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS**

By: _____
Name: Dianne Barry
Title: Attorney
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

**COUNTY OF CONTRA COSTA, a political
subdivision of the State of California**

On _____, 200__, before me,
_____, Deputy Clerk of the Board of
Supervisors, Contra Costa County, State of California, and for
said County and state, personally appeared
_____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

By: _____
Name: _____
Title: _____
Date: _____

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.

By: _____ (Seal)
Deputy Clerk

APPROVED AS TO FORM:

SILVANO B. MARCHESI
County Counsel
County of Contra Costa

By: _____
Deputy County Counsel

EXHIBITS

Exhibit “A-1” – Legal Description of the Land

Exhibit “A-2” – Depiction of Land

Exhibit “B” – Copy of Site Plan and Floor Plan

Exhibit “C” – Depiction of Parking Area

Exhibit “D” – Categories of Property Disclosure Documents

Exhibit “E” – Form of Joint Occupancy Agreement

Exhibit “F” – Form of Memorandum of Joint Occupancy Agreement

Exhibit “G” – List of Building Equipment

Exhibit “H” – Form of Datedown Certificate

Exhibit “I” – Form of Grant Deed

Exhibit “J” – Copy of Section 70324 of the Act

Facility # 07-F1
Building Name: Richmond Bay District Courthouse
Building Address: 100 37th Avenue, Richmond, CA

DRAFT

PRINT DATE: 3/12/09

JOINT OCCUPANCY AGREEMENT
BETWEEN
THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS,
AND
THE COUNTY OF CONTRA COSTA

JOINT OCCUPANCY AGREEMENT

1. PURPOSE

The Judicial Council of California (“**Council**”), Administrative Office of the Courts (together, the “**AOC**”), and the County of Contra Costa (“**County**”) set forth the terms and conditions for the Parties’ shared possession, occupancy, and use of the Real Property.

2. DEFINITIONS

“**Act**” means The Trial Court Facilities Act of 2002 (Government Code sections 70301-70404) as of the Effective Date.

“**Agreement**” means the Transfer Agreement for the Transfer of Responsibility for Court Facility, by and between the AOC and the County, of even date herewith.

“**AOC Claim**” means any demand, complaint, cause of action, or claim related to the period on and after the Effective Date, alleging or arising from acts, errors, omissions, or negligence of the Court in the administration and performance of judicial operations in the Court Facility (e.g., allegations of civil rights violations made by a third party against a Court employee).

“**AOC Share**” means 74.99 percent, which is the percentage of the Total Exclusive-Use Area occupied by the Court on the Effective Date. The Parties acknowledge that the AOC Share may change upon the mutual, written agreement of the Parties.

“**Appraiser**” means an MAI appraiser with at least five years experience in appraising real properties similar to the Real Property.

“**Broker**” means a real estate broker licensed by the California Department of Real Estate with adequate knowledge and experience in assessing and providing opinions of value for real properties similar to the Real Property.

“**Building**” means the building that includes the Court Facility commonly referred to as the Richmond Bay District Courthouse, located on the Land and occupied by the Court and the County, all connected structures and improvements, and all Building Equipment.

“**Building Equipment**” means all installed equipment and systems that serve the Building, including the Building Software and those items listed on Exhibit “G” to the

Agreement. The Building Equipment does not include the equipment and systems that exclusively serve the Exclusive-Use Area of only one Party.

“**Building Software**” means the software program called On Guard ET that is licensed to the County by Lenel for the operation of a keycard entry system in the Building.

“**Campus**” means the real property on which the Land, the Building, the Parking Area and other unrelated improvements, including the Health Building Archival Storage (AOC Facility #07-F2), are located, as described on **Attachment “1”** and as shown on **Attachment “2”** to this JOA.

“**Claim**” is defined in section 6.2.2 of this JOA.

“**Common Area**” means the areas of the Real Property that are used non-exclusively and in common by, or for the common benefit of, the AOC, the County, the Court, and any Occupants, and includes (1) those portions of the Building depicted as Common Area on **Attachment “2”** to this JOA including hallways, stairwells, and restrooms that are not located in either Party’s Exclusive-Use Area, (2) foundations, exterior walls, load-bearing walls, support beams, exterior windows, the roof, and other structural parts of the Building, (3) Building Equipment and Utilities that do not exclusively serve only one Party’s Exclusive-Use Area, (4) driveways, walkways, and other means of access over the Land and through the Building to the Court Exclusive-Use Area, and (5) the Parking Area. The Common Area does not include any part of the Exclusive-Use Area of either Party except for any Building Equipment that is located in a Party’s Exclusive-Use Area.

“**Contractors**” means all third-party contractors, vendors, service providers, and all levels of subcontractors, and their respective employees, consultants, and representatives, that provide goods, services, or supplies with respect to the Operation of any part of the Real Property.

“**Contributing Party**” means the County.

“**County Exclusive-Use Area**” means the 13,274 square feet of the floor space in the Building, which are exclusively occupied and used by the County as depicted on **Attachment “2”** to this JOA. As of the Effective Date, the County Exclusive-Use Area is 25.01 percent of the Total Exclusive-Use Area.

“**County Facilities Payment**” means the payments the County must make to the Controller with respect to the Court Facility under Article 5 of the Act.

“County Parties” means the County, its elected and appointed officers, agents, and employees.

“County Share” means 25.01 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County as of the Effective Date. The Parties acknowledge that the County Share may change upon the mutual, written agreement of the Parties.

“Court” means the Superior Court of California, County of Contra Costa.

“Court Exclusive-Use Area” means the 39,805 square feet of the floor space of the Building that are exclusively occupied and used by the Court, as depicted on **Attachment “2”** to this JOA. As of the Effective Date, the Court Exclusive-Use Area is 74.99 percent of the Total Exclusive-Use Area.

“Court Facility” means all spaces, fixtures, and appurtenances described in section 70301(d) of the Act, including the Court Exclusive-Use Area, which includes eight rooms for holding superior court, eight chambers of judges of the Court, fourteen walk-up windows, 6 rooms for secure holding of prisoners attending Court sessions, rooms for attendants of the Court, offices for Court staff, rooms for storage, and certain other areas required or used for Court functions, together with the non-exclusive right to occupy and use the Common Area subject to the terms of this JOA, and with the right to enter, exit, pass over, and pass through the Land as necessary to access the Court Facility and the Parking Area. A copy of a site plan depicting the location of the Building on the Land and a floor plan depicting the layout of the Building interior, are attached as Exhibit **“B”** to the Agreement.

“Damaged Property” is defined in section 6.1.4 of this JOA.

“Deficiency” means any physical condition of, damage to, or defect in the Common Area arising after the Effective Date that: (1) threatens the life, health, or safety of persons occupying or visiting the Building, (2) unreasonably interferes with, disrupts, or prevents either Party’s occupancy or use of the Real Property, or its ability to conduct its business operations in its Exclusive-Use Area, in an orderly, neat, clean, safe, and functional environment, (3) threatens the security of the employees, guests, invitees, or patrons of either Party, (4) threatens to diminish the value of the Contributing Party’s Exclusive-Use Area or the Common Area, or threatens to damage or destroy the business personal property of the Contributing Party or the Court located in the Building, (5) threatens the preservation of the Contributing Party’s files, records, and documents located in the Building, or (6) causes or exacerbates an unsafe, unsanitary, unlawful, or

non-functional condition affecting the Contributing Party's Exclusive-Use Area or the Common Area.

"Effective Date" means the date that this JOA is signed by the last Party to sign.

"Emergency" means a sudden, unexpected event or circumstance, on or affecting the Common Area or the Real Property, that results in a Deficiency.

"Equipment Permits" means all permits, certificates, and approvals required for lawful Operation of any of the Building Equipment.

"Equity" means the term "equity" as used and referred to in the Act.

"Estimated Shared Costs" means the Managing Party's reasonable, itemized estimate of the Shared Costs for a fiscal year; provided that, the Managing Party's first estimate of the Shared Costs will cover the period from the Effective Date to the last day of the fiscal year in which the Effective Date occurs.

"Exclusive-Use Area" means the Court Exclusive-Use Area or the County Exclusive-Use Area, as determined by the context in which the term is used.

"Hazardous Substance" means any material or substance regulated under any federal, state, or local laws, ordinances, regulations, rules, statutes, and administrative actions or orders respecting hazardous or toxic substances, waste, or materials, or industrial hygiene.

"Incident" is defined in section 6.2.2 of this JOA.

"Indemnified Loss" means all liability, damages, attorney fees, costs, expenses, or losses with respect to which either Party is obligated to indemnify the other Party under this JOA.

"JOA" means this Joint Occupancy Agreement.

"Land" means a portion of the Campus on which the Building and the Parking Area are located, as depicted on **Attachment "2"** to this JOA.

"Law" means State and federal codes, ordinances, laws, legally-promulgated regulations, the California Rules of Court, and judicial and administrative orders and directives, to the extent binding on the County Parties or the State Parties, and issued by a court or governmental entity with jurisdiction over the County Parties or the State Parties.

“Liability Claim” means any demand, complaint, cause of action, or claim alleging (1) bodily injury to or death of third parties (excluding any employees of State Parties or County Parties acting within the scope of their employment as such) in, on, or about the Real Property, and (2) damage to or destruction of personal property of a third party (other than personal property of a County Party or a State Party) in, on, or about the Real Property, but excludes all AOC Claims.

“Major Deficiency” means any Deficiency: (i) that cannot, with reasonable diligence, be corrected within 10 days, or (ii) as to which the estimated cost to correct will result in Excess Costs in an amount greater than 10 percent of the Estimated Shared Costs for the fiscal quarter in which the Parties anticipate the correction will be performed, under section 4.2 of this JOA.

“Managing Party” means the AOC.

“Memorandum” means the document titled Memorandum of Joint Occupancy Agreement that will be recorded in the official records of the County as an encumbrance on the Land pursuant to the Agreement and that is similar in form and content to the document attached as Exhibit “F” to the Agreement.

“Non-Ownning Party” means the Party that does not own fee title to the Real Property.

“North Parking Lot” means the unsecured, above-ground parking lot located to the north of the Building containing a total of 44 parking spaces, of which **nine** parking spaces are designated and reserved for use by the Court and **35** parking spaces are designated and reserved for use by the County, as shown on Exhibit “C” to the Agreement.

“Occupancy Agreement” means any agreement or arrangement that entitles a third party to occupy or use the Real Property for a period that continues after the TOR Closing Date, and that cannot be terminated on 30 or fewer days notice.

“Occupant” means any party that occupies or uses the Real Property under an Occupancy Agreement.

“Operation” means administration, management, maintenance, and repair, but does not include custodial services, which are not governed by the Agreement or this JOA.

“Owner” means the Party that owns fee title to the Real Property, which shall be the County prior to the TOT Closing Date, and the State after the TOT Closing Date.

“Parking Area” means the North Parking Lot and the South Parking Lot, collectively.

“Party” means either the AOC or the County, and **“Parties”** means the AOC and the County.

“Property Damage Claim” means any claim or demand arising from or related to direct, physical loss or damage to the Real Property that is required to be covered by the Property Insurance Policies.

“Property Insurance Costs” means all costs of providing the Property Insurance Policies, including premiums, deductibles, and self-insurance retention amounts under Owner’s self-insurance program.

“Property Insurance Policies” means one or more policies of property insurance maintained by the Owner that insure the Building against those risks covered under a form of coverage with terms and conditions as comprehensive as those in an All-Risk/Special Form property insurance policy and, when applicable, the comprehensive form of equipment breakdown insurance, with coverage amounts equal to at least the 100 percent Replacement Cost of the Building. Owner’s obligation to provide the Property Insurance Policies may be satisfied, in whole or in part, by any self-insurance or deductible maintained by the Owner for the Building, or by Owner’s participation in a joint powers authority established for the purpose of pooling self-insured claims.

“Property Loss” means any loss or damage to, or destruction of, the Real Property that arises from a cause that is required to be covered under the terms of the Property Insurance Policies.

“Real Property” means the Land and the Building.

“Restricted Area” means all areas (i) within the Court Exclusive-Use Area that are not generally accessible to the public, including judges’ chambers, all non-public restrooms, elevators, break rooms, and corridors, and other non-public spaces that are dedicated for use only by judges or Court staff and employees, and (ii) public areas of the Common Area and the Court Exclusive-Use Area during non-business hours that are subject to security screening during normal business hours.

“Share” means the AOC Share or the County Share, as determined by the context in which the term is used.

“Shared Costs” means: (i) the cost of owned or rented capital replacement items, improvements, equipment, and repairs in or benefiting the Common Area; (ii) the cost of normal, day-to-day Operation of the Common Area including the cost of Utilities provided to the Common Area, and the cost of maintaining Equipment Permits (but excluding any late fees, interest, penalties, or other charges arising from the Managing Party’s failure to timely pay those costs or keep the Equipment Permits in effect); (iii) the cost of Utilities provided to the Exclusive-Use Areas, if Utilities are not separately metered for the Exclusive-Use Areas; and (iv) any Property Insurance Costs, subject to section 4.5 below. Shared Costs do not include: (a) any cost that is primarily for the purpose of benefiting a Party’s Exclusive-Use Area, including the cost of Utilities that are separately metered for a Party’s Exclusive-Use Area; (b) late fees related to any item that would otherwise be a Shared Cost, unless those late fees are pre-approved by both Parties, or are necessary to remedy the imminent threat arising from an Emergency; (c) any fees, fines, penalties, interest, or other charges arising from the Managing Party’s Operation of the Real Property in a negligent manner or a manner that does not comply with Law; or (d) any cost that arises from the sole willful misconduct or gross negligence of a Party, its officers employees, agents, or Contractors. Notwithstanding anything to the contrary, Shared Costs do not include any cost, expense or fee arising as a result of the construction of an alternate point of entry/exit on and to the Real Property, which will replace an access agreement to use a certain portion of the Campus not being transferred to the AOC, including, without limitation, any cost, expense or fee for design, engineering, plans, permits, inspections, demolition, disposal, grading, drainage, paving, hardscape (including curbs, gutters and sidewalks), striping, signage, fencing and gated access points, if any.

“State Parties” means the Council, the Administrative Office of the Courts, and the Court, and their respective elected and appointed officials, officers, agents, and employees.

“Telecommunications MOU” means the Interagency Agreement (County Provides Services) between the County and the Court, and the Service Plan attached thereto, effective between July 1, 2005 and June 30, 2010, as amended or renewed from time to time.

“Term” means the term of this JOA, which commences on the Effective Date and continues indefinitely until the Parties enter into a written agreement terminating this

JOA. Upon termination of this JOA, the Memorandum shall be terminated and removed as an encumbrance on the Land.

“**Termination Agreement**” means the document titled Termination of Joint Occupancy Agreement in the form and content attached as **Attachment “4”** to this JOA.

“**Total Exclusive-Use Area**” means the Court Exclusive-Use Area and the County Exclusive-Use Area, together.

“**Utilities**” means the utilities services provided to the Real Property, except for telephone, cable, internet, and other data services, which are governed by section 3.8 of this JOA.

3. RIGHTS AND RESPONSIBILITIES

3.1 Rights to Exclusive-Use Area and Common Area. Under the Act, the Agreement, and this JOA, the County has the right to exclusively occupy and use the County Exclusive-Use Area and the non-exclusive right to occupy and use the Common Area, and the AOC has the right to exclusively occupy and use the Court Exclusive-Use Area and the non-exclusive right to occupy and use the Common Area. Each Party’s non-exclusive right to use the Common Area must: (i) not interfere with the other Party’s use of its Exclusive-Use Area or the Common Area; (ii) not materially increase the other Party’s obligations under this JOA; and (iii) comply with Law. The Parties may from time to time agree on reasonable rules and regulations for their shared use of the Common Area.

3.2 Responsibility for Exclusive-Use Areas and Common Area.

3.2.1 Exclusive-Use Areas. During the Term, each Party is responsible for the Operation of its Exclusive-Use Area at its sole cost and expense. Each Party may make alterations and additions to its Exclusive-Use Area, as long as those alterations and additions do not unreasonably interfere with the other Party’s use or structural integrity of its Exclusive-Use Area or the Common Area.

3.2.2 Common Area. The Managing Party is responsible for the Operation of the Common Area and will provide and pay for Utilities to the Real Property under this JOA, subject to the Contributing Party’s obligations under section 4 of this JOA. The Managing Party may make reasonable additions and alterations to the Common Area, the cost of which will be a Shared Cost, but the Managing Party must first obtain the written consent of the Contributing Party to those additions or alterations, which consent will not be unreasonably withheld, conditioned, or delayed. If the

Contributing Party neither consents, nor provides to the Managing Party a reasonably-detailed description of its reasons for withholding its consent, within 30 days after the Contributing Party's receipt of the Managing Party's request for consent to the Common Area additions or alterations, the Contributing Party will be deemed to have consented, and will be responsible to pay its Share of the costs and expenses incurred by the Managing Party in making the Common Area alterations or additions described in the Managing Party's request for consent.

3.2.3 Correction of Deficiencies.

3.2.3.1 Deficiency. Upon the Managing Party's discovery of a Deficiency, the Managing Party must either (i) correct the Deficiency within 20 days, or (ii) if the Deficiency is a Major Deficiency, send a written notice to the Contributing Party, within 10 days, describing the Major Deficiency and providing an estimate of the cost and time needed to correct the Major Deficiency ("**Major Deficiency Notice**").

3.2.3.2 Contributing Party Deficiency Notice. The Contributing Party may at any time, but is not obligated to, send a written notice to the Managing Party describing the Deficiency (the "**Contributing Party Deficiency Notice**"). Upon receipt of any Contributing Party Deficiency Notice, the Managing Party must either: (i) correct the Deficiency by no later than 20 days after the Managing Party's receipt of the Contributing Party Deficiency Notice; or (ii) within 10 days after the Managing Party's receipt of the Contributing Party Deficiency Notice, send a Major Deficiency Notice to the Contributing Party.

3.2.3.3 Contributing Party's Right to Correct. If the Managing Party neither corrects the Deficiency nor sends a Major Deficiency Notice within the time periods provided in section 3.2.3.2, then the Contributing Party may, but is not obligated to, without giving any notice or commencing any cure period under section 10 of this JOA, correct the Deficiency described in the Contributing Party Deficiency Notice in any reasonable manner under the circumstances. If the Contributing Party corrects the Deficiency, the Contributing Party will be entitled to reimbursement from the Managing Party, under section 3.2.3.4, below, of the Managing Party's Share of the actual costs incurred by the Contributing Party to correct the Deficiency, whether or not the Deficiency is a Major Deficiency.

3.2.3.4 Correcting Party; Reimbursement. The Party that actually performs the correction of a Deficiency or a Major Deficiency is the "**Correcting Party.**" The Correcting Party will endeavor to contact the non-Correcting Party prior to performing the correction of a Deficiency or a Major Deficiency. The Correcting Party is entitled to be reimbursed by the non-Correcting Party for the non-

Correcting Party's Share of the actual costs that the Correcting Party incurs in correcting each Deficiency, as follows:

(a) If the Correcting Party is the Managing Party, the non-Correcting Party will endeavor to promptly reimburse the Correcting Party for the non-Correcting Party's Share of the actual costs to correct the Deficiency but no later than 60 days after the Managing Party has delivered to the Contributing Party an invoice and reasonable supporting documents evidencing the actual costs to correct the Deficiency; or

(b) If the Correcting Party is the Contributing Party, the Managing Party will reimburse the Contributing Party for the Managing Party's Share of the actual costs to correct the Deficiency within 30 days after the Contributing Party has delivered to the Managing Party an invoice and reasonable supporting documents evidencing the actual costs to correct the Deficiency.

(c) If the non-Correcting Party does not timely reimburse the Correcting Party for the non-Correcting Party's Share of the costs of correction, the Correcting Party may offset the non-Correcting Party's Share of the costs to correct the Deficiency against any amounts that the Correcting Party owes to the non-Correcting Party under this JOA or any other agreement. Notwithstanding the foregoing, the County will have no right of set off in respect of payment of the County Facilities Payment.

3.2.3.5 Major Deficiency Correction Plan. If the Managing Party at any time sends the Contributing Party a Major Deficiency Notice, whether under section 3.2.3.1 or section 3.2.3.2 of this JOA, then within 10 days after the Contributing Party's receipt of the Major Deficiency Notice, the Parties will meet and confer, in good faith, in person or by telephone, to determine a plan ("**Correction Plan**") for the correction of the Major Deficiency, including the method, estimated cost, and time period for the correction. If the Managing Party does not thereafter complete the correction of the Major Deficiency in accordance with the agreed upon Correction Plan, the Contributing Party may, but will not be obligated to, without giving any notice or commencing any cure period under section 10 of this JOA, correct the Major Deficiency in a manner consistent with the Correction Plan, and will thereafter be the Correcting Party for purposes of reimbursement of the Managing Party's Share of the actual costs of correcting the Deficiency under section 3.2.3.4(b) of this JOA.

3.2.3.6 Not Applicable to Emergencies. This section 3.2.3 will not apply to any Deficiency that: (i) arises from an Emergency, and (ii) constitutes an imminent threat (a) to life, safety, health, or security, (b) of reduction in the value of the

Contributing Party's Exclusive-Use Area or the Common Area, or (c) to the preservation of the Contributing Party's files, records, and documents located in the Building. Rather, those Deficiencies will be governed by section 3.2.4 of this JOA. Any Deficiency that arises from an Emergency, but that does not constitute an imminent threat to the matters described in (ii) (a), (b), or (c) above, will be governed by section 3.2.3.

3.2.4 Emergencies. If any Emergency occurs, the Parties must immediately notify one another of the Emergency by telephone or any other means reasonable under the circumstances. As promptly as is feasible under the circumstances, the Managing Party must take steps to correct any Deficiency that arises from the Emergency and that constitutes an imminent threat (a) to life, safety, health, or security, (b) of reduction in the value of the Contributing Party's Exclusive-Use Area or the Common Area, or (c) to the preservation of the Contributing Party's files, records, and documents located in the Building. If the Managing Party does not immediately correct any such Deficiency arising from an Emergency, the Contributing Party may, but will not be obligated to, without giving any notice or commencing any cure period under section 10 of this JOA, correct that Deficiency without making any further demand on the Managing Party, and will notify the Managing Party of the steps taken to correct the Deficiency as soon as reasonably possible. The Party that corrects a Deficiency arising from an Emergency under this section 3.2.4 is entitled to reimbursement from the other Party of the non-Correcting Party's Share of the actual cost of correcting the Emergency pursuant to section 3.2.3.4 of this JOA. Notwithstanding the foregoing, if a Deficiency arises from an Emergency, but the Deficiency does not constitute an imminent threat to the matters described in (a), (b), or (c) above, the correction of that Deficiency will be governed by section 3.2.3 of this JOA.

3.3 Parking. The Managing Party is responsible for the Operation of the Parking Area, which is part of the Common Area, subject to the Contributing Party's obligation to reimburse its Share of the Shared Costs of that Operation under this JOA. Except for any parking spaces that may be reserved or designated under this JOA, all of the parking spaces in the Parking Area will be undesignated and used by the Parties and their respective staff, employees, and visitors on a first-come, first-served basis. The Court and the County have agreed that the parking available to the Court in the Parking Area is parking of the same number, type, and convenience as made available for users of the Court on October 1, 2001.

3.4 Cooperation. The Parties will cooperate with one another, reasonably and in good faith, to ensure that each Party can peacefully enjoy, possess, use, and occupy its Exclusive-Use Area and the Common Area. The Owner will cooperate in good faith with, and ensure that, the Non-Owning Party can exercise its rights and responsibilities

under this JOA. Subject to any reasonable rules and restrictions, each Party will allow the other Party to enter its Exclusive-Use Area for any reasonable purpose related to the terms of this JOA or any other written agreement between the Parties. Either Party may delegate its responsibilities under this JOA to the other Party or to a third party, but that delegation will not relieve the delegating Party from its obligations under this JOA.

3.5 Security Staffing. This Agreement does not supersede, replace, or modify any agreement between the County and the Court with respect to security staffing for the Real Property.

3.6 Occupancy Agreements. Each Party is responsible for all Occupancy Agreements affecting its Exclusive-Use Area, and Owner is responsible for all Occupancy Agreements affecting the Common Area, in each case without contribution from the other Party. The Party that is responsible for each Occupancy Agreement is entitled to all income arising from it.

3.7 Obtaining Equipment Permits. The County will endeavor, at its sole cost and expense, to obtain current and valid Equipment Permits for the following equipment as soon as possible after the Effective Date: (1) Any and all elevators located in the Building, and (2) the air compressor located within the Building. After the County delivers current and valid Equipment Permits pursuant to the foregoing sentence, the Managing Party shall be responsible for maintaining and renewing the Equipment Permits.

3.8 Information Technology and Telephone Equipment. The County will continue to offer telecommunications services to the State Parties, for the benefit of the Court in the Court Facility, on the costs and terms set forth in the Telecommunications MOU. Certain components of the County's telephone system, including the telephone line interface module and related equipment known as LIM and its associated subcomponents (e.g., power supplies, batteries, rectifiers, UPSs, cable modems, etc.) (collectively, the "**LIM**"), are located throughout the Court Facility. The LIM is part of the County communications system, and is tied to the Tandem PBX located at 30 Douglas Drive, Martinez, California. Pursuant to the Telecommunications MOU, the County is the telecommunications service provider for the Building and provides voicemail for the Court Facility by County equipment at 30 Douglas Drive, Martinez, California. On and after the Effective Date, the AOC grants to the County the right of ingress, egress, and access to all parts of the Court Facility in which any component or subcomponent of, or connection to, the LIM is located, as reasonably required for the County's continued operation, use, maintenance, expansion, replacement, and repair of the LIM or the associated County backbone copper cable plant in support of the LIM, all

of which will remain the sole and exclusive responsibility and obligation of the County pursuant to the Telecommunications MOU.

4. SHARED COSTS

4.1 Payment of Estimated Shared Costs. The Managing Party will make timely, direct payment of all Shared Costs owed to third parties, and the Contributing Party is responsible to reimburse the Managing Party for its Share of all Shared Costs under this section 4. Within 90 days after the Effective Date, and on or before the first day of each fiscal year thereafter, the Managing Party will deliver to the Contributing Party a statement (the “**Estimate Statement**”) itemizing the Estimated Shared Costs, which the Contributing Party will either comment on or approve within 30 days. If the Contributing Party disapproves any of the Estimated Shared Costs in the Estimate Statement, the Contributing Party must state its reasons for disapproval with reasonable specificity in its written response to the Managing Party. Failure to respond within such 30-day period will be deemed approval of the Estimate Statement by the Contributing Party. If the Parties are not in full agreement as to the Estimated Shared Costs after the Managing Party’s consideration of the Contributing Party’s written response, the Parties will promptly meet and discuss the reason for the disapproval. If the Parties reach agreement with respect to all Estimated Shared Costs, the Managing Party will, if necessary, revise the Estimate Statement, which both Parties will promptly approve. The Contributing Party is not obligated to make any payments of its Share of the Estimated Shared Costs until it has approved the Estimate Statement in writing or such Estimate Statement has been deemed approved. However, until the Contributing Party approves the Estimate Statement, it will pay its Share of the Estimated Shared Costs based on the approved Estimate Statement for the prior fiscal year plus five percent or the undisputed portion of the Estimate Statement, whichever is greater, or, during the initial fiscal year of the Term, based on the County Facilities Payment. Upon approving the Estimate Statement, the Contributing Party will pay its Share of the Estimated Shared Costs based on the approved Estimate Statement, plus all additional amounts owed by the Contributing Party for the period during which the Parties were in the process of reaching agreement as to the Estimate Statement. Payment of Estimated Shared Costs will be made in equal quarterly installments on the first day of each fiscal quarter, subject to this JOA.

4.2 Payment of Actual Shared Costs. Within 30 days after the end of each fiscal quarter, the Managing Party will deliver to the Contributing Party a statement (the “**Quarterly Invoice**”) itemizing the actual Shared Costs incurred during the previous fiscal quarter (“**Actual Shared Costs**”). Within 30 days after a written request by the Contributing Party, the Managing Party will also deliver to the Contributing Party copies

of supporting documents for any of the Actual Shared Costs shown on the Quarterly Invoice. If the Actual Shared Costs are less than the Estimated Shared Cost for the applicable fiscal quarter, the Managing Party will refund the amount overpaid to the Contributing Party within 30 days after the Managing Party's delivery of the Quarterly Invoice, except that if the Contributing Party consents, the Managing Party may retain the overpayment and offset it against future amounts owed by the Contributing Party under this JOA. If the Actual Shared Costs are greater than the Estimated Shared Costs for the applicable fiscal quarter ("**Excess Costs**"), the Contributing Party will pay such Excess Costs to the Managing Party within 30 days after its receipt of the Quarterly Invoice, except that (a) if the Excess Costs are more than 10 percent of the Estimated Shared Costs for any fiscal quarter, or (b) if the Contributing Party has requested, but not received, supporting documents for any Excess Costs by 10 days prior to the date that payment is due, the Contributing Party will continue to make payment of its Share of the Shared Costs based on the Estimate Statement, or as otherwise agreed under section 4.3 of this JOA, but may defer payment of the Excess Costs (or, in the case of (b) above, the Excess Costs to which the supporting documents relate) for that fiscal quarter, until the Parties have met and reached an agreement regarding the amount of the Excess Costs, under section 3.2.3.5 or section 4.3 of this JOA, whichever is applicable.

4.3 Notice of Anticipated Excess Costs. Prior to incurring any Shared Cost that the Managing Party reasonably believes will result in excess costs in amounts greater than 10 percent of the estimated Shared Costs shown on the Estimate Statement ("**Excess Costs**"), the Managing Party must give written notice to the Contributing Party describing the amount and reason for such Excess Costs; except that (a) no notice must be given to the Contributing Party if the Excess Costs will be incurred to correct a Deficiency arising from an Emergency under section 3.2.4 of this JOA, and (b) if the Excess Costs will be incurred in connection with the correction of a Deficiency under section 3.2.3 of this JOA, notice of the Excess Costs, and resolution of any issues related to the Excess Costs, will be handled under section 3.2.3, and this section 4.3 will not apply. If the Contributing Party objects in writing to the Excess Costs within 30 days after receiving the Managing Party's notice, the Parties must meet and confer, in person or by telephone, within 10 calendar days to resolve their dispute concerning the Excess Costs. If the Parties do not reach agreement concerning the Excess Costs during that meet and confer process, the Parties will promptly seek to resolve their dispute concerning the Excess Costs under the terms of section 11 of this JOA. If the Contributing Party does not respond to the Managing Party's notice within 30 days of receiving the notice, the Managing Party may proceed with expenditure of the Excess Cost in the amount and for the purpose described in the notice, and the Contributing Party must pay its Share of those Excess Costs.

4.4 Audit Rights. The Contributing Party may, at its sole cost and upon reasonable notice to the Managing Party, inspect the Managing Party's books, records, and supporting documents concerning all Actual Shared Costs incurred for up to 12 calendar months prior to the date of the Contributing Party's inspection. The Parties will cooperate reasonably with each other to ensure that the inspection is performed promptly and without undue interference to either Party. If, after its inspection, the Contributing Party disputes any Actual Shared Costs for any of the immediately-preceding 12 calendar months, the Contributing Party may engage an independent certified public accountant, acceptable to both Parties, to audit the Managing Party's books and records to determine the amount of the Actual Shared Costs in dispute. The results of the audit will be binding on both Parties. If the audit reveals that the Contributing Party overpaid or underpaid Actual Shared Costs for a fiscal quarter, the Parties will make the payments necessary to resolve that overpayment or underpayment within 30 days following the completion of the audit. The Contributing Party must pay the entire cost of the audit. The Contributing Party's payment of Shared Costs will not prevent it from disputing the accuracy of any Actual Shared Costs under this section 4.4.

4.5 Parking Area and Electricity Costs.

4.5.1 Parking Area Costs. The terms of section 4 of this JOA apply to the Shared Costs incurred in Operation of the Parking Area, and the Parties are responsible for those Shared Costs based on the Parties' respective Shares of the Total Exclusive-Use Area.

4.5.2 Electricity Costs. There is only one electrical meter for the Building and the County-owned building commonly known as the Health Building Archival Storage (AOC Facility #7-F2), and therefore, only one electrical account for both structures. The portion of the monthly electrical bill attributable to the Building is 44.864 percent, which is the percentage of the total usable square feet of the Building and the Health Building Archival Storage combined that is located in the Building only. Accordingly, the Parties are responsible for 44.864 percent of the monthly electrical bill based on their respective Shares. In the event that the total square footage of the Health Building Archival Storage is modified due to construction, demolition, expansion, vacancy or otherwise, the percentage of the Campus electricity costs attributable to the Building shall be commensurately adjusted. The Parties acknowledge and agree that upon demolition of the Health Building Archival Storage, the electrical meter and related electrical account shall serve the Building only.

4.6 Property Insurance Costs. Owner will not change any deductible or self-insurance retention amount in respect of the Property Insurance Policies without the

prior, written consent of the Non-Ownning Party, which consent will not be unreasonably withheld. While the County is the Owner of the Real Property, the AOC will reimburse the County for the AOC Share of the Property Insurance Costs in the same manner set forth in section 4 of this JOA, with the County having the rights and duties of the Managing Party and the AOC having the rights and duties of the Contributing Party, only as it relates to reimbursement of the Property Insurance Costs.

4.7 Shared Cost Notifications. Notwithstanding section 12 of this JOA, all communications and notices between the Parties relating to Shared Costs including, without limitation, Estimate Statements, Quarterly Invoices, or any other communication or notice required by this section 4, will be made between the following County and AOC representatives, or to such alternate representatives as a Party may designate from time to time by written notice to the other Party given pursuant to section 12 of this JOA:

If to the AOC:

Administrative Office of the Courts
Office of Court Construction and Management
455 Golden Gate Avenue
San Francisco, CA 94102
Attention: Regional Manager of the Bay Area North Coast
Region of the Facilities Management Unit
Phone: 415-865-4059
Fax: 415-865-8885

If to the County:

General Services Director
County of Contra Costa
Attention: Deputy Director
1220 Morello Avenue, Suite 200
Martinez, CA 94553
Voice: (925) 313-7163

5. RIGHT OF FIRST REFUSAL, COMPATIBLE USES, AND VACATE RIGHTS

5.1 Right of First Refusal and Increase of Space In Building

5.1.1 Right of First Refusal for Excess Area. At least 30 days before a Party rents or otherwise transfers to a third party all or any portion of its Exclusive-Use

Area (“**Excess Area**”), that Party must, by written notice, offer the Excess Area to the other Party on the same terms and conditions set forth in any offer to or an acceptable offer from a third party for the Excess Area (“**Third Party Terms**”). The Third Party Terms must separate the rent for the Excess Area from any amounts to be paid by the third party for Operation, Utilities, and other costs in respect of the Excess Area. If the other Party elects not to occupy the Excess Area on the Third Party Terms, or fails to respond to the notice within a 30 day period, the Party with the Excess Area may, subject to section 5, permit a third party to occupy and use the Excess Area on the Third Party Terms. Before a third party can occupy the Excess Area on terms that are more favorable to the third party than the Third Party Terms, the Party with the Excess Area must again first offer the Excess Area to the other Party on those more favorable terms under this section 5.1.1. If the other Party elects to accept the Excess Area on the Third Party Terms, the Parties will enter into a separate written agreement setting forth the terms for the other Party’s occupancy and use of the Excess Area, consistent with the Third Party Terms.

5.1.2 Request for Increase of Exclusive-Use Area. If a Party wishes to increase the size of its Exclusive-Use Area (“**Additional Area**”), and the Parties reach agreement on mutually-acceptable terms for the Additional Area, the Parties will enter into a separate written agreement setting forth the terms for the occupancy and use of the Additional Area, which terms may include a reasonable rent, subject to section 5.1.4 of this JOA.

5.1.3 No Adjustment to Shares. If a Party rents any Excess Area or Additional Area under section 5.1.1 or 5.1.2, above, the rental transaction will not result in a change to the Parties’ Shares. Rather, the rent paid by the Party renting the Excess Area or the Additional Area will include the Shared Costs applicable to the Excess Area or the Additional Area, as applicable. The Parties’ Shares will only be adjusted if one Party at any time buys the other Party’s rights to occupancy and use of the Real Property for fair market value under section 5.3 of this JOA, or otherwise.

5.1.4 Terms of this JOA Not Affected. Any transfer of the Excess Area or the Additional Area to a Party or to a third party will not relieve the Parties of their rights and responsibilities under this JOA with respect to the Excess Area or the Additional Area. Rather, any re-allocation of the Parties’ rights and responsibilities under this JOA will be set forth in any separate agreement entered into by the Parties for rental of the Excess Area or the Additional Area.

5.2 Compatible Use; Hazardous Substances.

5.2.1 Compatible Use. Each Party must use, and must require that any Occupant use, its Exclusive-Use Area in a manner that is compatible with the Parties' use of the Building on the Effective Date and that does not deteriorate or diminish the other Party's ability to use its Exclusive-Use Area or the Common Area effectively. The Managing Party must ensure that any Occupant that occupies any of the Common Area uses its space in a manner compatible with the Parties' use of the Building.

5.2.2 Hazardous Substances. Neither Party will store, use, treat, manufacture, or sell, or allow any other person to store, use, treat, manufacture, or sell, any Hazardous Substance on the Real Property except in compliance with Law.

5.3 Vacate Right Pursuant to Section 70344(b) of the Act. After the Effective Date, if either Party is entitled to and does exercise its rights under section 70344(b) of the Act, the Party that is required to vacate the Building ("**Vacating Party**") must remove all of its property from, and surrender to the other Party full possession of, the space vacated ("**Vacated Space**") within 90 days after the Parties agree on the amount of compensation to be paid to the Vacating Party for (i) its Equity in the Vacated Space, and (ii) its relocation costs. The Vacating Party must repair, at its sole cost, any damage it causes to any part of the Real Property in removing its property from the Vacated Space. If the Parties cannot agree on the value of the Vacating Party's Equity in the Vacated Space, the Parties will select a mutually-acceptable Appraiser or a Broker to determine the fair market value of the Vacating Party's Equity in the Vacated Space. If the Parties cannot agree on the fair market value of the Vacating Party's relocation costs, the Parties will select a mutually-acceptable relocation expert with at least five years of experience in determining relocation costs in California ("**Expert**"), to determine the fair market value of the Vacating Party's relocation costs. Any Appraiser, Broker, or Expert will deliver to both Parties its determination of value, and each Party will be responsible for one-half of the costs of the Appraiser, Broker, or Expert. Any disputes under this section 5.3 with respect to the amount to be paid to the Vacating Party for the Vacating Party's Equity in the Vacated Space or the Vacating Party's relocation costs will be resolved under section 11 of this JOA. The Parties will enter into an Equity Rights Purchase Agreement, substantially similar to **Attachment "3"** attached to this JOA, to memorialize the terms of the purchase of the Vacating Party's Equity in the Vacated Space, and the Parties must enter into a Termination Agreement, substantially similar to **Attachment "4"** attached to this JOA, when the Vacating Party has vacated the Vacated Space and has been compensated for its Equity in the Vacated Space and its relocation costs, all as required under this section 5.3. Concurrent with its execution of the Termination Agreement, the Vacating Party will execute, acknowledge, and deliver to the other Party a quitclaim deed relinquishing all right, title and interest in and to the Real Property.

5.4 Amendment to JOA; Equity Rights. If the Parties' Equity rights will be modified, whether under section 7 of this JOA, or as a result of any other purchase of Equity rights to which the Parties may agree under this JOA or the Act, the Parties will amend this JOA to: (i) adjust their Exclusive-Use Areas; and (ii) adjust each Party's Share and their Equity rights in the Real Property.

6. INSURANCE

6.1 Property Insurance.

6.1.1 Property Insurance Policies to be Maintained. Owner will provide the Property Insurance Policies and maintain them in full force and effect, and will make direct payment of all Property Insurance Costs, subject to the Non-Ownning Party's obligation to pay its portion of those costs under section 4 of this JOA. Owner will include by specific endorsement to each of the Property Insurance Policies: (i) when the County is the Owner, the Judicial Council of California, the Administrative Office of the Courts, and the Court, or (ii) when the AOC is the Owner, the County, as additional insureds or covered parties, as their interests may appear, and joint loss payees with respect to those insurance proceeds that relate to any Property Damage Claims payable under the terms and conditions of the Property Insurance Policies, with the same coverages and limits as the named insured under the Property Insurance Policies.

6.1.2 Allocation of Risk for Property Damage Claims. While Owner is providing and maintaining the Property Insurance Policies, and the Non-Ownning Party is paying its portion of the Property Insurance Costs under section 4, above, Owner will bear sole responsibility for the purchase and maintenance of the Property Insurance Policies, and both the Non-Ownning Party and the Owner hereby waive, and the Owner will cause the providers of its Property Insurance Policies to waive, all rights of recovery against the other Party and its applicable insurer(s) for any Property Damage Claims payable under, the terms and conditions of the Property Insurance Policies. The Parties will cooperate in developing and presenting the necessary proofs of loss required by providers of the Property Insurance Policies, and will jointly pursue to final resolution, any and all Property Damage Claims, including (if covered by the Property Insurance Policies) claims for costs associated with obtaining, and relocating Court operations to, alternate space while any portion of the Real Property is being repaired or replaced; provided, however, that the AOC will not jointly pursue any Property Damage Claims which are exclusively related to the County Exclusive-Use Area. The Parties acknowledge that property insurance is "no fault" insurance; therefore, if any Property Loss occurs, there are no exclusions or conditions to payment, irrespective of the acts or

omissions of either Party, other than those exclusions specifically set forth in the Property Insurance Policies or as a matter of Law.

6.1.3 Compliance with Property Insurance Policies. While Owner is providing and maintaining the Property Insurance Policies under this JOA, Owner will provide the Non-Ownning Party with verification that the Property Insurance Policies are in full force and effect and, at the request of the Non-Ownning Party, with copies of the Property Insurance Policies, as the Property Insurance Policies may be issued or modified from time to time. The State Parties and the County Parties will comply in all material respects with all requirements for the use of the Real Property that are set forth in the Property Insurance Policies and that Owner has provided to the Non-Ownning Party.

6.1.4 Property Insurance Proceeds; Claims in Excess of Insurance Limits. Upon the occurrence of any Property Loss, each Party will be entitled to the applicable proceeds from the Property Insurance Policies, net of any deductibles or self-insured retentions applicable to the Property Insurance Policies, to the extent the Property Loss is attributable to its Exclusive-Use Area or its Share of the Common Area, subject to section 7, below. If one or more Property Damage Claims is fully and finally resolved in an amount that exceeds the total limits of all of the Property Insurance Policies, or if any Property Loss is not covered by the Property Insurance Policies through no fault of Owner, then if both Parties elect to restore or replace the damaged portions of the Real Property (“**Damaged Property**”) under section 7 below, each Party will pay the amounts that exceed the coverage of the Property Insurance Policies to the extent the Property Loss is attributable to its Exclusive-Use Area or its Share of the Common Area. By way of example only, if the total amount of the Property Damage Claim is \$1,250,000, and if 40 percent is attributed to damage in the Court Exclusive-Use Area, 35 percent is attributed to damage in the County Exclusive-Use Area, and 25 percent is attributed to damage in the Common Area, and the amount payable under the Property Insurance Policies is \$1,000,000, then the AOC would be entitled to insurance proceeds in the amount of \$400,000 (for the damage to the Court Exclusive-Use Area), the County would be entitled to insurance proceeds of \$350,000 (for damage to the County Exclusive-Use Area), and the Parties would share the remaining \$250,000 of insurance proceeds in accordance with their respective Shares. With respect to the uninsured \$250,000 portion of the Property Damage Claim, the AOC would be responsible to pay (subject to section 7, below) \$100,000 (40 percent of \$250,000) in respect of its Exclusive-Use Area, plus an amount equal to the AOC Share of the \$62,500 (25 percent of \$250,000) in respect of the Common Area, and the County would be responsible to pay (if both Parties elect to restore or replace the Damaged Property under section 7, below) the balance of the uninsured loss. The Owner will assign and deliver to the other Party all insurance proceeds owed to the other Party effective upon its receipt of those proceeds.

6.1.5 No Waiver of Equity Rights. The provisions of section 6.1.4 of this JOA will not be deemed or construed to waive, diminish, release, or otherwise affect the Equity rights of either Party in respect of the Real Property.

6.2 Reporting and Processing Claims.

6.2.1 Incident Reports. Each Party will maintain copies of any Incident reports that it prepares for a period of five years, and at the request of the non-preparing Party, the Party preparing an Incident report will provide a complete copy of, or reasonable access to, any Incident report to the other Party.

6.2.2 Party Responsible for Claims. If either Party receives any demand, complaint, notice, document, or information alleging the existence or occurrence of any incident, event, circumstance, or occurrence in, on, or about the Real Property (“**Incident**”) that is or could result in any Property Damage Claim or Liability Claim (each, a “**Claim**”, and together, “**Claims**”) or an AOC Claim, or if a Party otherwise becomes aware that an Incident has occurred, that Party will make best efforts to promptly notify the other Party of that Incident. Following that notice, the Parties will work together, diligently and in good faith, to determine which of them bears responsibility for the loss or injury alleged, and whether either Party is entitled to indemnification by the other in respect of the Incident under sections 8.1 or 8.2 of this Agreement. If the Parties are not able to so agree, then they will resolve those matters under section 11 of this JOA.

6.3 Third-Party Contractor Insurance. Each Party must require each of its Contractors to (i) obtain and maintain insurance of the type and with coverage amounts that are usual and customary to the type of business or exposures related to the work being performed on the Real Property, (ii) name both Parties as additional insureds by specific endorsement to their general liability policies, (iii) provide a waiver of subrogation in favor of both Parties with respect to all property insurance policies, and (iv) provide to the Parties a 30-day notice of cancellation or material change in any insurance coverage required hereunder. Unless the Parties otherwise agree, all Contractors must indemnify, defend, and hold harmless the County Parties and the State Parties from and against all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses arising from the performance by the Contractors under their contracts, and neither Party waives any right of recovery or subrogation against the other in respect of their contractual arrangements with the Contractors.

6.4 Workers’ Compensation Coverage. Each Party will each maintain its own workers’ compensation insurance covering its own employees, and neither Party will

have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction Event. If, due to Property Loss, the Real Property cannot be occupied by one or both Parties, each Party will be solely responsible to arrange for its own relocation to and occupancy of alternate space. Promptly after a Property Loss, the Parties will comply with the provisions of section 6, and as promptly as possible, but in no event later than 180 days after a Property Loss, each Party will notify the other in writing ("**Restoration Election Notice**") whether it wishes to restore or replace the Damaged Property.

7.2 Both Parties Elect to Restore or Replace. If both Parties elect to restore or replace the Damaged Property, the Parties will cooperate in good faith to restore or replace the Damaged Property, with each Party contributing the proceeds it receives as indemnity for direct physical loss or damage under the Property Insurance Policies and otherwise paying its portion of the cost to restore or replace the Damaged Property, as set forth in section 6.1.4, above. If the Parties restore or replace the Damaged Property in a way that results in a change to the Parties' Shares or their Equity rights, the Parties will each pay the costs and expense to restore or replace the Damaged Property according to their newly-determined Shares or Equity rights.

7.3 Only One Party Elects to Restore or Replace. If, based on the Restoration Election Notices, only one Party elects to restore or replace the Damaged Property, then within 30 days after the Parties' Restoration Election Notices are given, the Parties must meet and confer in good faith to determine how to proceed with respect to (i) the Damaged Property; (ii) the proceeds of the Property Insurance Policies, if any, to which each Party is entitled as indemnity for direct physical loss or damage under section 6.1.4, above, and (iii) compensation for the Equity rights of either Party in the Real Property, if applicable. If the Parties cannot agree on those matters, they will proceed as set forth in section 7.4 of this JOA.

7.4 Neither Party Elects to Restore or Replace. If neither Party elects to restore or replace the Damaged Property, then the Owner shall compensate the Non-Owning Party for its Equity rights in the uninhabitable part of the Non-Owning Party's Exclusive-Use Area, and the Non-Owning Party will be solely responsible for its own relocation and occupancy to alternate space. In such event, the Owner shall be entitled to all of the insurance proceeds applicable to direct physical damage to the Building otherwise payable to the Non-Owning Party pursuant to section 6.1.4 of this Agreement, to offset the cost of Owner's Equity payment to the Non-Owning Party except that such

entitlement to such insurance proceeds shall not exceed the Equity payment obligation, and the Non-Owning Party shall continue to be entitled to those insurance proceeds related to its temporary and permanent relocation costs. If the Non-Owning Party will no longer occupy the Building due to Property Loss that neither Party elects to restore or replace, then when the Non-Owning Party has been compensated for its Equity rights under this section 7.4, the Parties will terminate this JOA by signing a Termination Agreement and recording it in the County Recorder's Office, and the Owner shall, if applicable, be relieved of any responsibility under the Agreement, this JOA or the Act (including, without limitation, sections 70311 and 70344(c) of the Act) for providing suitable and necessary facilities for the Non-Owning Party. If the Parties cannot agree on the value of each Party's Equity rights in the Building, the Parties will select a mutually-acceptable Appraiser or a Broker to determine the fair market value of each Party's Equity rights in the Building. The selected Appraiser or Broker will deliver to both Parties its determination of value, and each Party will be responsible for one-half of the costs of the Appraiser or Broker, as applicable. Any disputes under this section 7.4 will be resolved under section 11 of this JOA.

8. INDEMNIFICATION

8.1 Indemnification Obligation of State. The State will and does indemnify, defend, and hold harmless the County Parties, with counsel reasonably acceptable to the County Parties, from and against all Indemnified Loss arising from (1) all AOC Claims, and (2) Liability Claims where and to the extent that the Liability Claims result from the willful misconduct or negligent acts, errors, or omissions of a State Party.

8.2 Indemnification Obligation of County. The County will and does indemnify, defend, and hold harmless the State Parties, with counsel reasonably acceptable to the State Parties, from and against all Indemnified Loss arising from Liability Claims where and to the extent that the Liability Claims result from the willful misconduct or negligent acts, errors, or omissions of a County Party.

8.3 Indemnified Party's Participation. The indemnifying Party must manage and be entirely responsible to handle and resolve all Liability Claims for which it is responsible under sections 8.1 or 8.2, as applicable. The indemnified Party may elect, but is not required, to retain its own attorney, at the indemnified Party's sole expense, to participate in the litigation, settlement negotiations, or other dispute resolution procedures for any Liability Claim as to which it is the indemnified Party. If the indemnified Party elects to retain its own attorney to participate in the litigation, settlement negotiations, or other dispute resolution procedures for a Liability Claim, the indemnifying Party will cooperate with the indemnified Party, and the attorney retained by the indemnified Party.

8.4 Effect of Indemnification Rights. The rights of a Party to be indemnified under sections 8.1 or 8.2 of this JOA cannot be deemed or construed to limit or diminish the obligation of the indemnified Party to perform its duties at Law or under any agreement between the County Parties and the State Parties. The indemnifying Party will have no right of set off in respect of payment of any Indemnified Loss to the indemnified Party under this JOA.

9. CONDEMNATION

If either Party receives written notice advising of an actual or intended condemnation of the Real Property (“**Condemnation Notice**”), that Party will immediately deliver a copy of the Condemnation Notice to the other Party. In the event of an actual condemnation, the Parties will cooperate with each other in good faith to obtain the maximum award that may be obtained from the condemning authority, and if the entire Building is condemned, each Party will be entitled to its Share of the condemnation proceeds; provided that, if only a portion of the Building is condemned, the Parties shall allocate the award based on their respective pro rata occupancies of the portion of the Building condemned.

10. DEFAULT NOTICE AND CURE

Upon a Party’s breach or default of any other provision of this JOA, the Parties will comply with the terms for notice of default and cure period set forth in section 10 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein. Notwithstanding anything in this JOA or the Agreement to the contrary, no default or breach will be deemed to have occurred if either Party is unable to pay any amounts due and owing under this JOA as a result of said Party’s failure to timely approve and adopt a budget. Should a Party fail to pay any amounts due and owing under this JOA as a result of that Party’s failure to timely approve and adopt a budget, that Party will promptly pay any previously due and unpaid amounts due and owing under this JOA upon approval and adoption of that Party’s budget.

11. DISPUTE RESOLUTION

In the event of a dispute between the Parties relating to performance of the Parties’ obligations under this JOA, the Parties will comply with the terms for dispute resolution set forth in section 11 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein.

12. NOTICES

Subject to section 4.7 of this JOA, any notice or communication required to be sent to a Party under this JOA must be sent in accordance with the terms for giving of notices in section 12 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein.

13. MISCELLANEOUS

13.1 Waivers. No waiver of any provision of this JOA will be valid unless it is in writing and signed by both Parties. Waiver by either Party at any time of a breach of this JOA cannot be deemed a waiver of or consent to a breach of the same or any other provision of this JOA. If a Party's action requires the consent or approval of the other Party, that consent or approval on one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

13.2 Force Majeure. Neither Party is responsible for performance under this JOA to the extent performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature, acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, or terrorism, whether foreseeable or unforeseeable.

13.3 Assignment. Neither Party may assign this JOA in whole or in part, whether by operation of law or otherwise, to any other entity, agency, or person without the prior written consent of the other Party. Even if that consent is given, any assignment made in contravention of any Law will be void and of no effect.

13.4 Binding Effect. This JOA binds the Parties and their permitted successors and assigns.

13.5 Third Parties Benefited. The Court is an intended beneficiary of all provisions of this JOA for the benefit of the AOC. Nothing in the Agreement, this JOA, or any of the other Closing Documents, express or implied, is intended to confer on any other person, other than the State Parties and County Parties, any rights under or by reason of this Agreement.

13.6 Construction. The headings used in this JOA are for convenience only and will not affect the meaning or interpretation of this JOA. The words "hereof," "herein," and "hereunder," and other words of similar import, refer to this JOA as a whole and not to any subdivision of this JOA. Both Parties have reviewed and negotiated this JOA, and this JOA will not be construed against a Party as the principal draftsman. The words

“include” and “including” when used are not exclusive and mean “include, but are not limited to” and “including but not limited to,” respectively.

13.7 Integration; Amendments. This JOA and the Agreement contain the entire agreement of the Parties with respect to the subject matter of this JOA, and supersede all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties. This JOA may be amended only by written agreement signed by both of the Parties.

13.8 Incorporation By Reference. The Attachments to this JOA are incorporated into and made a part of this JOA for all purposes, and all references to this JOA in any of the Attachments mean and include the entirety of this JOA.

13.9 Severability. If any term of this JOA is inconsistent with applicable Law, then on the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all parts of this JOA not affected by the inconsistency will remain in full force and effect.

13.10 Further Assurances. The Parties agree to cooperate reasonably and in good faith with one another to (i) implement the terms and provisions set forth in this JOA and the Act, and (ii) consummate the transactions contemplated herein, and will execute any further agreements and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this JOA and the Act.

13.11 Conflicts Between JOA and Agreement; Capitalized Terms. The Agreement supersedes and controls to the extent of any conflicts between the terms of the Agreement and this JOA. Capitalized terms used in this JOA and not otherwise defined herein will have the meanings given to them in the Agreement.

13.12 Signature Authority. The individuals signing this JOA on behalf of the AOC and the County certify that they are authorized to do so.

The Parties agree to the terms of this Agreement.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

**JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS**

By: _____
Name: Dianne Barry
Title: Attorney
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

**COUNTY OF CONTRA COSTA, a political
subdivision of the State of California**

On _____, 200__, before me,
_____, Deputy Clerk of the Board of
Supervisors, Contra Costa County, State of California, and for
said County and state, personally appeared
_____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

By: _____
Name: _____
Title: _____
Date: _____

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.

By: _____ (Seal)
Deputy Clerk

APPROVED AS TO FORM:

SILVANO B. MARCHESI
County Counsel
County of Contra Costa

By: _____
Deputy County Counsel

LIST OF ATTACHMENTS

Attachment “1”	Legal Description of Campus
Attachment “2”	Site Plan of Real Property and Floor Plan
Attachment “3”	Form of Equity Rights Purchase Agreement
Attachment “4”	Form of Termination of Joint Occupancy Agreement

ATTACHMENT “1” TO JOA
LEGAL DESCRIPTION OF CAMPUS

[TO BE PROVIDED]

**ATTACHMENT “2” TO JOA
SITE PLAN OF REAL PROPERTY**

[TO BE PROVIDED]

ATTACHMENT “3” TO JOA
FORM OF EQUITY RIGHTS PURCHASE AGREEMENT

1. PURPOSE

The Judicial Council of California (“**Council**”), Administrative Office of the Courts (together, the “**AOC**”), and the County of Contra Costa (“**County**”) enter into this Agreement under section 70344(b) of the Trial Court Facilities Act of 2002, Government Code section 70301, *et seq.*, as it exists as of the Effective Date (the “**Act**”), to set forth the terms and conditions for the purchase of Equity Rights in the Real Property.

2. DEFINITIONS

“**Agreement**” means this Equity Rights Purchase Agreement.

“**Building**” means the “Building” as defined in the Transfer Agreement.

“**Common Area**” means the “Common Area” as defined in the Transfer Agreement.

“**Compensation**” means the amount paid by the Majority Occupant to the Minority Occupant in exchange for the Minority Occupant’s Equity Rights.

“**Court Facility**” means the trial court facility commonly known as the Richmond Bay District Courthouse, as further defined in the Transfer Agreement.

“**Effective Date**” means the date this Agreement is signed by the last Party to sign.

“**Equity**” means “equity” as used in section 70344(b) of the Act.

“**Equity Purchase**” means the Majority Occupant’s purchase of the Minority Occupant’s Equity Rights in the Real Property under section 70344(b) of the Act and this Agreement.

“**Equity Rights**” means (1) all rights, interests, and entitlement of the Minority Occupant in and to the [] square feet of space in the Building that is occupied exclusively by the Minority Occupant on the Effective Date, and which space comprises approximately [] percent of the total Building square footage, as depicted

on **Exhibit “A”** attached to this Agreement, and (2) all non-exclusive rights, interests, and entitlement of the Minority Occupant in and to the Common Area.

“**Grant Deed**” means the “Grant Deed” as defined in the Transfer Agreement.

“**JOA**” means the Joint Occupancy Agreement between the Judicial Council of California, Administrative Office of the Courts and the County of Contra Costa, dated as of [REDACTED], 2009.

“**Majority Occupant**” means the Party that occupies 80 percent or more of the total Building square footage on the Effective Date of this Agreement. For purposes of this Agreement, the [AOC/County] is the Majority Occupant.

“**Minority Occupant**” means the Party that occupies 20 percent or less of the total Building square footage on the Effective Date of this Agreement. For purposes of this Agreement, the [AOC/County] is the Minority Occupant.

“**Party**” means the AOC or the County, and “**Parties**” means the AOC and the County.

“**Real Property**” means the “Real Property” as defined in the Transfer Agreement.

“**Transfer Agreement**” means the Transfer Agreement For the Transfer of Responsibility For Court Facility, and all attached Exhibits, dated as of [REDACTED], 2009, which sets forth the terms for the transfer of responsibility for the Court Facility under the Act.

3. PURCHASE OF EQUITY RIGHTS

3.1 Exercise of Vacate Right. The Majority Occupant has elected to exercise its right to require the Minority Occupant to vacate the Building under section 70344(b) of the Act and has given the Minority Occupant reasonable notice of its election to so exercise.

3.2 Compensation. The Compensation for the Equity Purchase is \$[REDACTED], which amount will be paid by the Majority Occupant to the Minority Occupant [in a lump sum on the later of (1) the date that the Minority Occupant actually vacates the Building, or (2) the date on which the Termination Agreement is recorded in the official records of the County.] **OR** [describe]. The Parties acknowledge

that the Compensation is equal to the fair market value of the Minority Occupant's Equity Rights in the Real Property.

3.3 Relocation Costs. The Majority Occupant will be responsible for the moving expenses of the Minority Occupant at the fair market rate. The Majority Occupant will, at its sole expense, make arrangements for the furniture, equipment, supplies, and other personal property of the Minority Occupant that are located in the Building to be packed and moved, by a professional business relocation service, from the Real Property to the alternate location specified by the Minority Occupant or, at the sole option of the Minority Occupant, the Minority Occupant may engage its own moving and relocation company to perform its move and the Majority Occupant will reimburse the Minority Occupant's actual relocation costs in an amount not to exceed the amount that would have been charged by the Majority Occupant's professional relocation company for the same relocation services. In no event will the Majority Occupant be responsible for any costs incurred by the Minority Occupant in searching for, identifying, leasing, purchasing, improving, furnishing, or otherwise preparing for occupancy the Minority Occupant's alternate premises, including without limitation, any brokerage commissions, finders' fees, closing costs, tenant improvement costs, or consultant's fees. The terms of this section 3.3 will survive the consummation of the Equity Purchase until _____, 200__ **[Note: This should be the same date as the deadline for vacation of the Real Property by the Minority Occupant set forth in section 4.3 below].**

3.4 Rights and Responsibilities. Upon completion of the Equity Purchase, the rights and responsibilities of the Parties in respect of the Equity Rights purchased by the Majority Occupant will be as set forth in the Transfer Agreement.

3.5 Representations and Warranties. Each Party makes the following representations and warranties to the other to the best of its knowledge after reasonable investigation and inquiry:

3.5.1 The person who has signed this Agreement on behalf of the Party has been duly authorized and empowered, by a resolution or other formal action of the Party, to sign this Agreement on its behalf, and no other or further approval or consent is required to authorize or empower the Party to enter into and perform this Agreement; and

3.5.2 This Agreement and the Equity Purchase contemplated in this Agreement do not and will not violate any agreement, obligation, or court order by which the Party is bound or to which it or its assets is subject.

4. CLOSING THE EQUITY PURCHASE TRANSACTION

4.1 Delivery of Signed Agreement. The last Party to sign this Agreement must deliver to the AOC, within three business days after signing, [] fully-signed originals of this Agreement.

4.2 When the Equity Purchase Takes Effect. The Equity Purchase will be effective and deemed consummated immediately and automatically upon the Majority Occupant's payment of the Compensation to the Minority Occupant, whether or not the Minority Occupant has then vacated the Real Property.

4.3 When Minority Occupant Must Vacate the Real Property. The Minority Occupant agrees that it will entirely vacate its occupancy of the Real Property by no later than [, 200]. If the Minority Occupant fails to complete its vacation of the Real Property by [, 200] through no fault of the Majority Occupant, the Minority Occupant will be deemed to have fully and forever waived and relinquished its rights, under section 70344(b) of the Act and section 3.3 of this Agreement, to require the Majority Occupant to pay the Minority Occupant's relocation costs.

4.4 Delivery of Possession. When the Equity Purchase has been completed and the Minority Occupant has vacated the Real Property, the Minority Occupant will deliver to the Majority Occupant possession and control of the Equity Rights, and the Minority Occupant will thereafter have no right, claim, or interest in the Equity Rights whatsoever.

5. MISCELLANEOUS

5.1 Dispute Resolution. Any dispute between the Parties concerning this Agreement must be resolved under the terms for "Dispute Resolution" in section 11 of the Transfer Agreement.

5.2 Amendments. This Agreement may be amended only by written agreement signed by both of the Parties.

5.3 Waivers. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by both Parties. Waiver by either Party at any time of any breach of this Agreement cannot be deemed a waiver of or consent to a breach of the same or any other provision of this Agreement. If a Party's action requires the consent or approval of the other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

5.4 Binding Effect. This Agreement binds the Parties and their permitted successors and assigns. The State Parties are intended beneficiaries of all provisions of this Agreement for the benefit of the AOC. The County Parties are intended beneficiaries of all provisions of this Agreement for the benefit of the County. Otherwise, this Agreement is for the benefit only of the Parties, and no third parties are intended to be benefited by this Agreement.

5.5 Governing Law. This Agreement, and the Parties' performance under this Agreement, will be exclusively governed by the laws of the State without regard to its conflict of law provisions.

5.6 Construction. The headings used in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement. This Agreement will not be construed against any Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively.

5.7 Integration. This Agreement, the Transfer Agreement and the JOA, contain the entire agreement of the Parties with respect to the Equity Purchase, and supersede all previous and concurrent communications, understandings, and agreements, whether verbal, written, express, or implied, between the Parties concerning the subject matter of this Agreement.

5.8 Capitalized Terms. Any capitalized terms that are not otherwise defined in this Agreement will have the meanings given to them in the Transfer Agreement and the JOA.

5.9 Severability. If any term of this Agreement is inconsistent with applicable law, then upon the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all parts of this Agreement not affected by the inconsistency will remain in full force and effect.

5.10 Further Assurances. The County and the AOC agree to cooperate reasonably and in good faith with one another to (1) implement the terms of this Agreement, and (2) consummate the Equity Purchase, and will execute any further agreements and perform any additional acts that are reasonably necessary to carry out the terms of this Agreement.

5.11 Notices. Any notices or other communications to be sent by one Party to the other under this Agreement will be sent and deemed received in accordance with the "Notices" provision of section 12 of the Transfer Agreement.

The Parties agree to the terms of this Agreement.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

**JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS**

By: _____
Name: Dianne Barry
Title: Attorney
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

**COUNTY OF CONTRA COSTA, a political
subdivision of the State of California**

On _____, 200__, before me,
_____, Deputy Clerk of the Board of
Supervisors, Contra Costa County, State of California, and for
said County and state, personally appeared
_____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

By: _____
Name: _____
Title: _____
Date: _____

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.

By: _____ (Seal)
Deputy Clerk

APPROVED AS TO FORM:

SILVANO B. MARCHESI
County Counsel
County of Contra Costa

By: _____
Deputy County Counsel

EXHIBIT “A”

Copy of Floor Plan

[See attached.]

ATTACHMENT "4" TO JOA

FORM OF TERMINATION OF JOINT OCCUPANCY AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
c/o Judicial Council of California
Administrative Office of the Courts
Office of the General Counsel
455 Golden Gate Avenue
San Francisco, CA 94102
Attn: Melvin Kennedy, Managing Attorney
Office of the General Counsel, Real Estate Unit

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

TERMINATION OF JOINT OCCUPANCY AGREEMENT

This Termination of Joint Occupancy Agreement ("**Termination**") is made and entered into this [] day of [], 20[], by and between the Judicial Council of California, Administrative Office of the Courts ("**AOC**"), and the COUNTY OF CONTRA COSTA ("**County**"). The AOC and the County each constitute a "**Party**" and collectively constitute the "**Parties**" to this Termination.

RECITALS

A. On [], 20[], the County and the AOC entered into a Transfer Agreement For The Transfer of Responsibility For Court Facility (the "**Transfer Agreement**"). Under the Transfer Agreement, the County transferred to the AOC responsibility for funding and operation of the Richmond Bay District Courthouse, which is located in a building on certain real property in the City of Richmond, County of Contra Costa, State of California and having a street address of 100 37th Avenue, Richmond (as more completely described in the Transfer Agreement, the "**Real Property**"). The legal description of the Real Property is attached to this Termination as **Exhibit "A"**.

B. Under the Transfer Agreement, the AOC and the County also entered into a Joint Occupancy Agreement dated [], 20[] ("**JOA**"), setting forth the parties'

respective rights and obligations with respect to the shared occupancy and use of the Real Property.

C. To memorialize the parties' respective rights and duties under the JOA, the parties signed a Memorandum of Joint Occupancy Agreement ("**Memorandum**"), which was recorded in the Official Records of the County as Instrument No. [REDACTED].

D. The JOA has now been terminated by the County and the AOC, and is no longer of any force or effect, except for the terms of the JOA that expressly survive the termination of the JOA.

E. The County and the AOC now wish to record this Termination to memorialize the termination of the JOA and the Memorandum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and AOC do hereby agree as follows:

1. The JOA and the Memorandum are terminated, and are no longer of any force or effect, except for those terms of the JOA that the parties have expressly agreed in writing will survive the termination of the JOA.

2. This Termination is to be recorded in the Official Records of the County with respect to the Real Property, whereupon the Memorandum will automatically be removed as an encumbrance on the title to the Real Property.

IN WITNESS WHEREOF, this Termination has been executed as of the day and year first above written.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

**JUDICIAL COUNCIL OF
CALIFORNIA, ADMINISTRATIVE
OFFICE OF THE COURTS**

By: _____
Name: Dianne Barry
Title: Attorney
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

**COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California**

On _____, 200__, before me,
_____, Deputy Clerk of the Board
of Supervisors, Contra Costa County, State of California,
and for said County and state, personally appeared
_____, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the
instrument.

By: _____
Name: _____
Title: _____
Date: _____

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.

By: _____ (Seal)
Deputy Clerk

APPROVED AS TO FORM:

SILVANO B. MARCHESI
County Counsel
County of Contra Costa

By: _____
Deputy County Counsel

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On this _____ day of _____ in the year 20____, before me, _____, a notary public in and for the State of California, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument he/she, or the entity on behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

State of California

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On this _____ day of _____ in the year 20____, before me,
_____, a notary public in and for the State of California,
personally appeared _____ personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the instrument he/she, or the entity
on behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

State of California

EXHIBIT “A”

Legal Description of the Real Property

[See attached.]

Facility: #07-F2

Building Name: Health Building Archival Storage

Building Address: 100 38th St. Richmond, CA

**TRANSFER AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS,
AND THE COUNTY OF CONTRA COSTA COUNTY
FOR THE TRANSFER OF RESPONSIBILITY FOR COURT FACILITY**

TABLE OF CONTENTS

	Page
1. PURPOSE	1
2. BACKGROUND.....	1
3. DEFINITIONS.....	1
4. TRANSFER OF RESPONSIBILITY	2
5. COUNTY FACILITIES PAYMENT	5
6. DISPUTE RESOLUTION	5
7. NOTICES	8
8. MISCELLANEOUS	9

TRANSFER AGREEMENT

1. PURPOSE

The Judicial Council of California (“**Council**”), Administrative Office of the Courts (together, the “**AOC**”), and the County of Contra Costa (“**County**”), set forth the terms and conditions for the transfer of responsibility for funding and operation of the trial court facility commonly known as Health Building Archival Storage (“**Existing Court Facility**”).

2. BACKGROUND

The Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233 (Escutia and Pringle) provides for transfer of the primary obligation for funding of court operations from the counties to the State. The restructuring of funding for trial court operations accomplished by the Lockyer-Isenberg Trial Court Funding Act of 1997 ended a dual system of county and state funding of, and created a more stable and consistent funding source for, trial court operations. The Trial Court Facilities Act of 2002 was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to the AOC.

As of the Effective Date of this Agreement, the Existing Court Facility occupies a very small proportion (7.53%) of the building which is located at 100 38th Street, Richmond, CA (“**Building**”). The County uses the Building as a health facility and provides twenty-four hour county services to the Building appropriate to a health facility (“**County Services**”). Locating the Existing Court Facility in the Building benefits both the County and the Court as it allows the County to efficiently provide County Services and the Court to provide court services relating to document storage for the Richmond Bay Courthouse. In light of the fact that: the Existing Court Facility is a small portion of the Building and located in a special use building (i.e. health facility), the County and the AOC agree that responsibility for the Existing Court Facility will be delegated back to the County under the terms set forth herein and pursuant to the provisions of section 70393(c) of the Act. The County and the AOC further agree that proceeding as set forth herein will ensure the continued orderly provision of services to the Existing Court Facility in a manner that is beneficial to the AOC, the Court and the County. Attached hereto as Exhibit “A” is a floor plan of the Building depicting the location of the Existing Court Facility in the Building.

3. DEFINITIONS

“**Act**” means the Trial Court Facilities Act of 2002 (Government Code sections 70301-70404) as of the Effective Date.

“Agreement” means this Transfer Agreement, together with the attached Exhibits.

“Closing Date” means the date on which this Agreement is signed by the last of the Parties to sign the Agreement.

“County Parties” means the County, its elected and appointed officers, agents and employees.

“County Facilities Payment” means the payments the County must make to the State’s Controller under Article 5 of the Act.

“Court” means the Superior Court of California, County of Contra Costa.

“Effective Date” means the date this Agreement is signed by the last Party to sign.

“Existing Court Facility” means the 5,460 square feet of the floor space in the Building that are exclusively occupied and used by the Court as archival and record storage for Richmond Bay Courthouse, as depicted on **Exhibit “A”** to this Agreement.

“Equity” means the term “equity” as used and referred to in the Act.

“Operations” means management, maintenance, and repair.

“State” means the State of California.

“State Parties” means and refers to the Judicial Council of California, the AOC, the Court, and their respective officers, agents, and employees.

4. TRANSFER OF RESPONSIBILITY

4.1 Transfer of Responsibility. On the Closing Date, the transfer of responsibility for the Existing Court Facility from the County to the AOC will occur pursuant to the terms of this Agreement.

4.2 General Responsibilities After Transfer. Upon the completion of the transfer of responsibility, the Parties will have the general rights, duties, and liabilities set forth in the Act in respect of the Existing Court Facility, except as expressly delegated by the Parties in this Agreement, or any other written agreement authorized by the Parties’ respective governing bodies and executed in accordance with such authorization.

4.3 Specific Responsibilities After Transfer. The Parties will have the following specific rights, duties, and liabilities upon and after the transfer of responsibility:

4.3.1 Delegation. Upon the Closing Date, the AOC delegates all of its rights and duties with respect to Operations of the Existing Court Facility to the County,

and the County accepts the delegation of the AOC's rights and duties with respect to Operations of the Existing Court Facility (the "**Delegation**"). While the Delegation is in effect, the County will provide and maintain the same basic level of services, including routine maintenance and repair, to the Court-occupied space in the Existing Court Facility as the County generally provides to other County-occupied buildings. The AOC and the County agree that all liabilities, duties and responsibilities for the Existing Court Facility (including, without limitation, liability for any seismic-related damage and injury) are and remain the sole and exclusive responsibility of the County as long as (a) the Delegation is in effect, and (b) the Court occupies the Existing Court Facility in accordance with this Agreement. Notwithstanding the foregoing, the County will not have any liability, duty or responsibility in connection with any demand, complaint, cause of action or claim (1) alleging bodily injury or death and asserted by or on behalf of any employees of any State Parties acting within the scope of their employment as such or (2) arising from the willful misconduct or negligent acts, errors, or omissions of any State Party. While the Delegation is in effect, the County will not be obligated to pay a County Facilities Payment.

4.3.2 Withdrawal of Delegation. Upon one year's written notice, the AOC, in its sole discretion, may withdraw and terminate the Delegation at any time and for any reason, during which time the County and the AOC agree to negotiate in good faith and enter into a joint occupancy agreement for the Building that includes the following provisions:

(a) a methodology for the AOC and the County to share costs for Operations of the Building based upon the Court and the County's pro rata occupancy and use of the Building;

(b) a designation that the County will be managing party for the Building and therefore responsible for Operations of the common area of the Building, including without limitation the building systems of the Building;

(c) designation of the following three areas within the Building: (i) County Exclusive-Use Area; (ii) Court Exclusive-Use Area; and (iii) Common Area;

(d) an acknowledgment that the County will commence payment of the County Facilities Payment in accordance with section 5 of this Agreement; and

(e) any other provision which is typically included in a joint occupancy agreement between the AOC and the County, or in the event that the AOC and the County do not have any existing joint occupancy agreements, then the parties shall look to joint occupancy agreements between the AOC and other counties for guidance.

4.3.3 Relocation of Existing Court Facility by County. In the event that the County relocates the County Services to another location within the County, and the

Court gives its written consent to relocating the Existing Court Facility to a new location in conjunction with the relocation of the County Services (**“Relocation Facility”**), the County may move the Existing Court Facility to the Relocation Facility, and any reference in this Agreement to Existing Court Facility shall then apply to the Relocation Facility. The Court shall have complete discretion to not give its written consent to moving to a Relocation Facility. The Relocation Facility must be comparable in size and functionality to the Existing Court Facility. In addition to the cost of the Relocation Facility, the County will be responsible for all reasonable costs associated with relocating the Court, including, without limitation, moving costs or costs that the Court incurs as a result of the relocation (e.g. printing new stationery or notices). If the County desires to relocate the Court into a Relocation Facility, the County shall give the Court not less than one hundred eighty (180) days notice of the proposed relocation (**“Relocation Notice”**). The Relocation Notice shall include the location and a brief description of the proposed Relocation Facility, the date upon which the County desires the relocation to commence and the County’s estimated time and cost for the relocation. At the Court’s request, the County shall promptly provide the Court access to the proposed Relocation Facility for the Court’s inspection. Within sixty (60) days of receipt of the Relocation Notice, the Court shall provide written notice to the County of any concerns the Court has with the comparability of the proposed Relocation Facility. Any Court concerns stated in the Court’s timely, written notice to the County about the comparability of the proposed Relocation Facility that cannot be readily resolved by the parties shall be addressed under section 6 of this Agreement.

4.3.4 Vacation of Existing Court Facility by Court. The AOC, after consultation with the Court, may vacate the Existing Court Facility by giving the County 180 days’ written notice. Upon the Court’s vacation of the Existing Court Facility in accordance with this section, the County shall commence making County Facility Payments pursuant to section 5 of this Agreement.

4.3.5 County’s Rights Under Section 70344(b) of the Act. After the Effective Date, if County elects to exercise its rights under section 70344(b) of the Act, the Court must remove all of its property from, and surrender to the County, full possession of the Building within 90 days after the Parties agree on the amount of compensation to be paid by the County to the AOC for (i) its Equity in the Existing Court Facility, and (ii) the Court’s relocation costs. The AOC must repair, at its sole cost, any damage caused to any part of the Real Property in removing the Court’s property from the Existing Court Facility. If the Parties cannot agree on the value of the AOC’s Equity in the Existing Court Facility, the Parties will select a mutually-acceptable MAI appraiser (**“Appraiser”**) to determine the fair market value of the AOC’s Equity in the Existing Court Facility. If the Parties cannot agree on the fair market value of the Court’s relocation costs, the Parties will select a mutually-acceptable relocation expert with at least five years of experience in determining relocation costs in California (**“Relocation Expert”**), to determine the fair market value of the Court’s relocation costs. Any

Appraiser or Relocation Expert will deliver to both Parties its determination of value or costs, respectively, and each Party will be responsible for one-half of the costs of the Appraiser and Relocation Expert. Any disputes under this section 4.3.5 will be resolved under section 6 of this Agreement.

4.3.6 Relief from Section 70311 Obligations. Effective upon the Closing Date and pursuant to section 70312 of the Act, the AOC confirms and agrees that the County will be and is relieved of any responsibility under section 70311 of the Act for providing to the Court necessary and suitable court facilities for the number of judicial and Court support positions currently located in the Building.

5. COUNTY FACILITIES PAYMENT

5.1 The amount of the County Facilities Payment for the Existing Court Facility approved by the State Department of Finance is \$22,700. The County will make its first installment payment of the County Facilities Payment within five (5) days of either:

(a) the effective date of the AOC's withdrawal of the Delegation in accordance with section 4.3.2 of this Agreement; or

(b) the Court's vacation of either the Existing Court Facility or the Relocation Facility in accordance with section 4.3.4 and 4.3.5 of this Agreement.

The County's first payment will be prorated on the basis of a 365-day year if the first payment is due on any date other than July 1, October 1, January 1, or April 1. Thereafter, the County will make payments of the County Facilities Payment to the State Controller each and every fiscal quarter, as provided in the Act.

5.2 Additional County Payment Obligation. In addition to the County Facilities Payment set forth in section 5.1 above, if the Effective Date occurs on or prior to March 31, 2009, then pursuant to section 70321(b) of the Act, the County shall be obligated to pay a continuing amount from the date of Transfer calculated by multiplying the County Facilities Payment by the percentage change in the National Implicit Price Deflator for State and Local Government Purchases, as published by the DOF, for the fiscal year in which this Agreement is executed as compared to the prior fiscal year.

6. DISPUTE RESOLUTION

6.1. Unassisted Negotiation; Mediation. In the event of a dispute between the Parties arising under or relating to performance of the Parties' obligations under this Agreement, or any aspect of the transactions contemplated in this Agreement, the County Administrator and an Assistant Director of the AOC's Office of Court Construction & Management, or their respective designees, will meet to discuss a resolution to the dispute. Any designee appointed must have the authority to negotiate for, and to

effectively recommend settlement to, the Party that he or she represents. If the Parties are not able to resolve their dispute within 30 calendar days through that unassisted negotiation, they will attempt to resolve the dispute by mediation under this section 6.1. If the dispute concerns a matter within the jurisdiction of the Court Facilities Dispute Resolution Committee (“**CFDRC**”), established by section 70303 of the Act, the Parties must first mediate the dispute before a Party can commence a dispute resolution proceeding before the CFDRC.

6.1.1. Initiation of Mediation. Either or both of the Parties may request the initiation of mediation for any dispute described in section 6.1, whether or not the dispute falls within the CFDRC’s jurisdiction, by delivering a written request for mediation (“**Mediation Request**”) to the other Party. The Mediation Request must (1) include a brief summary of the issues in dispute, (2) state the dates on which the requesting Party is unavailable to attend the mediation within the immediately-succeeding 90 calendar days after the delivery to the other Party of the Mediation Request, and (3) list at least three neutral mediators who are acceptable to the requesting Party for mediation of the dispute. Within ten calendar days after the requesting Party’s delivery of a Mediation Request to the other Party, the responding Party must deliver to the requesting Party a response to the Mediation Request (“**Mediation Response**”), which must: (a) include a brief summary of the issues in dispute (which may or may not be the same as the summary provided by the requesting Party); (b) state the dates on which the responding Party is unavailable to attend the mediation within the 80 calendar days immediately following the requesting Party’s receipt of the Mediation Response; and (c) state whether any of the neutral mediators listed in the Mediation Request are acceptable to the responding Party and, if none are, then the Mediation Response must list at least three neutral mediators who are acceptable to the responding Party.

6.1.2. Selection of Mediator. Within 10 calendar days after delivery to the requesting Party of the Mediation Response, the Parties will attempt in good faith to agree upon a neutral mediator to preside over the mediation. If the Parties are not able to agree upon a neutral mediator within 10 calendar days after delivery to the requesting Party of the Mediation Response, the Parties must apply to a mutually agreeable mediation service for selection of a neutral mediator to mediate the dispute. The Parties’ application to a mediation service must be filed in accordance with the selected mediation service’s applicable rules and procedures then in effect, and must include copies of the Mediation Request and Mediation Response. The mediator must be a person with a reasonable degree of experience and expertise in handling disputes involving governmental entities. The mediator must have no current or prior involvement with either Party in the negotiations between the Parties related to the Act or any of the court facility transfers provided for in the Act, and shall discharge his or her duties impartially and as a neutral, independent participant to the mediation process to assist the Parties to achieve a settlement and compromise of their dispute, taking into consideration the relevant facts, applicable Law, and the pertinent provisions of any relevant agreement

between the Parties. The selection of a mediator by the mediation service will be final and binding on the Parties, and the Parties shall be equally responsible for the payment of all fees and costs charged by the mediation service.

6.1.3. Cost of Mediation. The Parties will share equally in payment of all costs of the mediation, including the compensation of the mediator. The Parties and the mediator must reach a written agreement regarding the mediator's compensation and expenses before the mediation is commenced.

6.1.4. Date, Time, and Place of Mediation. In consultation with the Parties, the mediator will fix the date, time, and place of each mediation session. The mediation may be held at any convenient location agreeable to the Parties and the mediator. Mediation must be completed within 90 calendar days after the requesting Party's delivery to the responding Party of the Mediation Request.

6.1.5. Attendance at Mediation. Both Parties must attend the mediation session(s). The Parties may satisfy this attendance requirement by sending a representative familiar with the facts of the dispute, who has the authority to negotiate on behalf of, and to effectively recommend settlement to, the Party he or she represents. Any Party to the mediation may have the assistance of an attorney or other representative of its choice, at its own cost. Other persons may attend the mediation sessions only with the consent of the Parties and the mediator.

6.1.6. Statements Before Mediation. The mediator will determine the manner in which the issues in dispute will be framed and addressed. The Parties should expect that the mediator will request a premediation statement outlining facts, issues, and positions of each Party ("**Premediation Statement**") in advance of the mediation session. At the discretion of the mediator, the Premediation Statements or other information may be mutually exchanged by the Parties.

6.1.7. Confidentiality. The mediation will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154 will apply to all written and verbal evidence presented in the mediation and to settlement communications made in the Premediation Statement, during the mediation itself, or otherwise in furtherance of or related to the mediation or the settlement of the dispute. The Premediation Statements shall be confidential, for settlement purposes only, and will not be admissible for any purpose other than for the mediation. Without limiting the foregoing, the provisions of California Evidence Code sections 1115 through 1128, inclusive, will apply in connection with any mediation under this Agreement.

6.2. Resolution of Claims Remaining After Mediation. After compliance with the terms of section 6.1 of this Agreement, the Parties shall proceed as follows in respect of any dispute that remains unresolved: (i) if the unresolved dispute involves any of the matters described in sections 70303(c)(1) through (5) of the Act, the Parties shall refer

the dispute to the CFDRC for hearing and recommendation to, and decision by, the Director of Finance, pursuant to the Act and the regulations and rules adopted by the CFDRC; or (ii) if the unresolved dispute does not involve any of the matters described in sections 70303(c)(1) through (5) of the Act, then the Parties may proceed to resolve the dispute in any manner permitted at Law or in equity.

7. NOTICES

Any notice or communication required to be sent to a Party pursuant to this Agreement must be sent in writing by personal delivery (including overnight courier service), certified U.S. mail, postage pre-paid and with return receipt requested, to the Parties at their addresses or fax numbers indicated below. Routine exchange of information may be conducted via telephone, facsimile, and/or electronic means, including e-mail.

If to the AOC: Administrative Office of the Courts
 Attention: Portfolio Administration Analyst for the
 BANCRO Regional Office
 455 Golden Gate Avenue
 San Francisco, CA 94102-3688
 Voice: 415-865-4053
 Fax: 415-865-8885

With a copy to: Administrative Office of the Courts
 Office of Court Construction and Management
 Attention: Manager, Real Estate
 455 Golden Gate Avenue
 San Francisco, CA 94102-3688
 Voice: 415-865-4048
 Fax: 415-865-8885

In addition, all notices by the County relating to any alleged breach or default by the AOC of this Agreement must also be sent to:

Administrative Office of the Courts
Attention: Business Services, Senior Manager
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Voice: 415-865-4090
Fax: 415-865-4326
E-mail: grant.walker@jud.ca.gov

If to the County: County of Contra Costa
County Administrator
Attention: Capital Facilities Manager
651 Pine Street, 11th Floor
Martinez, CA 94553
Voice: (925) 313-7163
Fax: _____

With a copy to: Office of the County Counsel
County of Contra Costa
651 Pine Street, 9th Floor
Martinez, CA 94553
(925) 335-1800

A Party may change its address for notice under this Agreement by giving written notice to the other Party in the manner provided in this section 7. Any notice or communication sent under this section 7 will be deemed to have been duly given as follows: (1) if by personal delivery, on the date actually received by the addressee or its representative at the address provided above, or (2) if sent by certified U.S. mail, return receipt requested, on the first business day that is at least three calendar days after the date deposited in the U.S. Mail.

8. MISCELLANEOUS

8.1. Waivers. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by both the AOC and the County. Waiver by either Party at any time of any breach of this Agreement cannot be deemed a waiver of or consent to a breach of the same or any other provision of this Agreement. If a Party's action requires the consent or approval of the other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

8.2. Force Majeure. Neither Party will be responsible for performance under this Agreement to the extent performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature, acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, or terrorism, whether foreseeable or unforeseeable.

8.3. Assignment. Neither Party may assign this Agreement in whole or in part, whether by operation of law or otherwise, to any other entity, agency, or person without the prior written consent of the other Party. Even if that consent is given, any assignment made in contravention of any Law will be void and of no effect.

8.4. Binding Effect. This Agreement binds the Parties and their permitted successors and assigns.

8.5. Third Parties Benefited. The State Parties and the County Parties are intended beneficiaries of all provisions of this Agreement. Nothing in this Agreement, express or implied, is intended to confer on any other person, other than the State Parties and the County Parties, any rights under or by reason of this Agreement.

8.6. Governing Law. This Agreement, and the Parties' performance under this Agreement, will be exclusively governed by the laws of the State of California.

8.7. Construction. The headings used in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement. The words "hereof", "herein", and "hereunder", and other words of similar import, refer to this Agreement as a whole and not to any subdivision of this Agreement. This Agreement will not be construed against either Party as the principal draftsperson. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively. The capitalized terms used in this Agreement have the meanings ascribed to them in this Agreement.

8.8. Integration; Amendments. This Agreement contains the entire agreement of the Parties with respect to the transfer of responsibility for the Existing Court Facility, and supersede all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties. This Agreement may be amended only by written agreement signed by both of the Parties.

8.9. Incorporation By Reference. The factual recitals and Exhibits contained in or attached to this Agreement are all incorporated into and made a part of this Agreement for all purposes, and all references to this Agreement in any of the recitals or Exhibits will be deemed to include the entirety of this Agreement.

8.10. Severability. If a term of this Agreement is inconsistent with applicable Law, then on the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all parts of this Agreement not affected by the inconsistency will remain in full force and effect.

8.11. Further Assurances. The Parties agree to cooperate reasonably and in good faith with one another to (1) implement the terms and provisions set forth in this Agreement and the Act, and (2) consummate the transactions contemplated herein, and will execute any further agreements and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this Agreement and the Act.

8.12. Recordation of Memorandum/Quitclaim Deed. Within thirty (30) days of written request by the AOC, County will execute, acknowledge, and deliver to AOC a memorandum of this Agreement which the AOC may record against the land upon which the Building is located. Within thirty (30) days of written request by the County following the relocation of the Existing Court Facility in accordance with section 4.3.3 of this Agreement or the vacation of the Existing Court Facility in accordance with section 4.3.4 or 4.3.5, the AOC will execute, acknowledge, and deliver to the County a quitclaim deed relinquishing all right, title and interest in the Existing Court Facility which the County may record to clear title to the land upon which the Building is located.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

The Parties agree to the terms of this Agreement.

APPROVED AS TO FORM
Administrative Office of the Courts,
Office of the General Counsel

**JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS**

By: _____
Name: Dianne Barry
Title: Attorney
Date: _____

By: _____
Name: Grant Walker
Title: Senior Manager, Business Services
Dated: _____

**THE COUNTY OF CONTRA COSTA, a
political subdivision of California**

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT “A”
FLOOR PLAN



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: March 31, 2009

Subject: ADOPTION OF FY 2009-10 COUNTY RECOMMENDED AND COUNTY SPECIAL DISTRICT BUDGETS

RECOMMENDATION(S):

1. RESUME the public hearing, opened on March 17, 2009, on the FY 2009-10 Recommended Budget and the Beilenson Notice, to receive input on the following limited subjects: the Cooperative Extension Program, the Arts and Culture Commission, the Library, and the Basic Health Care Program for undocumented adult aliens; CLOSE public hearing;
2. ACKNOWLEDGE that the Board of Supervisors held a public hearing on the items described in the attached NOTICE OF PUBLIC HEARING (Beilenson Notice) (Attachment A) on March 17, 2009; that public testimony was heard and considered; that the staff report prepared by the Health Services Department was read and considered; that the Health Services Department is facing a \$19.2 million shortfall for fiscal year 2009-10, and that the program changes set forth in the attached NOTICE OF PUBLIC HEARING, if adopted, would result in \$10.4 million in savings;
3. ADOPT all of the program changes set forth in the NOTICE OF PUBLIC HEARING (Beilenson Notice) (Attachment A), except for: (i) the Change to the Eligibility Standards for the Basic Health Care (BHC) Program to Make Undocumented Adult Aliens Ineligible for Non-Emergency Health Care Services (Item 7), and (ii) the elimination of Inmate Health Care Services at the West County Detention Facility (Item 8); and DIRECT the Health Services Director to implement said program changes;
- 4.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☐ APPROVED AS RECOMMENDED ☒ OTHER

Clerks Notes: See Clerk's Addendum for discussion & motion information

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: March 31, 2009

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

By: June McHuen, Deputy

Contact: Lisa Driscoll, County Finance
Director, 335-1023

cc:

RECOMMENDATION(S): (CONT'D)

CHANGE the Eligibility Standards for the Basic Health Care Program to make undocumented adult aliens ineligible for non-emergency health care services; DIRECT the Health Services Director and County Counsel to draft a new resolution that amends Resolution No. 2002/312 to reflect this change in the BHC eligibility standards;

- ACKNOWLEDGE that the federal government and the State of California provide partial health insurance coverage for undocumented aliens through the Restricted Medi-Cal program and certain other targeted programs;
- ACKNOWLEDGE that the Health Services Department will continue to provide non-emergency services to undocumented aliens who have third party health insurance coverage, such as Medi-Cal, and that the provision of health care services to undocumented adult aliens is not a mandatory program;
- DIRECT the Health Services Director to continue to meet with community health care providers to identify a collaborative plan to address, to the extent possible, the gap in the provision of primary and specialty medical care services for undocumented adult aliens;
- AUTHORIZE the Health Services Director to negotiate contracts with Brookside Clinic and La Clinica, for subsequent presentation to and consideration by the Board of Supervisors, that will assist those community health care clinics in the provision of non-emergency health care services to undocumented adult aliens;
- ACKNOWLEDGE that the projected savings of \$6,000,000 set forth in Item 7 of the NOTICE OF PUBLIC HEARING (Beilenson Notice) (Attachment A) will be reduced by the expenditures made under any contracts that may subsequently be awarded by the Board of Supervisors to Brookside Clinic and La Clinica, and that the Health Services Department will be required to make additional program reductions that are equal to those expenditures;
- ADOPT the FY 2009-10 Recommended County Budget as modified by line-item appropriation adjustments (Attachment B);
- ADOPT the County Special District and County Service Area Budgets with no modifications to the budget proposed on March 17, 2009;
- ACKNOWLEDGE that pending action by the State regarding its budget may require subsequent adjustments to this Recommended Budget;
- ACKNOWLEDGE that the County Administrator has been directed to return to the Board on April 7, 2009, with a Resolution, authorizing the deletion of certain positions in affected County departments;
- AUTHORIZE and REQUEST the Auditor-Controller to adjust FY 2008-09 appropriations and revenues by reallocating and balancing budgeted and actual expenditures and revenues as needed for various budget units and special districts, subject to Board approval in September; and
- AUTHORIZE the Auditor-Controller to make technical adjustments to the FY 2009-10 County and Special District Budgets when actual amounts are known.

FISCAL IMPACT:

The fiscal impact is described in the Fiscal Year 2009-10 Recommended Budget and attached line-item changes (Attachment B).

BACKGROUND:

On March 17, 2009, the Board opened and conducted concurrent public hearings on the Recommended Budget and the Beilenson Notice. The hearings began with an overview of the recommendations in the FY 2009-10 Budget by the County Administrator. The County Administrator reminded the Board that the bound copy of the budget (available on the internet at www.cccounty.us) contains details on individual department budgets, programs, goals, and recommendations. The overview (also available on the internet) included a review of the Board's previously provided goals and direction for the budget, an economic outlook – state of the economy nationally and locally, significant impacts expected in 2009, reserve status update, information on where expenditures and revenues occur, continued structural imbalance, other post employment benefit liability, mandatory versus discretionary expenditures, recommended actions required to balance the budget, and additional and future fiscal challenges still facing the Board.

At the conclusion of the County Administrator's presentation, four department heads were asked to address the Board on issues specific to their departments: Joseph Valentine, Director of Employment and Human Services;

Dr. William Walker, Director of Health Services; Warren Rupf, Sheriff-Coroner; and Robert Kochly, District Attorney. The Board then asked for and received public comment.

Taking into consideration the testimony it had received from staff and the public, the Board deliberated regarding the Recommended Budget. The Board discussed the difficult decisions it was facing and the desire to continue to look for solutions. It was noted that, in a previous action, the Board had directed the Finance Committee to pursue the possibility of increasing revenues, including the possibility of pursuing a Utility Users Tax. At the conclusion of the deliberations, the Board continued the public hearings for the limited purposes of receiving additional information on the following subjects: the Cooperative Extension Program, the Arts and Culture Commission, the Library, and the Basic Health Care Program for undocumented adult aliens. The Board directed the County Administrator to return to the Board on March 31, 2009, for a continuation of these hearings and adoption of the FY 2009-10 County and Special District Budgets, as adjusted.

Line Item Changes

Today's action is required to align FY 2009-10 appropriations and revenues in the Proposed Budget with the Recommended Budget as adjusted. Attachment B shows line-item changes which align the Recommended Budget with the 'placeholder' Proposed Budget adopted on March 17, 2009. At the time of the preparation of the Proposed Budget the Recommended Budget had not yet been completely finalized. The difference between the Proposed and Recommended budget General Fund net County cost is zero; however, there is a total non-General Fund cost difference of \$2,272,742. No line-item changes are required to the Proposed County's Special District budgets.

The following adjustments/follow-up information was requested during the March 17, 2009, hearings:

Arts and Culture Commission of Contra Costa County

The Board requested the County Administrator to review the recommended budget for the Arts and Culture Commission of Contra Costa County to determine if approximately \$15,000 in funding could be redirected to match funding anticipated to be received from the State of California.

The County Administrator has located the requested amount in its own consultant services allocation by renegotiating two contracts with the County's State and federal lobbyists. In addition to the \$15,000 funding for FY 2009-10, the County will provide the Arts and Culture Commission with office space in a County owned building, at a cost of approximately \$15,000 per year.

Cooperative Extension

The County Administrator previously recommended eliminating all funding provided to the Cooperative Extension as it is a totally discretionary program. There are no legal mandates to provide these services and, if provided, there are no requirements regarding the level of services to be provided.

As requested at the Budget Hearing, staff has reviewed what the minimum amount necessary might be to maintain some level of continued funding from the University of California. The County Administrator has reviewed available funding possibilities and is recommending funding the full cost of the office space currently occupied by Cooperative Extension at a cost of approximately \$71,000 and the cost of telephones and related telecommunications expenses. This recommendation would require a 2009-2010 fiscal year General Fund allocation of \$83,154, but would allow the University to keep a presence in Contra Costa County that might be grown in the future.

Cooperative Extension currently has two full time positions and one part-time position. All of these positions will be included for elimination on the April 7, 2009, layoff resolution. Two of the position reductions will be

effective April 30, 2009. To provide for a period of time to smoothly transition workload to University staff, it is recommended that the elimination of the position handling 4-H duties be delayed until June 30, 2009. The County Administrator's Office and Board members will continue to explore possible outside funding sources for the 4-H program.

District Attorney

An additional \$400,000 in appropriations and revenues is being recommended for the District Attorney to allow for the limited prosecution of certain misdemeanors including domestic violence and driving under the influence (DUI), assuming favorable cooperation of the Superior Court. The appropriations are being balanced with an increase of \$400,000 in Proposition 172 sales tax revenues within the budget of the District Attorney. Should the economy begin to recover in the next fiscal year, it is anticipated that sales taxes will be one of the first revenues to experience growth. This revenue will be closely monitored, if the growth is not realized other adjustments will be made at mid-year.

Health Services

Basic Health Care Program

(Eliminate non-emergency medical services to undocumented adult aliens)

During the March 17, 2009, Beilenson Hearing, the Board of Supervisors directed the Health Services Department to return with additional information and possible options for the proposed change to the Basic Health Care Program. The Board directed the Health Services Department and the County Administrator to meet with local Hospitals and Community Clinics to explore options for the provision of medical care services to undocumented adult aliens.

On March 23, 2009, the Health Services Department convened a meeting on Access to Health Care with local representatives of the health care community. A total of approximately 40 individuals attended the two hour facilitated meeting, including representatives of Kaiser Permanente, John Muir Health, Sutter-Delta Medical Center, The Community Clinic Consortium, the Alameda Contra Costa Medical Association, the Public and Environmental Health Advisory Board (PEHAB), and the Contra Costa Interfaith Support Community Organization (CCISCO).

An active discussion took place regarding the services provided, how they are provided and by whom, and possible changes that could be made to the delivery of services. The Health Services Department reiterated that it would continue to provide some health care services – emergency services, services to pregnant women, tuberculosis (TB) and human immunodeficiency virus (HIV) screening and treatment, cervical and breast cancer screening and treatment, advice nurse services, and primary care services for children. A total of sixteen proposals for possible service changes and cost reductions were made by the attendees and briefly discussed. These proposals are being reviewed in depth by the Department's executive and fiscal staff to determine their feasibility and potential savings to the County.

Both County staff and attendees have committed to continue to meet and discuss these proposals and possible future partnerships. The Contra Costa Interfaith Support Community Organization (CCISCO) is coordinating three town hall meetings in Richmond, Concord and Oakley, which will take place on March 26, 27, and 29, 2009.

A concern was raised at both the Beilenson Hearing on March 17, 2009, and at the Access to Health Care meeting on March 23, 2009, about clinic staff assisting with the Medi-Cal application process. Employment and Human Services Department (EHSD) staff is available to provide technical assistance on the completion of Medi-Cal applications for the Community Clinics' clients and has offered to train the Community Clinics' staff on the completion and submission of the Medi-Cal application. EHSD staff has contacted the Community Clinic Consortium to arrange such staff trainings.

Due to time requirements and the need to obtain additional information and receive feedback from the attendees, additional information and recommendations are not available to include herein. A detailed report and

recommendations on the continued provision of health care to undocumented adult aliens under a new model will be provided orally to the Board of Supervisors and to the public at the March 31, 2009, meeting of the Board of Supervisors.

Detention Medical

Pursuant to the Board's direction on March 17, 2009, Health Services Department staff, in coordination with the Sheriff-Coroner, Human Resources, and the County Administrator, will renew previous efforts to pursue the possibility of providing medical services to inmates of the County's detention facilities through a public-private partnership.

Charity Ordinance

The County Counsel's Office is in the process of drafting an ordinance, in consultation with the Health Services Department, similar to that implemented by the City and County of San Francisco, regarding the transparency of charity medical care provided by non-profit hospitals and clinics in Contra Costa County, for presentation to the Board of Supervisors at a later date.

Library

The Recommended Budget included a \$538,786 reduction based on closing library facilities a total of 12 furlough days during FY 2009-10. In lieu of closing all Library facilities 12 days during FY 2009-10, the Library is addressing the \$538,786 reduction by eliminating nine positions (6.0 FTE) and reducing Temporary Salaries \$27,000. The positions include: five Librarians (3.5 FTE); two Library Assistant Journey Level (1.0 FTE); one Clerk Experienced (.5 FTE); and one Library Specialist (1.0 FTE) all of which are vacant. The impact of these position eliminations is currently being evaluated by the Library as part of an ongoing realignment of base service levels. After working with the cities, the Library will provide an update to the Board of Supervisors in April regarding actual library hour reductions.

Questions arose regarding the Adult Literacy Program during Budget Hearings. The Adult Literacy Program proudly assists approximately 150 – 200 adults annually. Each adult is paired with a volunteer tutor. It is intended that this program will remain intact. Administrative costs have been included in the Recommended Budget.

Federal Economic Stimulus Funding

Contra Costa County anticipates receiving funding through the American Recovery and Reinvestment Act of 2009 – the federal economic stimulus package. Departments are in the process of reviewing information to determine what funding may be available and what the funds may be used for. The table below displays current funding estimates and use of the funding. The amounts shown in the table are estimated based on current funding models and may not be the actual amounts received. Departments will return to the Board of Supervisors for approval once amounts are verified and plans for the use of the funds have been developed. It is important to note that this funding is for a three year period only – and is not permanent.

<u>Program</u>	<u>Amount</u>	<u>Propose/Use of Funds</u>
----------------	---------------	-----------------------------

EMPLOYMENT AND HUMAN SERVICES DEPARTMENT

Aging & Adult Services Bureau:

In-Home Supportive Services	\$4,500,000	Additional revenues due to increased Federal Medical Assistance Percentages effective October 1, 2008 through December 31, 2010, to offset County County GF reduction. <i>NOTE – this amount has been included in the 2009-10 Recommended Budget</i>
<i>Community Services Bureau:</i>		
Head Start and Early Head Start	\$2,835,000	Facility upgrades, additional staff, COLA, expand collaboration with CBOs
State Childcare Contracts	\$407,380	Facility upgrades, additional staff, COLA, expand collaboration with CBOs
Low Income Home Energy Assistance Program	\$935,450	Additional staff, increase in housing and energy assistance to eligible county residents
Community Services Block Grants	\$487,401	Admin support and expand collaboration with CBOs
Department of Energy	\$1,706,319	Additional staff, expand collaboration with Building Inspection to increase weatherization assistance to eligible county residents
<i>Workforce Development Board:</i>		
Adult	\$455,213	Adult Employment & Training Activities
Youth	\$1,051,669	Youth Activities including Summer Youth Employment
Dislocated Worker	\$876,811	Dislocated Worker Employment & Training Activities
<u>HEALTH SERVICES DEPARTMENT</u>		
Healthcare Information Technology	\$2,000,000	Targeted directly to technology for development of medical records
Medical Services	\$4,600,000	Federal Medical Assistance Percentage – for the provision of existing services
<u>CONSERVATION AND DEVELOPMENT</u>		
Community Development Block Grant Program	\$1,421,551	Homeless Prevention and Rapid Re-Housing Program
Community Development Block Grant Program	\$929,719	
Neighborhood Stabilization Program	\$6,000,000	May be used for land, property, rehabilitation, cost assistance, etc.
Neighborhood Stabilization II Program	Program details not yet available	Same as above
HUD Home Block Grant	Unknown – Competitive	Tax Credit Assistance Program

HUD Home Block Grant	Unknown – Competitive	Tax Credit Exchange Program
----------------------	--------------------------	-----------------------------

PUBLIC WORKS

Roads and Transportation	\$2,000,000	Vasco Road Overlay Project
--------------------------	-------------	----------------------------

Roads and Transportation	\$10,000	Vasco Safety Improvement Project
--------------------------	----------	----------------------------------

SHERIFF-CORONER

Field Enforcement	Unknown – Competitive	COPS funding will provide for additional Deputy Sheriffs
-------------------	--------------------------	--

PROBATION

Probation and Parole	Unknown - Competitive	Will be used to reinstate the Mentally Ill Offender Program.
----------------------	--------------------------	--

DISTRICT ATTORNEY

Drug Enforcement	\$200,000	Regional anti-drug enforcement grant funds.
------------------	-----------	---

Justice Assistance Grant	\$299,535	May be used to combat violence against women, fight internet crimes against children, improve function of the criminal justice system, assist victims, and support youth mentoring.
--------------------------	-----------	---

Position Resolution

A position resolution is required to effectuate the position eliminations identified in the Recommended Budget in addition to positions that are vacant and unfunded. A position resolution eliminating positions in County departments will be forwarded to the Board on April 7, 2009. Additional positions in various departments will be held vacant in order to achieve prescribed vacancy factor dollar savings.

Tactical Employment Team Program (TETP)

The Tactical Employment Team Program (TETP) was reimplemented in 2008 and is still in operation. The objective of this program is to mitigate the negative impact that anticipated layoffs will have on the County's workforce. The team is up and running and will continue to work towards finding employment for as many laid-off individuals as possible.

CLERK'S ADDENDUM

Mr. Twa, County Administrator, presented the staff report. He noted that the anticipated federal stimulus funds for the Vasco Road Overlay Project (page 7) should be corrected to read \$10 million. He said the position resolution scheduled to come before the Board on April 7, 2009 in accordance with the recommended budget contains the elimination of 499 positions of which slightly over 200 are funded positions and approximately 120 are filled positions. He added that the hiring freeze will continue.

He said the state had recently concluded that the \$10 billion trigger amount of federal stimulus funds it formulated would be necessary to prevent further reductions in funding would not be achieved, resulting in cuts to programs such as SSI and InHome Social Services. He said that, while these reductions did not immediately impact the County, there will be future impacts to the hospital due to the reduction in Medi-Cal reimbursement rates.

Dr. Walker, Health Services Director, said the reduction will amount to approximately \$1.5 million and when it goes into effect on July 1, 2009, optional Medi-Cal benefits, including all adult dental care, optometry services,

audiology and chiropractic and various other services, will cease to be available throughout the state of California. He said he will return to the Board to propose further reductions and layoffs in the affected clinics.

Dr. Walker noted that the \$1 million annually over six years pledged by Chevron would begin to be distributed in a few weeks, but that it will require county funding to get through to next year. He requested the Board consider one-time funding in the amount of \$1.5 million from reserves to fund increased access to the community clinics from May 2009 to June 2010, at which time the Chevron monies will be fully implemented.

Chair Bonilla requested that Dr. Walker return to the Board with a written report on how the requested \$1.5 million dollars would be utilized.

Chair Bonilla called for public comment. The following people spoke:

On Basic Health Care for immigrants: Father Donald MacKinnon, GRIP; Jeff O.; Janet Marshall Wilson, Mental Health Consumer Concerns, Inc.; Linda Salinas, resident of CCC; Carolina Garcia on behalf of Pablo Cardenas Jr., CCISCO; Teresa Flores, Executive Board member of CCISCO; Andres Soto, Concilio Latino; Antonio Medranos, West County School Board; Lee Lawrence, American Civil Liberties Union; Roberto Reyes, Concord Clinic; Tanir Ami, Community Clinic Consortium; Charles Rachis, resident of CCC; Mariana Moore, Contractors' Alliance of Contra Costa; Valerie Jameson, Macehvalli; Rudeen Monte, Sutter Delta Medical Center; Angel G. Luevano, League of United Latin American Citizens; Argentina Davila-Luevano, League of United Latin American Citizens; Maria Alegria, for Richmond Vision. **On the University of California Cooperative Extension (UCCE):** Al Courchesne, BALT and Frog Hollow Farm, Agricultural Extension program; Peggy Hauk, Ph.D, UCCE; Steve Nation, UCCE; Janet Caprile, Vice Chair, County Agricultural Task Force; Bethallyn Black, manager of urban horticultural program; Jodi Cassell, UCCE Sea Grant marine advisor; Mark Maggiore, Maggiore and Sons; Robert Whalen, 4-H volunteer; Mary Louise Williams, Master Gardener Program; Harriett Burt, Master Gardener Program; Patrick McKenzie, MidValley Ag Service, Inc.; John Veitch, Contra Costa Farm Bureau; Thomas Brumleve, Cattlemen's Association; John Viano, resident of CCC.

General: Rollie Katz, Public Employees' Union Local 1

Written material provided by the following: Robert Whalen: (brochures from UCCE) Robert J. and Jeanne M. Lewis, resident of Moraga (letter) Alice E. Schofield, Master Gardener (letter) Art Hatchett, Co-chair, Richmond Vision (letter) Robert Taylor, Mayor, City of Brentwood (letter) Lee Helena, Mt. Diablo Chapter, American Civil Liberties Union of Northern California (letter); Teresa Flores (copy of letter from Gene Rogers, M.D. dated 3-17-09); Karen Luckhurst, Briones 4H Club (letter) Jeff O.: (comments, list of related information resources, and DVD "Illegal Immigration Crisis-Correlation to Budget Crisis) Fidela Cardenas, comments; Juana Sanches, comments; Isaac Menashe, California Immigrant Policy Center, comments; Maria Diaz, comments; Eneyda Rivera, comments; Blanca Collin, comments.

Chair Bonilla invited Sheriff-Coroner Warren Rupff to comment.

Sheriff Rupf noted that there is little that can be done about declining property values and the resulting loss of revenue to the County, and encouraged the Board to consider all sources of savings and revenue.

Mr. Twa said that in regard to the use of reserves that, in addition to the Board's policy decision limiting the use of reserves, there is little available and the County Administrator's Office would not recommend its use.

Supervisor Uilkema said she believes the Board needs to move forward today although she expects to revisit the budget many times in the future due to shifts and refinements in reductions and possible revenues.

Supervisor Piepho requested the support of the Board in amending today's action to continue funding the Cooperative Extension program through June 30, 2009, to provide the program time to seek alternative funding.

Chair Bonilla said that the budget is an ongoing process. She said that it was important to recognize there is a crisis in regard to the hospital and clinic system and that it was questionable whether that system was sustainable. She requested direction be added to today's actions to perform a sustainability audit.

ATTACHMENTS

Attachment A - Beilenson Notice

Attachment B - Line Item Changes

March 2, 2009

NOTICE OF PUBLIC HEARING

The Board of Supervisors of the County of Contra Costa will conduct a PUBLIC HEARING pursuant to Health and Safety Code Section 1442.5, on the elimination of and/or reductions in the level of medical services provided by the County, and/or the closing of County health facilities. The hearing will be held at the following time and place:

March 17, 2009
9:30 a.m.

Board of Supervisors Chambers
Room 107, Administration Building
651 Pine Street
Martinez, CA 94553

At the hearing, the Contra Costa County Board of Supervisors will consider the impact on the health care needs of the County's indigents of the implementation of the changes set forth in the attached notice.

The Board does not consider all of the program changes in the attached notice to be within the required coverage of Health and Safety Code Section 1442.5. Its scheduling of this Hearing, giving this Notice of Public Hearing, the holding of a Hearing, and the making of any findings, shall not be construed as an admission by the County of Contra Costa, or the Board of Supervisors, that any of the actions included in the attached notice are subject to the hearing provisions of Health and Safety Code Section 1442.5.

**CONTRA COSTA COUNTY
HEALTH SERVICES DEPARTMENT**

**BEILENSON NOTICE
FISCAL YEAR 2009/10**

1. Reduce Public Health Laboratory Services
(Item No. 28 on HSD Budget Reduction List)

The Public Health Laboratory supports Public Health programs and provides specimen laboratory services for the Contra Costa Regional Medical Center and Health Centers. The Public Health Laboratory also provides lab services for non-county operated hospitals in Contra Costa County.

Site: Countywide

Nature of Reduction: Eliminate one Public Health Microbiologist.

Staff reductions: 1.0 Full Time Equivalent (FTE)
Public Health Microbiologist

Patient services affected: The elimination of one Public Health Microbiologist will increase the time needed to test lab specimens, including but not limited to HIV and hepatitis testing. Also, test results will not be as quickly available to patients or providers.

Expected annual savings: \$116,218

2. Reduce Communicable Disease Tuberculosis (TB) Program Services
(Item No. 29 of HSD Budget Reduction List)

The Tuberculosis (TB) program conducts investigations, follows up on potentially active TB cases, provides direct observational therapy to active TB cases to ensure compliance with treatment, and provides nurse case management to patients with TB.

Sites:

Concord Health Center
3052 Willow Pass Road
Concord

Martinez Health Center
2500 Alhambra Avenue
Martinez

Antioch Health Center
3505 Lone Tree Way
Antioch

Bay Point Family Health Center
215 Pacifica Avenue
Bay Point

Brentwood Health Center
171 Sand Creek Road, Suite A
Brentwood

Pittsburg Health Center
2311 Loveridge Road
Pittsburg

North Richmond Center for Health
1501 3rd Street
North Richmond

Richmond Health Center
100 38th Street
Richmond

Nature of reduction: Eliminate one Disease Intervention Technician.

Staff reductions: 1.0 FTE Disease Intervention Technician

Patient services affected:	There are two Disease Intervention Technicians (DIT) who provide TB education to patients, schedule appointments, transport patients to and from medical appointments, and provide clerical support to the medical providers at the TB clinics. The loss of one DIT is a 50% reduction in these services.
Expected annual savings:	\$97,248

3. Reduce Children's Oral Health Program
(Item Nos. 20 and 21 of HSD Budget Reduction List)

The Children's Oral Health Program works in collaboration with dental health professionals and numerous community partners, such as community-based organizations, churches and schools, to provide preventive dental services to children in low-income areas of the County and to connect children to needed dental services.

Site:	Countywide (by three mobile vans)
Nature of change:	Eliminate one part-time Register Dental Assistant (RDA) and reduce the work schedules of two (2) RDA's to coincide with the school year schedule.
Staff reduction:	.8 FTE Register Dental Assistant Reduce the work schedules of two (2) RDA's from 12 months per year to the approximately 9 month school year.
Patient services affected:	These staff reductions will result in reduced care coordination and referrals for approximately 125 low-income families with children with oral health-related issues.
Expected annual savings:	\$89,524

4. Reduce Public Health Clinic Services

(Item Nos. 33, 34 and 36 of HSD Budget Reduction List)

The Public Health (PH) Clinic Services program provides public health-related services to residents of Contra Costa County through its school-based mobile clinics and at the County Health Centers. Those public health-related services include, but are not limited to, immunizations, sexually-transmitted disease testing, tracking, and education, and family planning services. Program staff also provide language translation services, conduct health interviews, and make home visits to new mothers and their babies to provide health assessments and health education.

Site:	Countywide (and see #2 for a list of the County Health Centers)
Nature of change:	Reduce support staff in the PH Clinics and for the Public Health Nurses who conduct home visits. Eliminate the Women's Health appointment telephone line.
Staff Reductions:	2.0 FTE Community Health Worker II Project .5 FTE Senior Clerk – retiree 1.0 FTE Registered Nurse
Patient services affected:	Approximately 800 individuals will not receive language translation services. The loss of support staff at the Public Health Clinics will result in longer wait times for patients.
Expected annual savings:	\$255,300

5. Reduce TeenAge Program (TAP)
 (Item Nos. 22, 23, and 24 of HSD Budget Reduction List)

The TeenAge Program (TAP) provides health education programs in high school classrooms that are focused on responsible decision-making, substance abuse prevention, tobacco use prevention, reproductive health, drinking/driving risks, and communication skills. TAP also works to increase access to health care services for youth throughout the County and partners with Public Health Clinic Services to provide school-based health care services. TAP also provides technical assistance and training to teachers, school district administrators, and adults who serve youths.

Site:	Countywide
Nature of change:	Reduce the number of health education presentations at high schools, at juvenile detention facilities, to pregnant teens, and to at-risk youths. Reduce services to students needing assistance accessing health care services. Reduce the number of youth who participate in youth development programs.
Staff reductions:	1.0 FTE Health Education Specialist Project 1.0 FTE Senior Health Education Specialist Project .2 FTE Temporary Administrative Intern
Patient services affected	Approximately 500 youths will not receive preventive public health services.
Expected annual savings:	\$209,775

6. Cancel Ten Professional Services Contracts—Involving Eleven Physicians
(Item No. 17 of HSD Budget Reduction List)

Most specialty and sub-specialty physician care at the Contra Costa Regional Medical Center (CCRMC) and the County Health Centers is provided by independent contract physicians.

Sites: Contra Costa Regional Medical Center (CCRMC)
2500 Alhambra Avenue
Martinez

Concord Health Center
3052 Willow Pass Road
Concord

Martinez Health Center
2500 Alhambra Avenue
Martinez

Antioch Health Center
3505 Lone Tree Way
Antioch

Bay Point Family Health Center
215 Pacifica Avenue
Bay Point

Brentwood Health Center
171 Sand Creek Road, Suite A
Brentwood

Pittsburg Health Center
2311 Loveridge Road
Pittsburg

North Richmond Center for Health
1501 3rd Street
North Richmond

Richmond Health Center
100 38th Street
Richmond

Nature of change:	<p>Cancel the following professional services contracts:</p> <ul style="list-style-type: none">(a) One anesthesiologist(b) Two general surgeons(c) One specialty internist(d) One neurosurgeon(e) One specialty gynecologist(f) Two psychiatrists(g) One neurologist(h) One contract with one vascular surgeon and one thoracic surgeon.
Staff reductions:	<p>Eleven physicians under contract with the County will be eliminated. No County-employed physicians will be eliminated.</p>
Patient services affected:	<p>This action will reduce the number of physicians available to provide certain specialty services for patients in need. Each specialty will be affected differently, as noted below. However, this action will generally limit access to specialty care and will result in delays for patients at CCRMC and the Health Centers.</p> <ul style="list-style-type: none">(a) Anesthesia services will remain the same, but the Anesthesia Department will have fewer scheduling options.(b) General surgery services will remain the same in scope, but it will take longer to provide elective surgery services to patients.(c) Cancellation of the specialty internist contract will reduce the availability of cardiac ECHOs and will decrease the availability of some internal medicine specialty clinics. A portion of the lost services will be replaced by County-employed physicians.(d) Neurosurgical services will no longer be provided. Patients needing these services will be transferred to other medical facilities.(e) Certain specialty gynecological services (uro-gynecological reconstructions) will no longer be provided. Patients needing these services will be transferred to other medical facilities.

ATTACHMENT A

- (f) The system capacity for psychiatric consultation services will be reduced by the cancellation of the two psychiatrist contracts. A portion of the lost services will be replaced by County-employed physicians and other contract physicians.
- (g) The availability of neurology services will be reduced. The remaining physicians will have more work to do that will require more time to complete.
- (h) Vascular surgery services and thoracic surgery services will no longer be provided. Patients needing these services will be transferred to other medical facilities.

Expected annual savings: \$1,000,000

7. Change the Eligibility Standards for the Basic Health Care (BHC) Program to Make Undocumented Adult Aliens Ineligible for Non-Emergency Health Care Services

(Item No. 16 of HSD Budget Reduction List)

The County's indigent health care program is called the Basic Health Care (BHC) Program. The BHC Program provides health care services to low income and indigent residents of Contra Costa County who are not eligible for any other health insurance program. Under the current terms of the BHC Program, approximately 5,500 undocumented adult aliens are eligible users of the County health care system. [Note: Medi-Cal provides coverage to certain undocumented aliens for pregnancy and emergency services and these services will continue without interruption.]

Site: Countywide

Nature of change: Remove undocumented adult (age 19 and older) aliens from the BHC Program.

Staff reductions: None

Patient services affected: Approximately 5,500 undocumented adult aliens would no longer be eligible for the BHC Program. Undocumented adult aliens would no longer be eligible to receive non-emergency outpatient and inpatient medical services from the County's health care system at little or no cost, in accordance with the terms of the BHC Program. Emergency health care services would be unaffected by this change and would continue to be provided.

Non-emergency medical services include case management services, outpatient and specialty clinic services, general acute care inpatient services, lab & X-ray services, medical supplies and durable medical equipment, optometry exams, pharmacy services and formulary drugs, outpatient physician and nurse practitioner visit services, podiatry services, prosthetics/orthotics, speech therapy, physical therapy, occupational therapy, and non-emergency medical transportation.

Expected annual savings: \$6,000,000
By rendering undocumented adult aliens ineligible for the BHC Program, additional capacity would become available for Medi-Cal patients and members of the Contra Costa Health Plan.

8. Eliminate Inmate Health Care Services at the West County Detention Facility

(Item No. 15 on HSD Budget Reduction List)

A comprehensive system of on-site, non-emergency health care services is currently provided to the male and female inmates of the County's West County Detention Facility (WCDF). The WCDF houses approximately 800 inmates, including approximately 200 women. A comprehensive system of on-site, non-emergency health care services is also provided at the Martinez Detention Facility (MDF) for its inmates. Under this proposal, WCDF inmates who require non-emergency health care services would be transferred to the MDF for housing, where health care services would remain available. If emergency care is needed, WCDF inmates would continue to be transferred to a hospital emergency room via emergency medical transportation. As a result of this change, approximately 300 to 350 inmates at the WCDF who currently need health care services would be transferred to the MDF.

Site:	West County Detention Facility 5555 Giant Highway Richmond
Nature of change:	Eliminate inmate health care services at the West County Detention Facility.
Staff reductions:	1.0 FTE Charge Nurse 6.3 FTE Registered Nurse 3.8 FTE Licensed Vocational Nurse 4.1 FTE Registry Nurse 2.0 FTE Mental Health Clinical Specialist 1.0 FTE Clerk 0.8 FTE contract physician
Patient services affected:	WCDF inmates would no longer receive non-emergency health care services at the WCDF. Instead, WCDF inmates who need health care services would be transferred to the MDF. The following types of inmates would no longer be housed at the WCDF: pregnant women; inmates needing treatment for alcohol or mental health problems; inmates with insulin dependent diabetes or brittle hypertension; inmates needing dressing changes, neurological, blood pressure, or blood glucose checks; inmates needing regular medical evaluations; and inmates needing dental services, diagnostic services (such as lab or X-ray), pharmacy services, or any treatment for any non-emergency medical condition.
Expected annual savings:	\$2,600,000

2009-2010

GENERAL FUND**LINE ITEM CHANGES
APPROPRIATIONS / REVENUES****Budget Unit Name & Number: General Fund Departments (Fund 100300)**

Org No.	Object/ Account	Description	Proposed Budget Amount	Change	Final Budget Amount	Notes
2505	1011	Permanent Salaries	9,650,186	577,947	10,228,133	
2535	1011	Permanent Salaries	2,584,231	175,982	2,760,213	
2805	1011	Permanent Salaries	1,708,082	1,333,971	3,042,053	
3340	1011	Permanent Salaries	3,630,311	149,928	3,780,239	
5101	1011	Permanent Salaries	5,444,872	5,718,564	11,163,436	
5214	1011	Permanent Salaries	1,402,409	-95,916	1,306,493	
5330	1011	Permanent Salaries	4,018,987	-32,184	3,986,803	
5336	1011	Permanent Salaries	13,754,906	-263,244	13,491,662	
5452	1011	Permanent Salaries	19,886,334	-67,272	19,819,062	
2501	1013	Temporary Salaries	275,000	-35,998	239,002	
2805	1013	Temporary Salaries	495,164	-165,684	329,480	
2505	1014	Permanent Overtime	2,400,000	-50,000	2,350,000	
5101	1015	Deferred Comp	67,980	-4,140	63,840	
5214	1015	Deferred Comp	900	-24	876	
5330	1015	Deferred Comp	10,380	-12	10,368	
5336	1015	Deferred Comp	15,420	-48	15,372	
5452	1015	Deferred Comp	24,420	-12	24,408	
1103	1042	FICA/Medicare	32,538	384	32,922	
2505	1042	FICA/Medicare	89,476	11,246	100,722	
2535	1042	FICA/Medicare	38,981	3,749	42,730	
2805	1042	FICA/Medicare	268,069	-95,336	172,733	
3340	1042	FICA/Medicare	302,689	-11,472	291,217	
5101	1042	FICA/Medicare	841,663	-22,654	819,009	
5214	1042	FICA/Medicare	107,302	-7,332	99,970	
5330	1042	FICA/Medicare	306,562	-2,460	304,102	
5336	1042	FICA/Medicare	1,052,343	-20,148	1,032,195	
5452	1042	FICA/Medicare	1,521,212	-5,148	1,516,064	
2505	1044	Retirement Expense	5,991,686	201,722	6,193,408	
2535	1044	Retirement Expense	1,827,962	67,241	1,895,203	
2805	1044	Retirement Expense	1,228,532	-497,035	731,497	
3340	1044	Retirement Expense	1,153,783	-43,104	1,110,679	
5101	1044	Retirement Expense	3,554,121	-93,360	3,460,761	
5214	1044	Retirement Expense	415,909	-30,036	385,873	
5330	1044	Retirement Expense	1,211,105	-9,216	1,201,889	
5336	1044	Retirement Expense	4,057,735	-79,356	3,978,379	
5452	1044	Retirement Expense	5,928,820	-20,052	5,908,768	
2505	1060	Employee Group Insurance	1,145,442	45,223	1,190,665	

2009-2010

GENERAL FUND**LINE ITEM CHANGES
APPROPRIATIONS / REVENUES****Budget Unit Name & Number: General Fund Departments (Fund 100300)**

Org No.	Object/ Account	Description	Proposed Budget Amount	Change	Final Budget Amount	Notes
2535	1060	Employee Group Insurance	416,405	15,074	431,479	
2805	1060	Employee Group Insurance	434,339	-154,893	279,446	
3340	1060	Employee Group Insurance	746,340	-47,904	698,436	
5101	1060	Employee Group Insurance	1,786,602	-40,128	1,746,474	
5214	1060	Employee Group Insurance	255,672	-28,128	227,544	
5330	1060	Employee Group Insurance	817,416	-11,976	805,440	
5336	1060	Employee Group Insurance	2,902,236	-47,904	2,854,332	
5452	1060	Employee Group Insurance	3,749,325	-16,152	3,733,173	
1103	1063	Unemployment Insurance	1,331	-84	1,247	
2505	1063	Unemployment Insurance	27,751	1,030	28,781	
2535	1063	Unemployment Insurance	8,749	343	9,092	
2805	1063	Unemployment Insurance	12,161	-4,645	7,516	
3340	1063	Unemployment Insurance	11,489	-456	11,033	
5101	1063	Unemployment Insurance	33,265	-924	32,341	
5214	1063	Unemployment Insurance	4,059	-288	3,771	
5330	1063	Unemployment Insurance	11,770	-96	11,674	
5336	1063	Unemployment Insurance	39,671	-756	38,915	
5452	1063	Unemployment Insurance	57,388	-192	57,196	
1103	1070	Workers Comp Insurance	4,913	-300	4,613	
2505	1070	Workers Comp Insurance	518,763	4,831	523,594	
2535	1070	Workers Comp Insurance	162,314	1,610	163,924	
2805	1070	Workers Comp Insurance	42,813	-16,378	26,435	
3340	1070	Workers Comp Insurance	199,457	-7,560	191,897	
5101	1070	Workers Comp Insurance	509,735	-14,112	495,623	
5214	1070	Workers Comp Insurance	59,497	-4,272	55,225	
5330	1070	Workers Comp Insurance	178,926	-1,428	177,498	
5336	1070	Workers Comp Insurance	585,393	-11,712	573,681	
5452	1070	Workers Comp Insurance	878,076	-2,988	875,088	
0015	2100	Office Expense	40,160	-8,124	32,036	
1000	2100	Office Expense	6,192	747	6,939	
1151	2100	Office Expense	0	1,706	1,706	
1151	2103	Postage	0	500	500	
0630	2110	Communications	0	1,850	1,850	
1151	2110	Communications	0	656	656	
0630	2111	Telephone Exchange Service	0	9,288	9,288	
1151	2111	Telephone Exchange Service	0	1,238	1,238	
5101	2131	Minor Furniture/Equipment	75,000	250,000	325,000	

2009-2010

GENERAL FUND**LINE ITEM CHANGES
APPROPRIATIONS / REVENUES**Budget Unit Name & Number: **General Fund Departments (Fund 100300)**

Org No.	Object/ Account	Description	Proposed Budget Amount	Change	Final Budget Amount	Notes
2578	2150	Food	1,100,000	-300,000	800,000	
2580	2150	Food	1,100,000	-300,000	800,000	
0630	2262	Building Occupancy	0	70,889	70,889	
4334	2262	Building Occupancy	70,889	-70,889	0	
1000	2303	Other Travel Employees	13,855	-747	13,108	
0359	2310	Non Cnty Prof/Spclzd Svcs	600,000	-400,000	200,000	
1151	2310	Non Cnty Prof/Spclzd Svcs	0	21,100	21,100	
1200	2310	Non Cnty Prof/Spclzd Svcs	550,610	-27,265	523,345	
2500	2310	Non Cnty Prof/Spclzd Svcs	200,000	-20,000	180,000	
5452	2310	Non Cnty Prof/Spclzd Svcs	1,445,536	-268,440	1,177,096	
0630	2315	Data Processing Services	0	438	438	
0630	2326	Information Security Charges	0	189	189	
0630	2335	Other Telecom Charges	0	500	500	
1151	2340	Other Intrdptmntl Charges	0	1,200	1,200	
5220	2340	Other Intrdptmntl Charges	0	2,500,000	2,500,000	
1200	2467	Training & Registrations	5,000	-2	4,998	
1151	2477	Ed Supplies and Courses	0	3,600	3,600	
5700	2490	Misc Services & Supplies	-2,600,000	2,600,000	0	
5273	3313	County Aid Basic	16,487,766	1,755,192	18,242,958	
0465	3570	Contribution to Enterprise Fund	50,992,839	-2,600,000	48,392,839	
5101	5022	Intrafund-Trans-Services	-29,858,776	492,394	-29,366,382	
5220	5022	Intrafund-Trans-Services	8,957,633	-147,718	8,809,915	
5330	5022	Intrafund-Trans-Services	8,957,631	-147,718	8,809,913	
5452	5022	Intrafund-Trans-Services	-2,671,615	-196,958	-2,868,573	
		TOTAL EXPENDITURES	1,178,814,419	9,467,952	1,188,282,371	
3340	9070	Animal Licenses	623,121	39,432	662,553	
1200	9122	Franchise-Landfill Surcharge	15,002	-2	15,000	
5307	9258	Admin State - Other	662,916	130,230	793,146	
5316	9258	Admin State - Other	9,007,839	15,288	9,023,127	
5220	9263	State Aid Realignmnt-Sales Tax	10,824,692	2,305,345	13,130,037	
5330	9263	State Aid Realignmnt-Sales Tax	4,971,704	-2,305,345	2,666,359	
5307	9281	Admin - State Health Misc	951,837	71,607	1,023,444	
5336	9281	Admin - State Health Misc	39,406,400	1,475,250	40,881,650	
1151	9435	Miscellaneous State Aid	0	15,000	15,000	
2805	9446	St Aid - Public Safety Svcs	10,018,608	400,000	10,418,608	

2009-2010

GENERAL FUND**LINE ITEM CHANGES
APPROPRIATIONS / REVENUES**Budget Unit Name & Number: **General Fund Departments (Fund 100300)**

Org No.	Object/ Account	Description	Proposed Budget Amount	Change	Final Budget Amount	Notes
5316	9465	Admin Federal - Other	12,494,574	20,352	12,514,926	
5452	9465	Admin Federal - Other	49,763,738	2,803,727	52,567,465	
5273	9569	Other Federal Aid	3,781,364	4,505,192	8,286,556	
0015	9607	Comm for Tax & Assess Coll	2,097,124	-8,124	2,089,000	
TOTAL REVENUE			1,178,814,419	9,467,952	1,188,282,371	
TOTAL NET COUNTY COST			0	0	0	

Explanation: These line-item changes are necessary to align the Recommended Budget with the placeholder (Proposed) budget adopted by the Board on March 17, 2009.

2009-2010

FUND 112000
CONSERVATION & DEVELOPMENT

LINE ITEM CHANGES
 APPROPRIATIONS / REVENUES

 Budget Unit Name & Number: Conservation & Development (0280)

Org No.	Object/ Account	Description	Proposed Budget Amount	Change	Final Budget Amount	Notes
2606	1011	Permanent Salaries	1,845,045	-269,471	1,575,574	
2657	3611	Interfund Exp - Gov/Gov	0	50,000	50,000	
		TOTAL EXPENDITURES	37,112,309	-219,471	36,892,838	
2606	9660	Planning & Engineering Svcs	3,000,000	-269,471	2,730,529	
2657	9877	Administrative Services	0	50,000	50,000	
		TOTAL REVENUE	30,112,309	-219,471	29,892,838	
		TOTAL NET FUND COST	7,000,000	0	7,000,000	

Explanation: These line-item changes are necessary to align the Recommended Budget with the placeholder (Proposed) budget adopted by the Board on March 17, 2009.

2009-2010

**FUND 113000
DA ENVIRON/OSHA**

**LINE ITEM CHANGES
APPROPRIATIONS / REVENUES**

Budget Unit Name & Number: DA ENVIRON/OSHA (0251)

Org No.	Object/ Account	Description	Proposed Budget Amount	Change	Final Budget Amount	Notes
0251	2310	Non Cnty Prof/Spclzd Svcs	37,754	-37,754	0	
0251	2340	Other Intrdptmntl Charges	200,000	-200,000	0	
0251	2479	Other Special Dept Exp	1,464,421	-1,464,421	0	
0251	5011	Reimbursements-Gov/Gov	335,500	24,500	360,000	
		TOTAL EXPENDITURES	2,037,675	-1,677,675	360,000	
		TOTAL NET FUND COST	2,037,675	-1,677,675	360,000	

Explanation: These line-item changes are necessary to align the Recommended Budget with the placeholder (Proposed) budget adopted by the Board on March 17, 2009.

2009-2010

FUND 113400
CCC DEPT OF CHILD SUPPORT SERVICES

LINE ITEM CHANGES
APPROPRIATIONS / REVENUES

Budget Unit Name & Number: CCC Dept of Child Support Services (0249)

Org No.	Object/ Account	Description	Proposed Budget Amount	Change	Final Budget Amount	Notes
1780	1013	Temporary Salaries	241,024	448,307	689,331	
1790	2100	Office Expense	3,763	-2,332	1,431	
1790	2132	Minor Computer Equipment	20,700	483	21,183	
		TOTAL EXPENDITURES	18,443,725	446,458	18,890,183	
1780	9553	Fed Aid Family Support	17,870,997	448,307	18,319,304	
1790	9553	Fed Aid Family Support	572,728	-1,849	570,879	
		TOTAL REVENUE	18,443,725	446,458	18,890,183	
		TOTAL NET FUND COST	0	0	0	

Explanation: These line-item changes are necessary to align the Recommended Budget with the placeholder (Proposed) budget adopted by the Board on March 17, 2009.

2009-2010

FUND 115600
DNA IDENTIFICATION FUND

LINE ITEM CHANGES
APPROPRIATIONS / REVENUES

Budget Unit Name & Number: DNA Identification Fund (0275)

Org No.	Object/ Account	Description	Proposed Budget Amount	Change	Final Budget Amount	Notes
0275	2100	Office Expense	432,596	-146,444	286,152	
0275	2479	Other Special Departmental Exp	344,796	-344,796	0	
		TOTAL EXPENDITURES	777,392	-491,240	286,152	
0275	9175	Misc Forfeits & Penalties	182,325	103,827	286,152	
		TOTAL REVENUE	182,325	103,827	286,152	
		TOTAL NET FUND COST	595,067	-595,067	0	

Explanation: These line-item changes are necessary to align the Recommended Budget with the placeholder (Proposed) budget adopted by the Board on March 17, 2009.

2009-2010

FUND 145000
HEALTH SERVICES - HOSPITAL ENTERPRISE

LINE ITEM CHANGES
APPROPRIATIONS / REVENUES

Budget Unit Name & Number: Health Services - Hospital Enterprise (0540)

Org No.	Object/ Account	Description	Proposed Budget Amount	Change	Final Budget Amount	Notes
6200	2889	Other Expenses	-12,788,282	-2,600,000	-15,388,282	
		TOTAL EXPENDITURES	343,857,688	-2,600,000	341,257,688	
6200	8381	Hospital Subsidy	47,319,745	-2,600,000	44,719,745	
		TOTAL REVENUE	343,857,688	-2,600,000	341,257,688	
		TOTAL NET FUND COST	0	0	0	

Explanation: These line-item changes are necessary to align the Recommended Budget with the placeholder (Proposed) budget adopted by the Board on March 17, 2009.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 31, 2009

Subject: ADOPT TR No. 2009/4288 to limit parking on Kingswood Circle

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2009/4288 to prohibit parking between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Circle (Private Road) beginning at the eastern curb line of Kingswood Drive (Private Road) and extending east, north and west in a circle to connect again with the eastern curb line of Kingswood Drive, a distance of 1100 feet, Blackhawk area. (District III)

FISCAL IMPACT:

None.

BACKGROUND:

Requested by the Blackhawk Home Owners' Association to control student drop off and pick up.

CONSEQUENCE OF NEGATIVE ACTION:

Unable to use local authorities' powers to enforce the California Vehicle Code.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Mark Atherton,
925-313-2258

cc:

ATTACHMENTS

2009/4288-PrivKingswdCir

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on March 31, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2009/4288

Supervisory District III

SUBJECT: Establish limited parking on both sides of Kingswood Circle (Private Road),
Blackhawk area.

The Contra Costa Board of Supervisors RESOLVES that:

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

Pursuant to Section 21107.7 and 22507 of the California Vehicle Code declaring parking to be prohibited between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Circle (Private Road) beginning at the eastern curb line of Kingswood Drive (Private Road) and extending east, north and west in a circle to connect again with the eastern curb line of Kingswood Drive, a distance of 1100 feet, Blackhawk area.

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

MA:tr
G:\transeng\2009\BO-TR\4288-PrivKingswdCir.docx

Orig. Dept.: Public Works (Traffic)
Contact: Jerry Fahy (313-2276)
cc: California Highway Patrol
Sheriff's Department
Blackhawk H.O.A.

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

By _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 31, 2009

Subject: Adopt TR No. 2009/4284-No Parking Blackhawk Drive/Rescind TR No. 2002/3998

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2009/4284 to prohibit parking at all times (red curb) on both sides of Blackhawk Drive (Private Road) beginning at the northern curb line of Camino Tassajara (Road No. 4721C) and extending northerly a distance of 1500 feet, Blackhawk area, and RESCIND Traffic Resolution No. 2002/3998. (District III)

FISCAL IMPACT:

None.

BACKGROUND:

Requested by the Blackhawk Home Owners' Association to control student drop off and pick up.

CONSEQUENCE OF NEGATIVE ACTION:

Unable to use local authorities' powers to enforce the California Vehicle Code.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Mark Atherton,
925-313-2258

cc:

ATTACHMENTS

TR # 2009/4284

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on March 31, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2009/4284

Supervisory District III

SUBJECT: Prohibit parking at all times (red curb) on both sides of Blackhawk Drive (Private Road), Blackhawk area.

The Contra Costa Board of Supervisors RESOLVES that:

Based on the recommendations by the County Public Works Department's Transportation Engineering Division, and pursuant to County Ordinance Code Sections 46-2.002 - 46-2.012, the following traffic regulation is established (and other action taken as indicated):

Pursuant to Section 21107.7 and 22507 of the California Vehicle Code declaring parking to be prohibited at all times (red curb) on both sides of Blackhawk Drive (Private Road) beginning at the northern curb line of Camino Tassajara (Road No. 4721C) and extending northerly a distance of 1500 feet, Blackhawk area.

Traffic Resolution No. 2002/3998 pertaining to parking on Blackhawk Drive is hereby rescinded.

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

MA:tr
G:\transeng\2009\BO-TR\4284-PrivBlkHwk.docx

Orig. Dept.: Public Works (Traffic)
Contact: Jerry Fahy (313-2276)
cc: California Highway Patrol
Sheriff's Department
Blackhawk H.O.A.

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

By _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 31, 2009

Subject: ADOPT TR No. 2009/4286 limited parking on Kingswood Lane

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2009/4286 to prohibit parking between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Lane (Private Road) beginning at the northern curb line of Kingswood Drive (Private Road) and extending northeasterly to its terminus a distance of 1875 feet, Blackhawk area. (District III)

FISCAL IMPACT:

None.

BACKGROUND:

Requested by the Blackhawk Home Owners' Association to control student drop off and pick up.

CONSEQUENCE OF NEGATIVE ACTION:

Unable to use local authorities' powers to enforce the California Vehicle Code.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Mark Atherton,
925-313-2258

cc:

ATTACHMENTS

TR # 2009/4286

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on March 31, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2009/4286

Supervisory District III

SUBJECT: Establish limited parking on both sides of Kingswood Lane (Private Road),
Blackhawk area.

The Contra Costa Board of Supervisors RESOLVES that:

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

Pursuant to Section 21107.7 and 22507 of the California Vehicle Code declaring parking to be prohibited between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Lane (Private Road) beginning at the northern curb line of Kingswood Drive (Private Road) and extending northeasterly to its terminus a distance of 1875 feet, Blackhawk area.

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

MA:tr
G:\transeng\2009\BO-TR\4286-PrivKingswdLn.docx

Orig. Dept.: Public Works (Traffic)
Contact: Jerry Fahy (313-2276)
cc: California Highway Patrol
Sheriff's Department
Blackhawk H.O.A.

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

By _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 31, 2009

Subject: ADOPT TR No. 2009/4287 to limit parking on Kingswood Place

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2009/4287 to prohibit parking between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Place (Private Road) beginning at the western curb line of Kingswood Lane (Private Road) and extending west and north to its terminus a distance of 485 feet, Blackhawk area. (District III)

FISCAL IMPACT:

None

BACKGROUND:

Requested by the Blackhawk Home Owners' Association to control student drop off and pick up.

CONSEQUENCE OF NEGATIVE ACTION:

Unable to use local authorities' powers to enforce the California Vehicle Code.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Mark Atherton,
925-313-2258

cc:

ATTACHMENTS

TR 3 2009/4287

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on March 31, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN: TRAFFIC RESOLUTION NO. 2009/4287
Supervisory District III

SUBJECT: Establish limited parking on both sides of Kingswood Place (Private Road),
Blackhawk area.

The Contra Costa Board of Supervisors RESOLVES that:

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

Pursuant to Section 21107.7 and 22507 of the California Vehicle Code declaring parking to be prohibited between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Place (Private Road) beginning at the western curb line of Kingswood Lane (Private Road) and extending west and north to its terminus a distance of 485 feet, Blackhawk area.

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

MA:tr
G:\transeng\2009\BO-TR\4287-PrivKingswdPl.docx

Orig. Dept.: Public Works (Traffic)
Contact: Jerry Fahy (313-2276)
cc: California Highway Patrol
Sheriff's Department
Blackhawk H.O.A.

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

By _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 31, 2009

Subject: ADOPT TR No. 2009/4289 to limit parking on Kingswood Ct.

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2009/4289 to prohibit parking between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Court (Private Road) beginning at the eastern curb line of Kingswood Circle (Private Road) and extending east to its terminus, a distance of 180 feet, Blackhawk area. (District III)

FISCAL IMPACT:

None.

BACKGROUND:

Requested by the Blackhawk Home Owners' Association to control student drop off and pick up.

CONSEQUENCE OF NEGATIVE ACTION:

Unable to use local authorities' powers to enforce California Vehicle Code.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Mark Atherton,
925-313-2258

cc:

ATTACHMENTS

2009/4289_PrivKingswdCt

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on March 31, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2009/4289

Supervisory District III

SUBJECT: Establish limited parking on both sides of Kingswood Court (Private Road),
Blackhawk area.

The Contra Costa Board of Supervisors RESOLVES that:

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

Pursuant to Section 21107.7 and 22507 of the California Vehicle Code declaring parking to be prohibited between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Court (Private Road) beginning at the eastern curb line of Kingswood Circle (Private Road) and extending east to its terminus, a distance of 180 feet, Blackhawk area.

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

MA:tr
G:\transeng\2009\BO-TR\4289-PrivKingswdCt.docx

Orig. Dept.: Public Works (Traffic)
Contact: Jerry Fahy (313-2276)
cc: California Highway Patrol
Sheriff's Department
Blackhawk H.O.A.

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

By _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 31, 2009

Subject: ADOPT Traffic Resolution No. 2009/4285 prohibit parking Kingswood Dr.

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2009/4285 to prohibit parking from 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Drive (Private Road) beginning at the eastern curb line of Blackhawk Drive (Private Road) and extending northeasterly to the west curb line of Kingswood Lane (Private Road) a distance of 1130 feet, Blackhawk area. (District III)

FISCAL IMPACT:

None.

BACKGROUND:

Requested by the Blackhawk Home Owners' Association to control student drop off and pick up.

CONSEQUENCE OF NEGATIVE ACTION:

Unable to use local authorities' powers to enforce the California Vehicle Code.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Mark Atherton,
925-313-2258

cc:

ATTACHMENTS

TR # 2009/4285

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on March 31, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2009/4285

Supervisory District III

SUBJECT: Establish limited parking on both sides of Kingswood Drive (Private Road),
Blackhawk area.

The Contra Costa Board of Supervisors RESOLVES that:

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

Pursuant to Section 21107.7 and 22507 of the California Vehicle Code declaring parking to be prohibited from 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM Monday through Friday (Permits Excepted) on both sides of Kingswood Drive (Private Road) beginning at the eastern curb line of Blackhawk Drive (Private Road) and extending northeasterly to the west curb line of Kingswood Lane (Private Road) a distance of 1130 feet, Blackhawk area.

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

MA:tr
G:\transeng\2009\BO-TR\4285-PrivKingswdDr.docx

Orig. Dept.: Public Works (Traffic)
Contact: Jerry Fahy (313-2276)
cc: California Highway Patrol
Sheriff's Department
Blackhawk H.O.A.

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

By _____, Deputy



Contra
Costa
County

To: Board of Supervisors

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

Date: March 31, 2009

Subject: Approval of Amendment No. 1 to Cooperative Agreement No. 4-1885-C for the SR4 Bypass Project No.: 4660-6X4414

RECOMMENDATION(S):

ADOPT Resolution No. 2009/111 approving and authorizing the Chair, Board of Supervisors, to execute the first amendment to the cooperative agreement among the State Route 4 Bypass Authority, State of California, County of Contra Costa, City of Antioch, City of Brentwood, and the City of Oakley, to extend the termination date and revise the indemnification articles of the agreement, effective December 30, 2008 through December 31, 2010, East County area.

FISCAL IMPACT:

None.

BACKGROUND:

In May of 2005, the State Route 4 (SR4) Bypass Authority (Authority) entered into a Cooperative Agreement No. 4-1885-C with Caltrans that outlined how Segments 1 and 3, inside and outside of the state highway right of way, would be designed and constructed, as well as financed. The agreement also includes discussion of utility encroachments and the relinquishment process for existing SR4 by the local agencies, as well

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

Contact: Steve Kowalewski,
925-313-2225

By: Emy L. Sharp, Deputy

cc:

BACKGROUND: (CONT'D)

as the steps required for the transfer of the Bypass roadway and right of way corridor to Caltrans.

The purpose of this Amendment No. 1 is to extend the termination date and revise the indemnification articles of the Agreement. An extension is needed because the construction of Segment 3 is expected to extend into 2009. Additionally, extra time will be required for the transfer, relinquishment and other pending right of way issues with respect to the project after the Segment 3 construction is completed. The indemnification articles (Articles 40, 41 and 42, Section III, of the original Agreement) need to be revised to reflect the current approved versions. This Amendment No. 1 to the Cooperative Agreement will extend the termination date effective December 30, 2008 through December 31, 2010.

CONSEQUENCE OF NEGATIVE ACTION:

Additional time will not be allowed for the transfer, relinquishment and other pending right of way issues with respect to the project after the Segment 3 construction is completed. The indemnification articles will not be revised.

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

Resolution No. 2009/111

Amendment No.1 to Cooperative Agreement 4-1885-C

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

Adopted this Resolution on 03/31/2009 by the following vote:

AYES: ☐
NOES: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2009/111

Approval of Amendment No. 1 to Cooperative Agreement No. 4-1885-C for the SR4 Bypass

WHEREAS, the State Route 4 Bypass Authority ("Authority") was created by the County of Contra Costa, City of Brentwood, and City of Antioch on February 28, 1989, through a Joint Exercise of Powers Agreement (JPA) as a public entity to perform project approval and environmental documentation (PA&ED) for the construction of a new local road, approximately 20 kilometers (12.4 miles) in length, which will serve as a SR4 Bypass; and

WHEREAS, seven amendments to the original JPA were executed between October 23, 1990, and September 28, 1999, that extended Authority's term to January 1, 2015, and expanded Authority's function and role beyond PA&ED to also include design, right of way, construction, and route transfer activities and added the City of Oakley as a fourth party to the original JPA; and

WHEREAS, it is intended that the SR4 Bypass will be adopted into the State Highway System when complete and that existing SR4 between the new SR4 Bypass connections will be relinquished to the respective local jurisdictions on the date when the SR4 Bypass is adopted except for a portion of existing SR4 that will be redesignated as SR 160; and

WHEREAS, the SR4 Bypass is defined as the four (4) following segments:

- Segment 1A (246541) is a freeway-to-freeway connector that lies entirely within existing State right of way on existing SR4 in the City of Antioch, east of the Hillcrest Avenue Overcrossing. Segment 1A was constructed by Authority pursuant to the terms and conditions of a companion Agreement, No. 4-1884 (Document No. 015848), executed on June 24, 2004;

Contact: Steve Kowalewski, 925-313-2225

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

ATTESTED: March 31, 2009

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

By: , Deputy

cc:

- Segment 1B (246551) will be a new closed access (freeway) facility connecting to existing SR4 in the City of Antioch, east of Hillcrest Avenue Overcrossing and traversing a new alignment to Lone Tree Way in the City of Brentwood (six lanes from existing SR4 to the Laurel Road Interchange and four-lanes from the Laurel Road Interchange to 650 meters north of Lone Tree Way, thence two lanes to Lone Tree Way);

- Segment 2, from Lone Tree Way south to Balfour Road in the City of Brentwood, has been constructed as a two-lane expressway and is open to traffic; and

- Segment 3 (246531) has been constructed from Balfour Road south to Marsh Creek Road as a two-lane Expressway, then along Marsh Creek Road (East-West Connector) as a two-lane conventional highway, connecting to existing SR4 (Byron Highway); and

WHEREAS, Authority, State and local jurisdictions of Antioch, Oakley, Brentwood and Contra Costa County have cooperated in project development of the SR 4 Bypass through State providing design and construction oversight for successive segments of SR4 Bypass; and

WHEREAS, Authority is willing to fund one hundred percent (100%) of all capital outlay and staffing costs for the four segments of the SR4 Bypass as defined above, including the cost of State oversight/engineering services as discussed in Section I, Articles 23, 28, 30 and 31 of Cooperative Agreement No. 4-1885-C; and

WHEREAS, future phases of the SR4 Bypass could be funded with a combination of funds including developer fees, Measure J funds, state funds and federal funds; and

WHEREAS, the terms and conditions under which SR4 Bypass are to be developed, designed, constructed, financed, opened to traffic, and maintained, and also outline the conditions for the opening and transfer of the SR4 Bypass and the contemporaneous relinquishment of the bypassed portions of existing SR4 (except for that portion of existing SR4 redesignated as SR 160) are defined in Cooperative Agreement No. 4-1885-C; and

WHEREAS, the parties now desire to amend the agreement to extend the termination date to December 31, 2010 and revise the indemnification articles; and

NOW, THEREFORE, BE IT RESOLVED, the Board approves the first amendment to Cooperative Agreement No. 4-1885-C between the State Route 4 Bypass Authority, State of California, County of Contra Costa, City of Antioch, City of Brentwood, and the City of Oakley and authorizes the Chair, Board of Supervisors, to execute the amendment to the cooperative agreement.

04-CC-4-KP R47.7/R67.8
Route 4 Bypass Project
04275-246541 – Segment 1A
04275-246551 – Segment 1B
04275-246521 – Segment 2
04275-246531 – Segment 3
District Agreement No. 4-1885-A1

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON December 30, 2008, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

STATE ROUTE 4 BYPASS AUTHORITY, a California Joint Powers Agency, referred to herein as "AUTHORITY"; and

COUNTY OF CONTRA COSTA, a political subdivision of the State of California, referred to herein as "CC"; and

CITY OF ANTIOCH, a body politic and a municipal corporation of the State of California, referred to herein as "CA"; and

CITY OF BRENTWOOD, a body politic and a municipal corporation of the State of California, referred to herein as "CB"; and

CITY OF OAKLEY, a body politic and a municipal corporation of the State of California, referred to herein as "CO".

RECITALS

1. The parties hereto entered into Cooperative Agreement No. 4-1885-C (Document No. 016018) on May 24, 2005, defining the terms and conditions of a highway improvement project consisting of the construction of a new local road, approximately 12.4 miles in length and passing through the county and city jurisdictions of CC, CA, and CB. The new road, referred to as SR4 Bypass, will be adopted into the State Highway System when found acceptable by STATE. Simultaneously, a portion of the existing State Route 4 will be relinquished to CO, CB and CC. The Agreement terminates on December 31, 2008.
2. The purpose of this Amendment No. 1 is to extend the termination date and revise the indemnification articles of the Agreement. An extension is needed because the construction of SEGMENT 3 is expected to extend into 2009. Additionally, extra time will be required for the transfer, relinquishment and other pending right of way issues with respect to the project after the SEGMENT 3 construction is completed. The indemnification articles (Articles 40, 41 and 42, Section III, of the original Agreement) need to be revised to reflect the current approved versions.

IT IS THEREFORE MUTUALLY AGREED:

1. The termination date specified in Article 46, Section III, of the original Agreement shall now be December 31, 2010, instead of December 31, 2008.
2. Article 40, Section III, of the original Agreement is hereby replaced in its entirety to read as follows:

40. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY or LOCAL AGENCIES under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY or arising under this Agreement. It is understood and agreed that AUTHORITY or LOCAL AGENCIES will fully defend, indemnify and save harmless STATE and all their officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.

3. Article 41, Section III, of the original Agreement is hereby replaced in its entirety to read as follows:

41. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE or LOCAL AGENCIES, under or in connection with any work, authority, or jurisdiction conferred upon LOCAL AGENCIES or arising under this Agreement. It is understood and agreed that STATE or LOCAL AGENCIES will fully defend, indemnify and save harmless AUTHORITY and all their officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE or LOCAL AGENCIES under this Agreement.

4. Article 42, Section III, of the original Agreement is hereby replaced in its entirety to read as follows:

42. Neither LOCAL AGENCIES nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority, or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless LOCAL AGENCIES and all their officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability

occurring by reason of anything done or omitted to be done by
STATE under this Agreement.

5. The other terms and conditions of said Agreement (Document No. 016018) shall remain in full force and effect.
6. This Amendment No. 1 to Agreement is hereby deemed to be a part of Document No. 016018.

STATE OF CALIFORNIA
Department of Transportation

STATE ROUTE 4 BYPASS AUTHORITY

WILL KEMPTON
Director

By: _____
Deputy District Director

By: _____
Chairman

Certified as to funds:

Attest: Julie Bueren, Secretary

District Budget Manager

By: _____

Approved as to form:
Silvano B. Marchesi
County Counsel

By: _____
Deputy

COUNTY OF CONTRA COSTA

By: _____
Susan A. Bonnilla, Chair Board of
Supervisors

Attest: David Twa, County Administrator

By: _____

Approved as to form:
Silvano B. Marchesi
County Counsel

By: _____

CITY OF ANTIOCH

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

Attorney

CITY OF BRENTWOOD

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

Attorney

CITY OF OAKLEY

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

Attorney



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 31, 2009

Subject: APPROVE Project Contingency Fund Increase and execute Contract Change Order No.5

RECOMMENDATION(S):

APPROVE the 2008 Byron Highway Overlay project contingency fund increase of \$48,000.00 for a new contingency fund amount of \$166,957.60 effective March 31, 2009, and APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Contract Change Order No.5 with Teichert Construction, effective March 31, 2009, in an amount not to exceed \$69,500.00, to a new payment limit of \$1,453,755.74 for increased cost of base failure repair, traffic control, and asphalt concrete price index fluctuation, Byron area. (88% State Surface Treatment Program, 12% Local Road Funds)

FISCAL IMPACT:

The project contingency funds are currently insufficient to cover the increased cost. The increase in contingency funds will be funded by 88% State Surface Treatment Program and 12% Local Road Funds.

BACKGROUND:

Additional funding is required to increase the contract contingency amount to pay the contractor for additional costs incurred for base failure repair, traffic control, and asphalt concrete price index fluctuation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Kevin Emigh, 313-2233

cc: Janet Dowling, Kathy Guruwaya, Paulette Denison, Carol Raynolds

CONSEQUENCE OF NEGATIVE ACTION:

The lack of approval would prevent successful completion of this contract and preclude payment to the contractor for the required work.



**Contra
Costa
County**

To: Board of Supervisors

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

Date: March 31, 2009

Subject: CSA Amendment: Ove Arup & Partners Calif, Ltd. for the Iron Horse Trail Pedestrian Overcrossing, Contra Costa Centre area. Project #0662-6R4078

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Amendment No. 6 to the consulting services agreement with Ove Arup and Partners California, Ltd. (ARUP) effective March 31, 2009, to increase the payment limit by \$100,000 to a new payment limit of \$1,250,990 with no change to the contract dates, to provide construction and bid support services for the Iron Horse Trail Pedestrian Overcrossing at Treat Boulevard, Contra Costa Centre area.

FISCAL IMPACT:

There is no impact to the County General Fund. This contract amendment allows for an additional \$100,000 above the previously approved contract for \$1,150,990, to be funded by Redevelopment funds (100%).

BACKGROUND:

On June 10, 2003, the Board approved the design of the pedestrian overcrossing at Treat Boulevard. This project provides for pedestrian and bicycle safety when crossing the heavily trafficked Treat Boulevard. The bridge will also link discontinuous sections of the Iron

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Emy L. Sharp, Deputy

Contact: Jason Chen
925-313-2299

BACKGROUND: (CONT'D)

Horse Trail.

Arup is the designer of the Iron Horse Trail Pedestrian Overcrossing and has supplied the County with final plans, specifications, and estimate for the project. During the construction phase of the project, Arup will be asked to provide construction support services, including but not limited to, consultation and interpretation of the contract documents, assisting the County in preparing addenda or contract change orders to the plans and specifications, providing written response to contractor Request for Information, attending construction meetings, and reviewing shop drawings, and mock-ups.

This amendment provides for the following:

- a. Construction support services.
- b. Update rate schedule in Apppendix B to allow for the personnel changes in Appendix C.
- c. Update key personnel and subconsultant list in Appendix C.

CONSEQUENCE OF NEGATIVE ACTION:

If the amendment is not approved, the consultant cannot be paid for the additional required work and the construction of this project may be delayed.



**Contra
Costa
County**

To: Board of Supervisors

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

Date: March 31, 2009

Subject: DETERMINE that the Driftwood Drive Bike Lanes project is a California Environmental Quality Act (CEQA) Class 3d Categorical Exemption project WO 1025

RECOMMENDATION(S):

DETERMINE that the Driftwood Drive Bike Lanes project is a California Environmental Quality Act (CEQA) Class 3d Categorical Exemption, and

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

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

APPROVE the project, and AUTHORIZE the Public Works Director, or designee, to advertise the project.

FISCAL IMPACT:

There is no impact to the County General Fund. The estimated project cost is \$280,000 and will be funded 70% Transportation Development Act and 30% Local Road funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Kimani Birden,
313-2190

cc:

BACKGROUND:

The purpose of this project is to provide a continuous bikeway connection to existing bike lanes on Evora Road and Pacifica Avenue, in Bay Point, which will improve access to schools, shopping centers, and the Delta de Anza Regional Trail.

The project consists of replacing approximately 24 inlet grates with bicycle-proof grates and installing signs and striping for bicycle lanes on existing pavement in each direction of traffic on Evora Road (approximately 5 foot wide by 4,300 linear feet on each side; approx. a total of 8,600 linear feet).

The project consists of construction of limited small new structures, pursuant to CEQA Guidelines (15303 Class 3d). The project will not result in the removal of any scenic resource.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project will result in a delay of design and construction of needed facility upgrades

ATTACHMENTS

Driftwood Drive Bike Lane CEQA

**Contra
Costa
County**

**PUBLIC WORKS DEPARTMENT
INITIAL STUDY OF
ENVIRONMENTAL SIGNIFICANCE**

PROJECT # WO #1025
CP# 09-08

PROJECT NAME: Driftwood Drive Bike Lanes (Bay Point)

PREPARED BY: Kimani Birden *KB*

DATE: February 9, 2009

APPROVED BY: TANNER HUMISTON *[Signature]*

DATE: 24 Feb 09

RECOMMENDATIONS:

☒ Categorical Exemption (***Class 3 d***)

☐ Negative Declaration

☐ Environmental Impact Report Required

☐ Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of the installation of new facilities, pursuant to CEQA Guidelines (15303 Class 3d). The project will not result in the removal of any scenic resource.

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

USGS Quad Sheet: *Honker Bay*

Base Map Sheet #: *E-16*

Parcel #: *N/A*

GENERAL CONSIDERATIONS:

1. Location: The project is located in unincorporated community of Bay Point in East Contra Costa County; along both sides of Driftwood Drive from Evora Road to Pacifica Avenue (*Figs. 1-3*).

2. Project Description: Driftwood Drive is the main access point for residents of several neighborhoods, connecting homes with Evora Road and Highway 4. The project will provide a continuous bikeway connection to existing bike lanes on Evora Road and Pacifica Avenue, which will improve access to schools, shopping centers, and the Delta de Anza Regional Trail.

The project consists of replacing approximately 24 inlet grates with bicycle-proof grates and installing signs & striping for bicycle lanes on existing pavement in each direction of traffic on Evora Road (*approximately 5 foot wide by 4,300 linear feet on each side; approx. a total of 8,600 linear feet*).

Since the project will utilize existing pavement, roadway excavation and pavement widening will not be necessary. Utilities will not need to be adjusted. At least one lane of traffic will be open at all times during construction activities.

Real property transactions, including right-of-way acquisition, may be necessary in support of this project. Emergency vehicle access will be allowed at all times. Tree branches and shrubbery may need trimming throughout the project. No tree removal will be necessary.

3. Does it appear that any feature of the project will generate significant public concern?

☐ yes ☒ **NO** ☐ maybe (Nature of concern):

4. Will the project require approval or permits by other than a County agency?

☐ yes ☒ **NO** (Agency Name/s):

5. Is the project within the Sphere of Influence of any city? Yes; Pittsburg

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

CONTRA COSTA COUNTY DEPARTMENT OF CONSERVATION AND DEVELOPMENT
651 PINE STREET 2ND FLOOR NORTH WING MARTINEZ, CALIFORNIA 94553

Telephone: (925) 313-2190

Contact Person: Kimani Birden - Public Works Dept.

Project Description, Common Name (if any) and Location: Driftwood Drive Bike Lanes (Bay Point)
County File: WO#1025, CP# 09-08

- 1. Project Location:** The project is located in unincorporated community of Bay Point in East Contra Costa County; along both sides of Driftwood Drive from Evora Road to Pacifica Avenue.
- 2. Project Description:** Driftwood Drive is the main access point for residents of several neighborhoods, connecting homes with Evora Road and Highway 4. The project will provide a continuous bikeway connection to existing bike lanes on Evora Road and Pacifica Avenue, which will improve access to schools, shopping centers, and the Delta de Anza Regional Trail.

The project consists of replacing approximately 24 inlet grates with bicycle-proof grates and installing signs & striping for bicycle lanes on existing pavement in each direction of traffic on Evora Road (*approximately 5 foot wide by 4,300 linear feet on each side; approx. a total of 8,600 linear feet*).

Since the project will utilize existing pavement, roadway excavation and pavement widening will not be necessary. Utilities will not need to be adjusted. At least one lane of traffic will be open at all times during construction activities.

Real property transactions, including right-of-way acquisition, may be necessary in support of this project. Emergency vehicle access will be allowed at all times. Tree branches and shrubbery may need trimming throughout the project. No tree removal will be necessary.

3. This project is exempt from **CEQA** as a:

- | | |
|---|--|
| <input type="checkbox"/> Ministerial Project (Sec. 15268) | <input checked="" type="checkbox"/> Categorical Exemption, <i>Class 3d</i> |
| <input type="checkbox"/> Declared Emergency (Sec. 15269(a)) | <input type="checkbox"/> Other Statutory Exemption, Section |
| <input type="checkbox"/> Emergency Project (Sec. 15269(b) or (c)) | <input type="checkbox"/> General Rule of Applicability |

for the following reason(s): The project consists of the installation of new facilities, pursuant to CEQA Guidelines (15303 Class 3d). The project will not result in the removal of any scenic resource.

Date: _____ By: _____
Community Development Department Representative

AFFIDAVIT OF FILING AND POSTING

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

Signature

Title

Applicant:

Public Works Department
255 Glacier Drive
Martinez, CA 94553

Attn: Kimani Birden
Environmental Section

Department of Fish and Game Fees Due

- ☐ EIR - \$2,768.25
☐ Neg. Dec. - \$1,993.00

- ☒ **County Clerk - \$50**
☒ **Community Development Dept. - \$25**

Total Due: \$ _____
Total Paid \$ _____

Receipt #:

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

CONTRA COSTA COUNTY DEPARTMENT OF CONSERVATION AND DEVELOPMENT
651 PINE STREET 2ND FLOOR NORTH WING MARTINEZ, CALIFORNIA 94553

Telephone: (925) 313-2190

Contact Person: Kimani Birden - Public Works Dept.

Project Description, Common Name (if any) and Location: Driftwood Drive Bike Lanes (Bay Point)
County File: WO#1025, CP# 09-08

1. **Project Location:** The project is located in unincorporated community of Bay Point in East Contra Costa County; along both sides of Driftwood Drive from Evora Road to Pacifica Avenue.
2. **Project Description:** Driftwood Drive is the main access point for residents of several neighborhoods, connecting homes with Evora Road and Highway 4. The project will provide a continuous bikeway connection to existing bike lanes on Evora Road and Pacifica Avenue, which will improve access to schools, shopping centers, and the Delta de Anza Regional Trail.

The project consists of replacing approximately 24 inlet grates with bicycle-proof grates and installing signs & striping for bicycle lanes on existing pavement in each direction of traffic on Evora Road (*approximately 5 foot wide by 4,300 linear feet on each side; approx. a total of 8,600 linear feet*).

Since the project will utilize existing pavement, roadway excavation and pavement widening will not be necessary. Utilities will not need to be adjusted. At least one lane of traffic will be open at all times during construction activities.

Real property transactions, including right-of-way acquisition, may be necessary in support of this project. Emergency vehicle access will be allowed at all times. Tree branches and shrubbery may need trimming throughout the project. No tree removal will be necessary.

3. This project is exempt from **CEQA** as a:

- | | |
|---|--|
| <input type="checkbox"/> Ministerial Project (Sec. 15268) | <input checked="" type="checkbox"/> Categorical Exemption, <i>Class 3d</i> |
| <input type="checkbox"/> Declared Emergency (Sec. 15269(a)) | <input type="checkbox"/> Other Statutory Exemption, Section |
| <input type="checkbox"/> Emergency Project (Sec. 15269(b) or (c)) | <input type="checkbox"/> General Rule of Applicability |

for the following reason(s): The project consists of the installation of new facilities, pursuant to CEQA Guidelines (15303 Class 3d). The project will not result in the removal of any scenic resource.

Date: _____ By: _____
Community Development Department Representative

AFFIDAVIT OF FILING AND POSTING

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

Signature

Title

Applicant:

Public Works Department
255 Glacier Drive
Martinez, CA 94553

Attn: **Kimani Birden**
Environmental Section

Department of Fish and Game Fees Due

- ☐ EIR - \$2,768.25
☐ Neg. Dec. - \$1,993.00

- ☒ **County Clerk - \$50**
☒ **Community Development Dept. - \$25**

Total Due: \$ _____
Total Paid \$ _____

Receipt #:

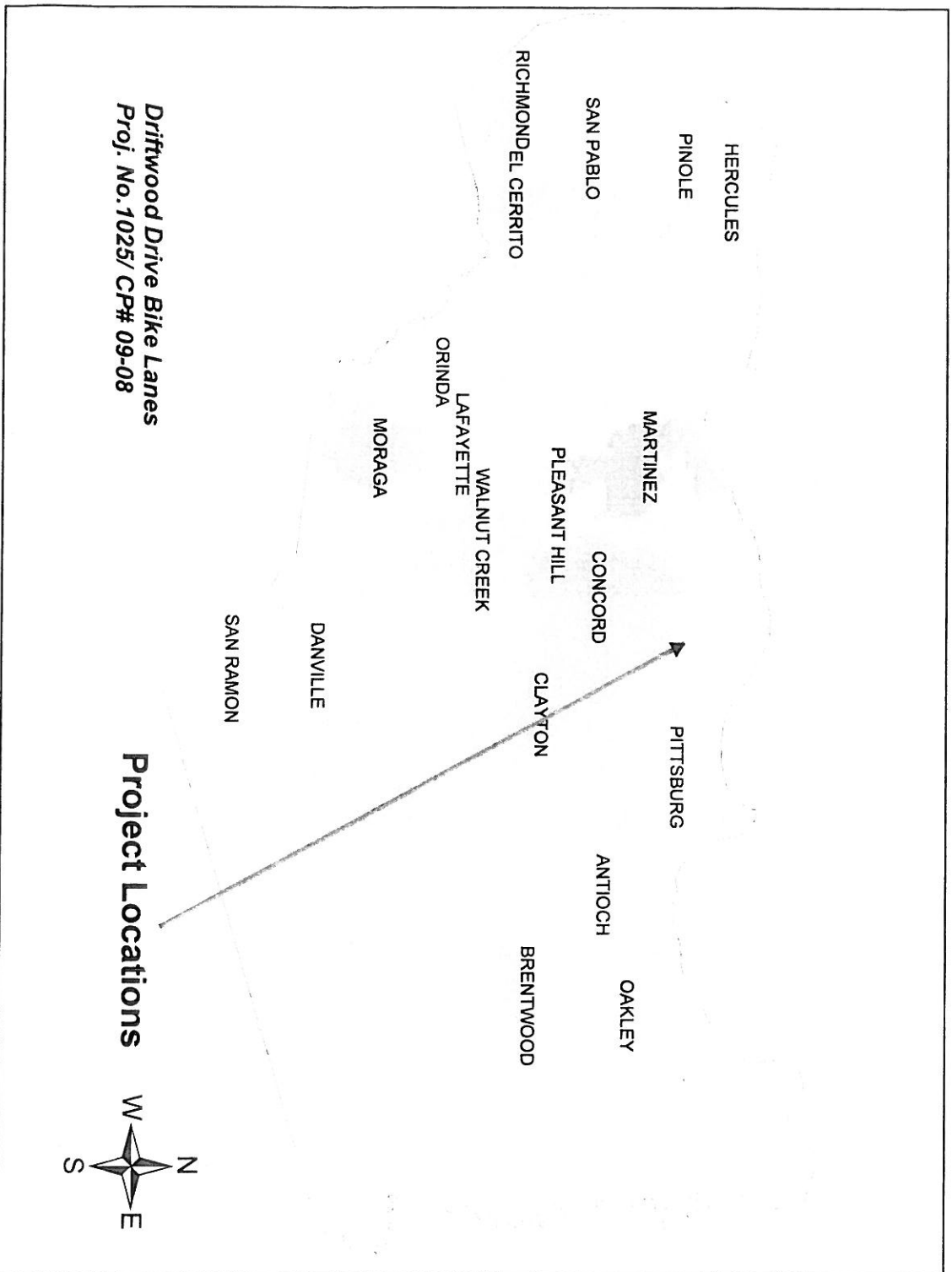


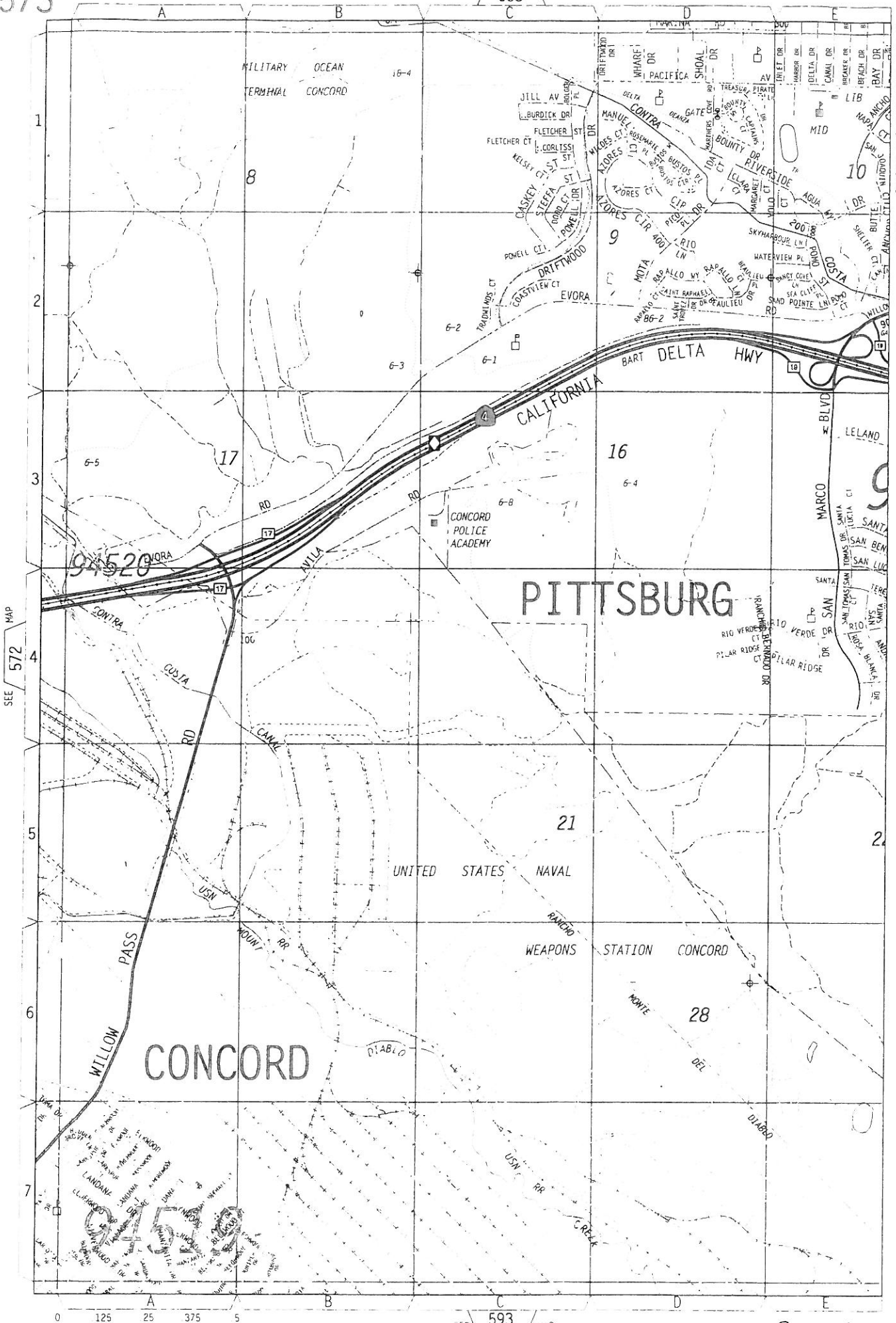
Figure 1

573

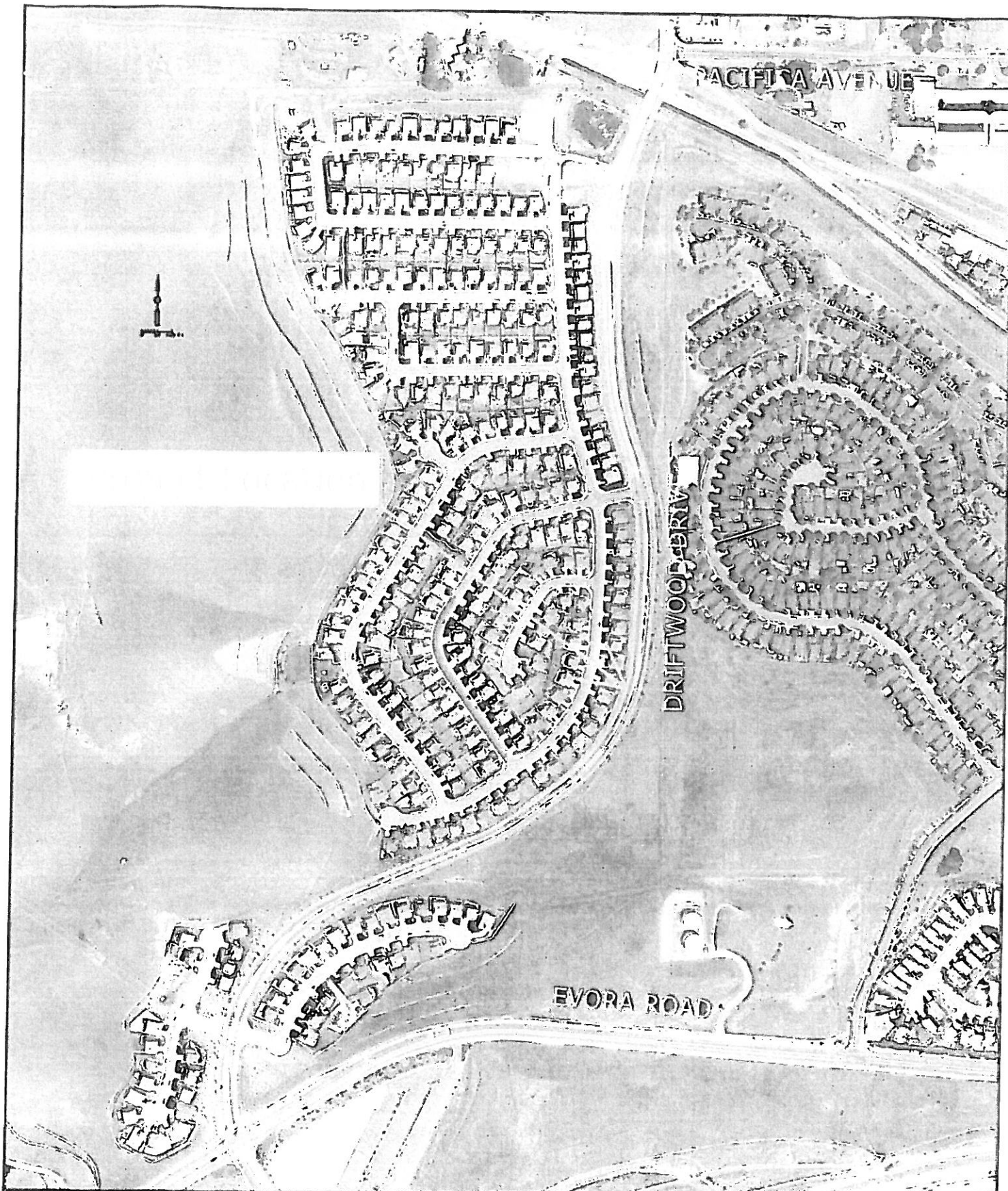
SEE 553 MAP

CONTRA COSTA

© 2007 Rand McNally & Company



Project Location



Contra Costa County
Public Works
Department

255 GLACIER DRIVE MARTINEZ, CALIFORNIA 94553 PH: (925) 313-2000 FAX: (925) 313-2333

PROJECT LOCATION MAP

DRIFTWOOD DRIVE BIKE LANES
FROM EVORA ROAD TO PACIFICA AVENUE

DB: RS

CB: MH

DATE: 19-NOV-2008

SHEET 1 OF 1



**Contra
Costa
County**

To: Board of Supervisors

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

Date: March 31, 2009

Subject: Determine that the Market Avenue Sidewalk Improvements project is a California Environmental Quality Act (CEQA) Class 3d Categorical Exemption

RECOMMENDATION(S):

DETERMINE that the Market Avenue Sidewalk Improvements (7th St. to Soto St.) project is a California Environmental Quality Act (CEQA) Class 3d Categorical Exemption, and

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

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

APPROVE the project, and AUTHORIZE the Public Works Director, or designee, to advertise the project.
Project No.: 0662-6R4116

FISCAL IMPACT:

There is no impact to the County General Fund. This project is funded by 55% Transportation Development Act and 45% Local Road Funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Trina Torres, 313-2176

cc:

BACKGROUND:

The purpose of this project is to provide a continuous pedestrian pathway to improve pedestrian safety along the north side of Market Ave., between 7th and Soto St., west of the Union Pacific Railroad crossing, in Richmond. Pedestrians currently utilize a rough and uneven terrain between 7th St. and Soto St., which makes it difficult for pedestrian travel.

The project consists of excavating soil (approximately 12 inches deep), removing existing curbs and gutters, installing Americans with Disabilities (ADA) curb ramps, curbs, gutters, and a concrete sidewalk (approximately 5 foot wide by 350 feet long), installing detectable warning surfaces, relocating/modifying existing drainage inlets, grinding, saw-cutting, and conforming portions of pavement, installing two concrete driveways to an existing business, installing signs, and adjusting existing utilities.

There is no possibility that the project may have a significant adverse effect on the environment. The project consists of construction of limited small new structures, pursuant to CEQA Guidelines (15303 Class 3d). The project will not result in the removal of any scenic resource.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project will result in a delay of design and construction of needed facility upgrades.

ATTACHMENTS

Market Avenue Sidewalk Imprvmt. CEQA documents

**Contra
Costa
County**

**PUBLIC WORKS DEPARTMENT
INITIAL STUDY OF
ENVIRONMENTAL SIGNIFICANCE**

PROJECT # WO 1031
CP# 09-06

PROJECT NAME: Market Avenue Sidewalk Improvements (7th St. to Soto St.), North Richmond area

PREPARED BY: Trina R. Torres *TR*

DATE: February 9, 2009

APPROVED BY: TANNER HUMISTON *JH*

DATE: 24 Feb 2009

RECOMMENDATIONS:

☒ Categorical Exemption [*Class 3(d)*]

☐ Negative Declaration

☐ Environmental Impact Report Required

☐ Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of construction of limited small new structures, pursuant to CEQA Guidelines (15303 Class 3d). The project will not result in the removal of any scenic resource.

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

USGS Quad Sheet: *Richmond*

Base Map Sheet #: *J-4*

Parcel #: *N/A*

GENERAL CONSIDERATIONS:

1. **Location:** The project is located in West Contra Costa County, in the unincorporated area of North Richmond, along the north side of Market Avenue (*Figs. 1-3*).
2. **Project Description:** The purpose of this project is to provide a pedestrian pathway to improve pedestrian safety along the north side of Market Ave., between 7th and Soto St., west of the Union Pacific Railroad crossing. Pedestrians currently utilize a rough and uneven terrain between 7th St. and Soto St., which makes it difficult for pedestrian travel.

The project consists of excavating soil (approximately 12 inches deep), removing existing curbs and gutters, installing Americans with Disabilities (ADA) curb ramps, curbs, gutters, and a concrete sidewalk (approximately 5 foot wide by 350 feet long), installing detectable warning surfaces, relocating/modifying existing drainage inlets, grinding, saw-cutting, and conforming portions of pavement, installing two concrete driveways to an existing business, installing signs, and adjusting existing utilities.

Since the area once housed shipping, railway, and petroleum industries, soil testing for contaminants will be completed prior to construction. Contract plans and specifications will require that any impacted soil be classified for disposal and transported to the appropriate landfill.

Real property transactions, including right-of-way acquisition, may be necessary in support of this project. At least one lane of traffic will be open at all times during construction activities. Emergency vehicle access will be allowed at all times. In order to minimize damage to any nearby trees, any roots exposed during excavation will be cut cleanly. Tree branches and shrubbery may need trimming throughout the project.

3. **Does it appear that any feature of the project will generate significant public concern?**
☐ yes ☒ no ☐ maybe

4. **Will the project require approval or permits by other than a County agency?**
☐ yes ☒ no

5. **Is the project within the Sphere of Influence of any city?** Richmond

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

CONTRA COSTA COUNTY DEPARTMENT OF CONSERVATION AND DEVELOPMENT
651 PINE STREET 2ND FLOOR NORTH WING MARTINEZ, CALIFORNIA 94553

Telephone: (925) 313-2176

Contact Person: Trina Torres - Public Works Dept.

Project Description, Common Name (if any) and Location: Market Avenue Sidewalk Improvements (7th St. to Soto St.), North Richmond area (WO 1031) County File: CP# 09-06

Project Description: The purpose of this project is to provide a pedestrian pathway to improve pedestrian safety along the north side of Market Ave., between 7th and Soto St., west of the Union Pacific Railroad crossing. Pedestrians currently utilize a rough and uneven terrain between 7th St. and Soto St., which makes it difficult for pedestrian travel.

The project consists of excavating soil (approximately 12 inches deep), removing existing curbs and gutters, installing Americans with Disabilities (ADA) curb ramps, curbs, gutters, and a concrete sidewalk (approximately 5 foot wide by 350 feet long), installing detectable warning surfaces, relocating/modifying existing drainage inlets, grinding, saw-cutting, and conforming portions of pavement, installing two concrete driveways to an existing business, installing signs, and adjusting existing utilities.

Since the area once housed shipping, railway, and petroleum industries, soil testing for contaminants will be completed prior to construction. Contract plans and specifications will require that any impacted soil be classified for disposal and transported to the appropriate landfill.

Real property transactions, including right-of-way acquisition, may be necessary in support of this project. At least one lane of traffic will be open at all times during construction activities. Emergency vehicle access will be allowed at all times. In order to minimize damage to any nearby trees, any roots exposed during excavation will be cut cleanly. Tree branches and shrubbery may need trimming throughout the project.

Project location: The project is located in West Contra Costa County, in the unincorporated area of North Richmond, along the north side of Market Avenue (7th Street to Soto Street).

This project is exempt from **CEQA** as a:

- | | |
|---|--|
| <input type="checkbox"/> Ministerial Project (Sec. 15268) | <input checked="" type="checkbox"/> Categorical Exemption, Class 3(d) |
| <input type="checkbox"/> Declared Emergency (Sec. 15269(a)) | <input type="checkbox"/> Other Statutory Exemption, Section |
| <input type="checkbox"/> Emergency Project (Sec. 15269(b) or (c)) | <input type="checkbox"/> General Rule of Applicability [Section 15061 (b) (3)] |

for the following reason(s): The project consists of construction of limited small new structures pursuant to CEQA Guidelines (15303 Class 3d). The project will not result in the removal of any scenic resource.

Date: _____ By: _____
Dept. of Conservation and Development Representative

AFFIDAVIT OF FILING AND POSTING

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

Signature

Title

Applicant:	Department of Fish and Game Fees Due	
Public Works Department 255 Glacier Drive Martinez, CA 94553 Attn: <u>Trina Torres</u> Environmental Section	<input type="checkbox"/> EIR - \$2,768. ²⁵ <input type="checkbox"/> Neg. Dec. - \$1,993. ⁰⁰ <input checked="" type="checkbox"/> County Clerk - \$50 <input checked="" type="checkbox"/> Department of Conservation and Development -\$25	Total Due: \$ 75.00 Total Paid \$ _____ Receipt #: _____

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

CONTRA COSTA COUNTY DEPARTMENT OF CONSERVATION AND DEVELOPMENT
651 PINE STREET 2ND FLOOR NORTH WING MARTINEZ, CALIFORNIA 94553

Telephone: (925) 313-2176

Contact Person: Trina Torres - Public Works Dept.

Project Description, Common Name (if any) and Location: Market Avenue Sidewalk Improvements (7th St. to Soto St.), North Richmond area (WO 1031) County File: CP# 09-06

Project Description: The purpose of this project is to provide a pedestrian pathway to improve pedestrian safety along the north side of Market Ave., between 7th and Soto St., west of the Union Pacific Railroad crossing. Pedestrians currently utilize a rough and uneven terrain between 7th St. and Soto St., which makes it difficult for pedestrian travel.

The project consists of excavating soil (approximately 12 inches deep), removing existing curbs and gutters, installing Americans with Disabilities (ADA) curb ramps, curbs, gutters, and a concrete sidewalk (approximately 5 foot wide by 350 feet long), installing detectable warning surfaces, relocating/modifying existing drainage inlets, grinding, saw-cutting, and conforming portions of pavement, installing two concrete driveways to an existing business, installing signs, and adjusting existing utilities.

Since the area once housed shipping, railway, and petroleum industries, soil testing for contaminants will be completed prior to construction. Contract plans and specifications will require that any impacted soil be classified for disposal and transported to the appropriate landfill.

Real property transactions, including right-of-way acquisition, may be necessary in support of this project. At least one lane of traffic will be open at all times during construction activities. Emergency vehicle access will be allowed at all times. In order to minimize damage to any nearby trees, any roots exposed during excavation will be cut cleanly. Tree branches and shrubbery may need trimming throughout the project.

Project location: The project is located in West Contra Costa County, in the unincorporated area of North Richmond, along the north side of Market Avenue (7th Street to Soto Street).

This project is exempt from **CEQA** as a:

- | | |
|---|--|
| <input type="checkbox"/> Ministerial Project (Sec. 15268) | <input checked="" type="checkbox"/> Categorical Exemption, Class 3(d) |
| <input type="checkbox"/> Declared Emergency (Sec. 15269(a)) | <input type="checkbox"/> Other Statutory Exemption, Section |
| <input type="checkbox"/> Emergency Project (Sec. 15269(b) or (c)) | <input type="checkbox"/> General Rule of Applicability [Section 15061 (b) (3)] |

for the following reason(s): The project consists of construction of limited small new structures pursuant to CEQA Guidelines (15303 Class 3d). The project will not result in the removal of any scenic resource.

Date: _____ By: _____
Dept. of Conservation and Development Representative

AFFIDAVIT OF FILING AND POSTING

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

Signature

Title

Applicant:	Department of Fish and Game Fees Due	
Public Works Department 255 Glacier Drive Martinez, CA 94553 Attn: <u>Trina Torres</u> Environmental Section	<input type="checkbox"/> EIR - \$2,768. ²⁵ <input type="checkbox"/> Neg. Dec. - \$1,993. ⁰⁰ <input checked="" type="checkbox"/> County Clerk - \$50 <input checked="" type="checkbox"/> Department of Conservation and Development -\$25	Total Due: \$ 75.00 Total Paid \$ _____ Receipt #: _____

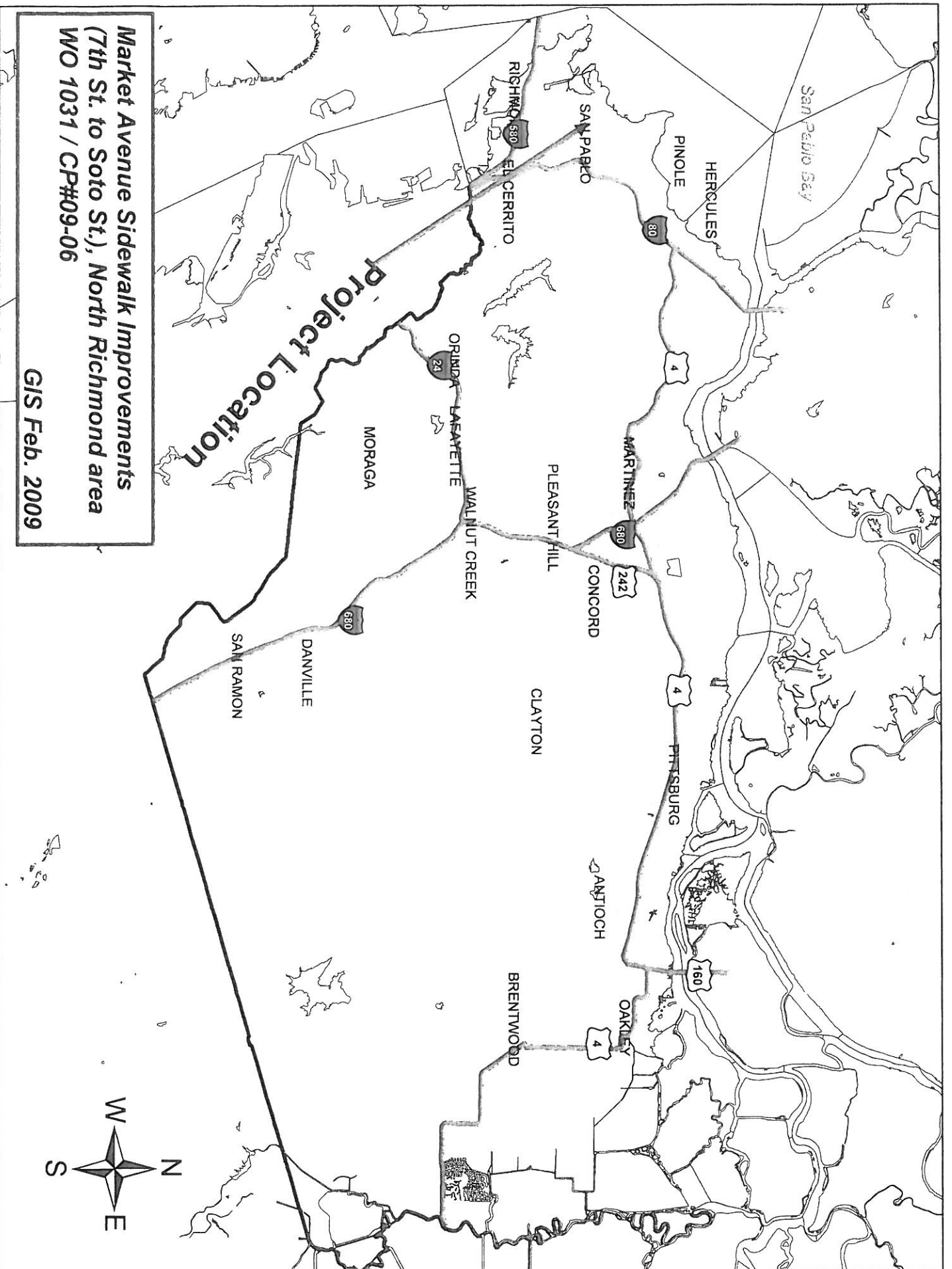


Figure 1

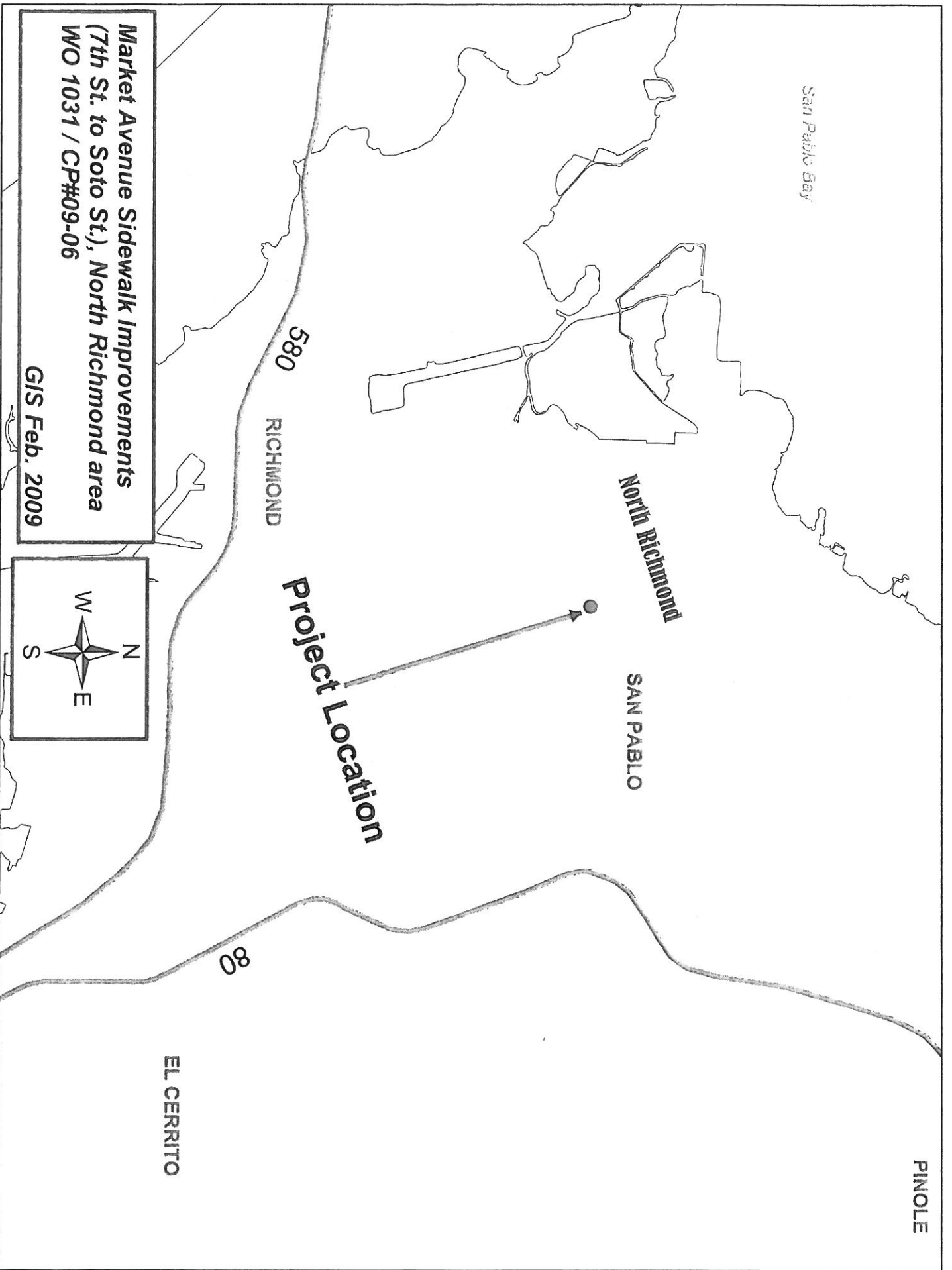


Figure 2



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 31, 2009

Subject: Prohibit parking on Hemme Ave. from 7am-12pm & 2pm-4pm on school days, Alamo

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2009/4283 to prohibit parking from 7AM to 12PM and 2PM to 4PM on school days on the north side of Hemme Avenue (Road No. 4337E), beginning at a point 310 feet west of the west curb line of Danville Boulevard (Road No. 5301A) and extending westerly a distance of 170 feet, Alamo area. (District III)

FISCAL IMPACT:

None.

BACKGROUND:

This action will adjust parking restrictions at the request of the Principal to control parking around the elementary school.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to use local authorities' powers to enforce the California Vehicle Code could affect safety issues around the school.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Mark Atherton,
925-313-2258

cc:

ATTACHMENTS

TR # 2009/4283

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on March 31, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN: TRAFFIC RESOLUTION NO. 2009/4283
Supervisory District III

SUBJECT: Prohibit parking at certain times on the north side of Hemme Avenue (Road No. 4337E), Alamo area.

The Contra Costa Board of Supervisors RESOLVES that:

Based on the recommendations by the County Public Works Department's Transportation Engineering Division and pursuant to County Ordinance Code Sections 46-2.002 - 46-2.012, the following traffic regulation is established (and other action taken as indicated):

Pursuant to Section 22507 of the California Vehicle Code declaring parking to be prohibited from 7 AM to 12PM and 2 PM to 4 PM on school days on the north side of Hemme Avenue (Road No. 4337E), beginning at a point 310 feet west of the west curb line of Danville Boulevard (Road No. 5301A) and extending westerly a distance of 170 feet, Alamo area.

Traffic Resolution No. 2006/4187 pertaining to parking on Hemme Avenue is hereby rescinded.

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

MSA:tr
G:\TransEng\2009\BO-TR\4283-4337E.docx

Orig. Dept.: Public Works (Traffic)
Contact: Jerry Fahy (313-2276)
cc: California Highway Patrol
Sheriff's Department

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

By _____, Deputy



Contra
Costa
County

To: Board of Supervisors

From: TWIC

Date: March 31, 2009

Subject: ACCEPT REPORT & APPROVE THE CCC FC&WC DISTRICT'S LONG-RANGE PLANNING PROCESS FOR REPLACING AGING INFRASTRUCTURE WITH NATURAL SYSTEMS

RECOMMENDATION(S):

A. ACCEPT the attached report from the Flood Control and Water Conservation District entitled "The 50 Year Plan: From Channels to Creeks". B. APPROVE the Flood Control and Water Conservation District's long-range planning process for replacing aging infrastructure with natural systems as outlined in the attached report.

FISCAL IMPACT:

No impact to the General Fund. This is a report on an approach for long-range planning of infrastructure replacement. Costs would be incurred once projects are identified and developed as a project cost.

BACKGROUND:

On April 9, 1999, Contra Costa County held its first Watershed Symposium. At that Symposium the Flood Control District outlined a vision to convert aging concrete and riprap lined channels into natural systems that safely convey the same flood waters. This conversion would be done through long-range planning for creek enhancement. Over the years this vision has been reviewed and refined. Attached is a paper prepared by Mitch Avalon in preparation for a conference.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: 03/31/2009



APPROVED AS
RECOMMENDED



OTHER

Clerks Notes:

See attached.

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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Mitch Avalon 313-2203

BACKGROUND: (CONT'D)

This was an opportunity for the Flood Control District to articulate the vision that has been reviewed and refined over the last 10 years.

This concept is being implemented in several watersheds throughout the County. For example, in the Pinole Creek Watershed the City of Pinole is ready to advertise a \$3 million grant funded project to restore the lower portion of the flood control channel. This was done after the community developed a Vision Plan for the watershed and a Greenway Master Plan for the Flood Control District portion of the creek. In addition, the community of Rodeo just completed a Vision Plan for their watershed and we are working on restoring a portion of Marsh Creek with the City of Oakley, to mention a couple of other examples.

Staff is recommending the Board accept the attached report and approve the Flood Control District's approach to replacing infrastructure with natural systems through long-range creek enhancement planning.

CONSEQUENCE OF NEGATIVE ACTION:

There would be no Board approval for the Flood Control District's approach to replacing aging infrastructure with natural systems.

CLERK'S ADDENDUM

Supervisor Piepho introduced the item, noting that the Board's Transportation Water Infrastructure Committee has two recommended changes to the language of the Board Order on the 50 year plan: (1) Direct the Chief Engineer of the Flood Control and Water Conservation District, to work with the Department of Conservation & Development in planning and implementation of the 50 year plan in unincorporated communities; and (2) related to the Flood Control, Direct the Chief Engineer of Flood Control & Water Conservation District to report to Transportation Water Infrastructure Committee on the implementation & Development of the 50 year plan as part of the Flood Control District's Capital Improvement Program review process. Additionally, Supervisor Piepho recommended making reference to the the impact to the 1% Ad Valorem Tax Rate in staff report Footnote 1, related to the Proposition 13 Act of 1978.

By unanimous vote the Board approved the item with these changes.

ATTACHMENTS

50 Year Plan

The 50 Year Plan

"From Channels to Creeks"

Contra Costa County Flood Control and Water Conservation District

March 2009

On April 9, 1999, Contra Costa County held its first Watershed Symposium. At that Symposium, we outlined a vision to convert our concrete and rip-rap lined channels into natural systems that safely convey the same flood waters. Over the years, this vision has been reviewed and refined. The purpose of this paper is to identify the benefits for the Flood Control District to convert its first generation infrastructure, consisting of concrete and rip-rap lined channels, to second generation facilities, consisting of natural creek systems, and the methods to achieve this. The vehicle to achieve this is long range planning for creek enhancement.

As with most Flood Control Districts, the Contra Costa County Flood Control and Water Conservation District was formed to provide flood protection infrastructure and improvements for a rapidly developing County. Our mandate at that time was defined as simply providing flood protection in the most economical manner. The County paid all right-of-way costs, which often resulted in relatively narrow concrete and rip-rap-lined channels. Today, however, communities desire a broader range of services. The citizens of our county still want flood protection, but they also want a healthy and natural looking eco-system in their drainage channels and creeks (while minimizing the amount on their tax bill for maintenance and new infrastructure costs). They want good water quality and a sustainable and rich plant and animal habitat in their creeks and watersheds. At the same time, our infrastructure is aging and will need to be replaced over the next several decades. Compounding our problem is a severe lack of funding. After passage of Proposition 13 in 1978, our tax revenue was reduced by 58%. We have been scrambling to perform our mission and maintain our existing infrastructure ever since. Planning for the capital replacement of an estimated \$500 million in infrastructure is daunting to say the least. To do this we need to take a long view and we need public support to plan and fund our infrastructure replacement.

Our existing major infrastructure has a remaining service life of 30 to 50 years. We need to embark now upon a planning process for long-range replacement of this essential infrastructure. The question for our communities is this; what type of infrastructure should it be replaced with? Should we simply rebuild our concrete or rip-rap channels, or should they be replaced with more natural systems of vegetation and riparian habitat in a manner that allows natural processes to maintain essential flood protection and water quality improvement functions, recreational and aesthetic values, as well as allowing flexibility to respond to climate change? Our experience indicates there will be much more support for replacing the existing infrastructure with natural systems. If we pose this question openly, then the answer becomes a community

design issue, resulting in community involvement, and ultimately community buy-in and support. This long-range process to develop a creek enhancement plan was termed the “50 year plan” simply to illustrate the long-range aspect of the process.

Historical Background

The Contra Costa County Flood Control and Water Conservation District (Flood Control District) was established in July of 1951. This was during the Age of Infrastructure. Americans had just returned from overseas where they had won World War II, in great part due to America’s resources, technology, and “Yankee know-how”. Americans were filled with optimism, a “can do” attitude, and the sense that any problem could be solved with technology and infrastructure. Contra Costa County, along with the rest of California, was growing and expanding. As the county developed, public policy required the construction of extensive infrastructure. The population in the Walnut Creek watershed increased from 53,000 to 250,000 between 1950 and 1966. The floods of 1955 and 1958 galvanized public support for flood control infrastructure throughout the county. The Flood Control District, in partnership with the the U.S. Army Corps of Engineers and the Department of Agriculture Soil Conservation Service, constructed improvements in the Walnut Creek, Marsh Creek, Pinole Creek, Rodeo Creek and other watersheds. Due to subsidies provided by the federal and state governments, the Flood Control District was able to construct these major regional flood control facilities at a local cost of approximately ten percent of the total project cost. The cities and the county supported the construction of infrastructure to meet the needs of the citizenry. At the time, however, we did not understand the environmental consequences of our infrastructure construction.

In the 1970’s we began to understand the effects of unbridled construction activities. We began to understand that many things are interrelated, and saw the need to analyze things from a system-wide perspective and not on an individual basis. Public sentiment began to shift towards being more sensitive to the environment. The National Environmental Policy Act, Clean Water Act, and the Endangered Species Act were all passed in the late 1960’s and 1970’s. Since then, these and other environmental policies and laws have been strengthened, and regulations established to enforce and monitor infrastructure construction and maintenance activities. Citizen action groups were formed in communities throughout the county to oppose the traditional approach to solving our infrastructure problems. These groups and evolving statutory requirements forced government agencies in the county to analyze the impact of construction activities on the environment. Over the last twenty-five years, these actions have defined the current public policy of providing infrastructure with environmental protection and preservation.

The New Mission and Our Challenge

The original mission of the Flood Control District was to provide flood control infrastructure. This mission was aligned with the public policy at the time, and the District was very successful in providing flood protection improvements for the residents of the county. To be aligned with today's public policy, however, the District's mission must be expanded to include habitat preservation and water quality in the course of providing flood protection.

Other critical issues will also have to be addressed including the significant reduction in financial assistance offered by the state and federal government for flood protection projects, and the means to accumulate and protect reserve funds to implement an infrastructure replacement plan. Flood risk is defined by topography and is not evenly distributed. Hurricane Katrina focused a national debate on the equity of subsidizing disaster recovery costs for property located in hazard prone areas. In California's current "pay as you go" public policy environment, it will be very challenging to enlist the financial support of property owners outside flood hazard areas to implement an overhaul of existing flood channels that seemingly benefit a minority of property owners.

Our customers, the cities, the county, the public, and other agencies, are operating within the same public policy framework that the District is. All public infrastructure has a limited service life, a period of time the infrastructure will perform its designed service with routine maintenance before it needs to be replaced. The question is how do we plan for the replacement of this critical infrastructure within today's public policy framework?

The Approach to Flood Control Issues

The Flood Control District's mission defines its approach to resolving flood control issues. The District's mission is consistent with current public policy and the mandate from the regulatory agencies to provide flood protection while preserving riparian habitat and maintaining water quality. The "flood control" issues of today are different from the flood control issues of the past. The issues of today are, for lack of a better term, "creek issues". Creek issues combine the concerns for flood protection, ecosystem preservation, and water quality. To resolve the issues we face today, we must approach them from a **multi-objective** perspective. We must identify the stakeholders involved in the issue, determine their interests and needs, and then provide alternatives that meet those needs and interests. The alternatives must be based on sound science to ensure that the creek system will provide all the functions necessary for the watershed.

Planning for creek issues requires **community-based planning**. This type of community planning will often transcend jurisdictional boundaries. Resolution of today's issues must go beyond the traditional focus of the "plumbing" of the watershed (i.e., the creeks), and extend to the watershed as a whole. The solutions of tomorrow must be **watershed-based and multi-objective**, or more accurately, the solutions of tomorrow must evolve from **community-based watershed planning**.

Creek Enhancement Planning

The Flood Control District has many miles of engineered, or historically termed "improved", channels that no longer have the natural features of the original creek. Funding will likely become available to restore some natural features to these channels. Some channels were designed for specific land uses that have changed over time and, if this trend continues, may become inadequate in the future. If some of these facilities become inadequate, should they be replaced with the same type of facility or replaced with a facility having the features of a natural creek? Should concrete lined channels be replaced with engineered creeks? Can flood control earthen channels be converted to "flood control creeks"? As our community's age and land uses change, we will have the opportunity through redevelopment to implement more natural flood protection facilities integrated in the new urban landscape.

The Flood Control District can develop Creek Enhancement Plans to, for example, plant trees in an earthen channel and still maintain flood protection, IF the drainage system is looked at from a watershed perspective, to offset the loss in capacity due to the trees planted in the channel. If the goal is to convert a flood control channel to a natural creek, then some Creek Enhancement Plans will need extremely long planning horizons of 50 years or more to achieve all of their objectives. Some plans may be as simple as providing a bypass pipe or an upstream detention basin or increased upstream infiltration to allow a creek section to be natural, while other plans may call for purchasing a row of houses in order to replace a concrete channel with a natural looking creek. These kinds of objectives are achievable and can be implemented without unreasonable disruption to a community if a long-range "50-year" creek enhancement plan is adopted. The Flood Control District will develop these plans if the citizens of our cities and the county are interested in a more natural environment in our flood protection facilities.

Flood Control District Benefits

There are several benefits for the Flood Control District to develop long-range plans to convert its drainage facilities into a natural system.

- Broad public support - Initially it may seem easier to simply replace the existing infrastructure. However, regulatory agencies and public sentiment support conveying flood waters in natural systems rather than artificial concrete systems. Planning future facilities that meet modern expectations will guarantee a broad level of support.
- Grant Funds - There will be opportunities for grant funds to construct elements of a more natural system and probably fewer (or maybe zero) opportunities for grant funds to replace concrete structures.
- Increase Awareness - Going through a long-term planning process provides an opportunity to discuss issues related to flood protection, floodplain management, natural creek system function and form, etc. Increased public awareness of stormwater issues leads to increased understanding and support for funding.
- Community Design - Including the public and community leaders in a long-range plan allows the project to become part of the community design element of a neighborhood or town. These can then be part of the general plan or specific plan for a community and can lead to partial funding through development fees or redevelopment revenue. These kinds of projects can also contribute to making communities more sustainable, including meeting new targets for carbon emission reduction, enhancing greater reliance on local water supplies, and responding to the anticipated effects of climate change.
- Life Cycle Costs - These vary by facility and channel reach. Concrete channels tend to have high initial construction costs, very low ongoing maintenance costs and high replacement costs. Natural channels require increased right-of-way width and generally higher ongoing maintenance but low or zero replacement costs. Taking the long view, the costs for natural channels will be much less compared to the costs of multiple life cycles for concrete channels.
- Water Quality and Conservation – Water flowing in natural creeks flows over and through biological media and is filtered through creek banks and beds, cleansing the water and retaining it longer in the watershed helping to meet stormwater (NPDES) permit requirements and enhancing aquatic habitat features.
- Aesthetics – Natural channels are much more appealing than concrete channels for recreational uses or simply as a visual amenity for a community.
- Recruitment and Retention – Staff working for the Flood Control District will be more likely to be motivated, have a high morale and make a career at the District if the District is progressive, visionary, and places importance on environmental protection.

Opportunities

There are many opportunities for long-range planning for replacement of vital flood protection infrastructure within existing community planning and implementation activities that include the following:

- Redevelopment Plan – area-wide master plan that can include watershed infrastructure.
- Redevelopment Plan Projects – projects outlined in a community's Redevelopment Plan.
- Development Projects – requiring (or negotiating) implementation of short pieces of channel/creek enhancement with land use entitlements.
- General Plan Updates – watershed and system-wide infrastructure planning.
- General Plan Amendments – identify improvements to segments of a regional or watershed infrastructure plan.
- Specific Plans – neighborhood level improvements of watershed infrastructure.
- Watershed Management Plan – regional, watershed level assessment of infrastructure needs.
- Mitigation – opportunity to develop and possibly implement portions of a plan as alternative mitigation.
- Regulation Offsets/Alternative Compliance – opportunities to develop watershed or creek enhancement plans and/or implement portions of improvements as an offset or in-lieu of stormwater (NPDES) or regulatory permit requirements.
- FEMA Mapping – opportunity to review watershed or creek infrastructure needs within floodplains.
- Integrated Regional Water Management Planning – collaboration with water supply agencies that could provide funding or cost-share contributions to alternative stormwater management approaches that retain and “harvest” rainfall, thereby enhancing local water supplies for landscape irrigation and reduction of flood peaks.
- Community Based Organizations – collaborative or independent projects by non-profit organizations with private funding sources.

- Climate Change and Sea Level Rise – may be a trigger for long-range creek planning, especially with expansion of the floodplain incorporating more properties.
- Bay Area Stream Goals – opportunity for watershed and regional infrastructure planning.
- Emergency Planning – predisaster mitigation planning with grants from FEMA and other organizations.

Benefits for the Community

The community gains many tangible benefits in addition to continuing flood risk reduction. These benefits are similar to those of the Flood Control District, but are from a different perspective.

- Quality of Life – having a natural creek system drain through a neighborhood rather than a concrete channel looks and feels better to the surrounding residents resulting in increased property values.
- Community Amenity – the community can plan and design its public spaces and retail/commercial areas to take advantage of the attraction of a natural system. The community can have a recreational and aesthetic focus along the creek as a natural system, rather than a concrete lined flood control utility.
- Habitat – a natural creek will provide the plant and animal habitat necessary for a rich eco-system within the creek and its riparian corridor and can provide wildlife linkages between urban ecosystems and open-space areas.
- Water Quality – a natural system will provide opportunities for cleansing and filtering storm run-off, particularly during low flow events, to reduce pollutants in the stormwater.
- Connection with Nature/Community Health – Nature Deficit Disorder (a term introduced by Richard Louv in his book “Last Child in the Woods”) embodies a theory that children who lose the connection with nature exhibit a variety of behavioral problems more so than children who get out into nature. As our landscape becomes more urbanized and we have more technological diversions, our children have less opportunity and spend less time interacting in a natural environment. Reestablishing natural creeks in an urban setting will increase opportunities for children to interact with nature in an otherwise paved or manicured/structured environment.

- Community Involvement – The community has an opportunity for citizens to get involved in creek related activities, such as clean-ups, water quality monitoring and fish surveys, or for youth groups to help actively manage portions of the creek by, for example, removing invasive species, or by developing watershed plans. These activities increase citizen involvement and increase their sense of community.
- Development of “Green Jobs” – The community can develop and retain a skilled workforce restoring and maintaining public and private natural creeks. This could include re-vegetation and soil bioengineering project work, water quality monitoring, and coordination of erosion prevention/stabilization on private property and stream stewardship training for private property owners. These would be new jobs for the community that can’t be outsourced overseas, which helps the community’s economic sustainability.

Outreach

Successful long-range planning and implementation will require active support from and partnerships with many agencies, groups and individuals. The Flood Control District will need to outreach to many different groups to increase awareness, enlist support and develop partners to initiate and sustain a long-range plan. For Contra Costa County this would include the following groups:

- Public Managers Association
- City/County Engineering Advisory Committee
- City Councils
- Watershed Forum
- Non-profit organizations
- Regulatory agencies

Developing a brochure (“The 50 year plan-A future for our Children”) or short, concise informational piece would be very helpful to communicate the concept and opportunity of this approach to infrastructure replacement.

Roles and Responsibilities

If we are to embrace this approach to infrastructure replacement, what should the role of the Flood Control District be? And what of our partners, the cities, the non-profit groups (NGO’s), the regulatory agencies, what role should they play?

- Flood Control District – The Flood Control District must be a cheerleader for the 50-year plan. We need to provide outreach information on the benefits and

value added by this approach. By long practice and political prudence we do not conduct activities within a jurisdiction without that jurisdiction's approval. We must work hard to enlist the support of the public and the communities within which these projects and activities would occur. The root issue for the Flood Control District is funding. How can we obtain community support for funding capital replacement of flood protection infrastructure and then fund its ongoing maintenance? The average household spends maybe \$700 per year on potable water and over \$300 per year on wastewater treatment. In contrast, the average Contra Costa household spends about \$30 per year on water quality (NPDES) and less than \$70 per year on flood protection maintenance and improvements, depending on the specific watershed (see footnote 1). As a society, do we spend enough resources on stormwater management, does the general public understand the benefits and value of stormwater management and the flood protection system? Everyone uses the water supply system every day; everyone uses the waste water system every day. If a flood protection system is viewed as providing solely flood protection, then it is used only during heavy storm events. Even though a flood protection system saves a community from disastrous economic losses from rare storm events, it is never foremost in people's minds. If a flood protection system embodies a natural creek that has habitat value, recreational elements and opportunities for children to interact with nature, then it will be used on a more frequent basis and be viewed with more importance in relation to other necessary societal expenditures.

- Cities – Cities must take a leadership role in establishing the vision for their community for flood protection infrastructure. Cities must define the goals for a Creek Enhancement Plan. Cities must support the objectives of a 50-year plan if it is to be successful, and these objectives must be incorporated into the city's General Plan to ensure long-term commitment and provide the opportunities for eventual implementation through future land use decisions.
- Community Based Organizations/Non-Governmental Organizations/Non-Profit Groups – These community groups can play a key role in adding benefit and value to a community's Creek Enhancement Plan. For example, community organizations may harness the energy of volunteer citizens to monitor the health of the natural creek after it's converted from a concrete channel. Another group may partner with the Flood Control District to help maintain some of the features of a natural channel using youth labor, which benefits the community by providing work for a segment of the community and provides activities for them after school. Community groups will be natural and necessary partners to communicate and outreach to the public about the overall benefits of a Creek Enhancement Plan and watershed based community planning processes. The Resources Conservation District has a long history in assisting community groups in these efforts.

- **Regulatory Agencies** – Regulatory agencies must invest time up front in the planning process to make sure the Creek Enhancement Plan includes the proper balance of habitat for the natural creek system. The regulatory agencies must also be flexible when the only way to implement a more natural system is by “shoehorning” it into an urban environment and compromises on everyone’s part are required to meet the sometimes daunting constraints involved. Balancing community use of the creek as a public open space with habitat needs for species will be especially tricky.

Challenges

There are challenges to every endeavor in life, and addressing creek issues is no different.

- **Jurisdictional Boundaries** – It will be a challenge to develop watershed management plans in watersheds that span several jurisdictions.
- **Form and Function** – Unfortunately a concrete channel is much more efficient at moving flood waters than a natural creek. As a result, a natural creek needs to have more room (perhaps several times the width!) than a flood control channel. There are solutions to this, but coming to a consensus or collective agreement will be difficult.
- **Conflicting Interests** – Finding solutions that meet the concerns of the environmental and regulatory community for habitat preservation, the concerns of the neighborhood for aesthetics, the concerns of property owners on the floodplain for flood protection and the concerns of those property owners who front on the creek will be difficult.
- **Political Leadership** – It will also be difficult to develop 50 year plans for creek enhancement in a political environment that cycles on a four year period.
- **Unified Vision** – It will be a challenge for some communities to establish a collective vision for their creek, and to determine how to make their creek a resource and amenity for the community.
- **Funding** – A list of challenges would not be complete without funding. Funding, of course, seems to be an issue wherever we turn, and creek issues are no different. Along with any long-range plan for creek enhancements must be a plan to fund the improvements and the ongoing maintenance.
- **Climate Change** – This will result in increased storm runoff and flooding, and increased water surface elevation at a creek’s mouth, which will result in more

property in the floodplain. However, this may be a trigger for comprehensive watershed based planning around creeks.

The Flood Control District will continue to provide the best service to the cities, the county, and their residents, for the needs of today and of the future. To be successful, we feel this will require a long-term, multi-objective approach on a watershed basis with community-based planning. Some effort to better define the potential costs and constraints to implementing more natural flood protection needs to be done. Creek issues can be resolved and challenges can be overcome, if there is a desire on everyone's part to focus on common goals and work together.

Footnote 1

Revenue for constructing flood protection projects and maintaining existing flood protection facilities comes from a portion of the 1% ad-valorem property tax on parcels within a flood control zone. A flood control zone is a major watershed area within the county; for example, flood control zone 1 is the Marsh Creek watershed and flood control zone 9 is the Pinole Creek watershed. Prior to Proposition 13 in 1978, each year flood control zones established their budget needs for the upcoming year and recommended a tax rate to fund the budget. The budget and recommended tax rate was developed through a community-based advisory committee within the watershed. After Proposition 13 was passed in 1978, the tax rate was locked in and the total property tax collected was reduced to 1% of assessed value. In 1978 some flood control zones had a reasonable tax rate based upon projects that were underway. Other flood control zones had reduced tax rates because the zone had a surplus or there were no pending projects. As a result, today the revenue within flood control zones throughout the county vary significantly, with as low as a zero tax rate in Zone 9 (Pinole Creek watershed). This results in a zero annual investment per residential parcel in the Pinole Creek watershed for flood protection, \$35 annual investment per residential parcel in the Walnut Creek watershed and a \$70 annual investment per residential parcel in the Marsh Creek watershed.



Contra
Costa
County

To: Board of Supervisors
From: Ronald Harvey, Risk Manager
Date: March 31, 2009

Subject: Final Settlement of Claim Rodney Krautheim v. County of Contra Costa, WCK #0043452

RECOMMENDATION(S):

RECEIVE this report concerning the final settlement of Rodney Krautheim and authorize payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$122,249.30, less attorney's fees and the structured MSA (Medicare Set Aside).

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of \$66,053.52.

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 Rodney Krautheim v. Contra Costa County.

The Board's March 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 March

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 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:

BACKGROUND: (CONT'D)

3, 2009 closed session vote of this Board authorizing its negotiated settlement are known publicly.



Contra
Costa
County

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: March 31, 2009

Subject: Honoring Deborah Shea upon the Occasion of Her Retirement

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: Earl Maciel
925.313.1648

cc:

ATTACHMENTS

Resolution No.
2009/113

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF HONORING
DEBORAH SHEA
UPON THE OCCASION OF HER RETIREMENT
FROM THE EMPLOYMENT & HUMAN SERVICES
DEPARTMENT

RESOLUTION NO. 2009/113

WHEREAS, Deborah Shea joined the Contra Costa County family on June 30, 1980; and

WHEREAS, Deborah Shea soon established herself as an integral member of the Social Services Department and later the Employment & Human Services team as a dependable, enthusiastic employee; and

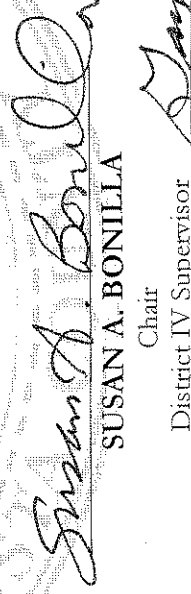
WHEREAS, Deborah Shea's devotion to Contra Costa County and her fellow co-workers has been the hallmark of her career; she has consistently shown herself to be an exemplary employee; and

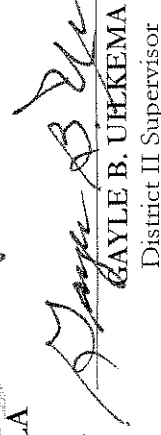
WHEREAS, Deborah Shea's dedication to her job extended beyond her own district as she trained and mentored and resolved problems for the Child Welfare Case Management System (CWS/CMS); and

WHEREAS, Deborah Shea has always been an active participant in the ATM, DOST, and Division meetings, as well as any special meetings needed by the Department,

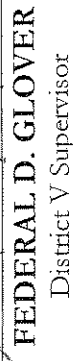
NOW, THEREFORE, be it resolved that the Contra Costa County Board of Supervisors thanks and acknowledges DEBORAH SHEA for 28 ½ years of valued public service to the people of Contra Costa County, as well as for the excellent assistance, training, and mentoring she has unhesitatingly given to her co-workers. The Board of Supervisors wishes her an active, healthy, and happy retirement.

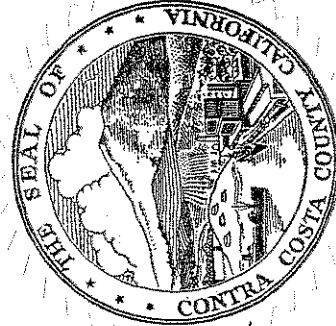

JOHN GIOIA
District I Supervisor


SUSAN A. BONILLA
Chair
District IV Supervisor


GAYLE B. UHEKEMA
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: March 31, 2009

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

By Katherine Sinclair, Deputy

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:Resolution No. 2009/113

HONORING DEBORAH SHEA UPON THE OCCASION OF HER RETIREMENT FROM THE EMPLOYMENT & HUMAN SERVICES DEPARTMENT IN RECOGNITION OF HER CAREER AND DEDICATION AS AN APPLICATION TRAINER MENTOR (ATM).

WHEREAS, Deborah Shea joined the Contra Costa County family on June 30, 1980; and
WHEREAS, Deborah Shea soon established herself as an integral member of the Social Services Department and later the Employment & Human Services team as a dependable, enthusiastic employee; and
WHEREAS, Deborah Shea’s devotion to Contra Costa County and her fellow co-workers has been the hallmark of her career; she has consistently shown herself to be an exemplary employee; and
WHEREAS, Deborah Shea’s dedication to her job extended beyond her own district as she trained and mentored and resolved problems for the Child Welfare Case Management System (CWS/CMS); and
WHEREAS, Deborah Shea has always been an active participant in the ATM, DOST, and Division meetings, as well as any special meetings needed by the Department,
NOW, THEREFORE, be it resolved that the Contra Costa County Board of Supervisors thanks and acknowledges DEBORAH SHEA for 28 ½ years of valued public service to the people of Contra Costa County, as well as for the excellent assistance, training, and mentoring she has unhesitatingly given to her co-workers. The Board of Supervisors wishes her an active, healthy, and happy 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

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

ATTESTED: March 31, 2009

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: March 31, 2009

Subject: Honoring Sheila Monge Upon the Occasion of Her Retirement

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: Earl Maciel
925.313.1648

cc:

ATTACHMENTS

Resolution No.
2009/114

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF HONORING SHEILA MONGE UPON THE OCCASION OF HER RETIREMENT FROM THE EMPLOYMENT & HUMAN SERVICES DEPARTMENT

RESOLUTION NO. 2009/114

WHEREAS, Sheila Monge joined the Contra Costa County family on November 7, 1994; and

WHEREAS, Sheila Monge soon established herself as an integral member of the Social Services Department and later the Employment & Human Services team as a dependable, enthusiastic employee; and

WHEREAS, Sheila Monge's devotion to Contra Costa County and her fellow co-workers has been the hallmark of her career; she has consistently shown herself to be an exemplary employee; and


WHEREAS, Sheila Monge's dedication to her job extended beyond her own district as she trained and mentored and resolved problems for the Child Welfare Case Management System (CWS/CMS); and

WHEREAS, Sheila Monge has always been an active participant in the ATM, DOST, and Division meetings, as well as any special meetings needed by the Department;


NOW, THEREFORE, BE IT RESOLVED THAT the Contra Costa County Board of Supervisors thanks and acknowledges SHEILA MONGE for 14 years of valued public service to the people of Contra Costa County, as well as for the excellent assistance, training, and mentoring she has unhesitatingly given to her co-workers. The Board of Supervisors wishes her an active, healthy, and happy retirement.

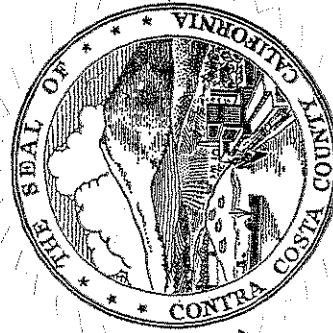

JOHN GIOIA
District I Supervisor


SUSAN A. BONILLA
Chair
District IV Supervisor


GAYLE B. ULKEMA
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: March 31, 2009

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

By Katharine Sinclair, Deputy

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2009/114

HONORING SHEILA MONGE UPON THE OCCASION OF HER RETIREMENT FROM THE EMPLOYMENT & HUMAN SERVICES DEPARTMENT IN RECOGNITION OF HER CAREER AND DEDICATION AS AN APPLICATION TRAINER MENTOR (ATM).

WHEREAS, Sheila Monge joined the Contra Costa County family on November 7, 1994; and
WHEREAS, Sheila Monge soon established herself as an integral member of the Social Services Department and later the Employment & Human Services team as a dependable, enthusiastic employee; and
WHEREAS, Sheila Monge’s devotion to Contra Costa County and her fellow co-workers has been the hallmark of her career; she has consistently shown herself to be an exemplary employee; and
WHEREAS, Sheila Monge’s dedication to her job extended beyond her own district as she trained and mentored and resolved problems for the Child Welfare Case Management System (CWS/CMS); and
WHEREAS, Sheila Monge has always been an active participant in the ATM, DOST, and Division meetings, as well as any special meetings needed by the Department.

Now, therefore, be it resolved that the Contra Costa County Board of Supervisors thanks and acknowledges SHEILA MONGE for 14 years of valued public service to the people of Contra Costa County, as well as for the excellent assis-tance, training, and mentoring she has unhesitatingly given to her co-workers. The Board of Supervisors wishes her an active, healthy, and happy 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

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

ATTESTED: March 31, 2009

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: David Coleman, Public Defender
Date: March 31, 2009

Subject: RESOLUTION HONORING JEANNE SCHUMAN ON HER RETIREMENT

RECOMMENDATION(S):

ADOPT Resolution No. 2009/118 honoring Jeanne Schuman upon the occasion of her retirement from Contra Costa County, in recognition for her service to the clients, the Public Defender's office, the community, and the people of Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

Contact: Donna Broussard,
925-335-8065

By: Katherine Sinclair, Deputy

cc:

ATTACHMENTS

Resolution No.
2009/118

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF HONORING

RESOLUTION NO. 2009/118

DEPUTY PUBLIC DEFENDER IV, JEANNE SCHUMAN,
TO COMMEMORATE HER RETIREMENT

WHEREAS, Jeanne Schuman is retiring from the Office of the Public Defender after more than 23 years of service to the Department;

WHEREAS, Jeanne Schuman received her B.A. from Ohio State University in 1972, and her law degree from Armstrong Law School in 1977, and began practicing law shortly thereafter;

WHEREAS, Jeanne Schuman worked in criminal defense practices in Oakland and then, after four years of practice with Mintz & Giller, joined the Office of Public Defender in Contra Costa County in 1985;

WHEREAS, Jeanne Schuman worked in the Concord Branch, in West County Branch and in every misdemeanor, juvenile (delinquency and dependency) and felony assignment in the Department;

WHEREAS, Jeanne Schuman has tried scores of felony cases, including many complex homicides, and done so always with a smile and attitude of remarkable perseverance in the face of difficult facts and clients; and

WHEREAS, above and beyond his contributions to the lives of many clients of the Department through providing a zealous defense, Jeanne Schuman has contributed to the work of the Department and to the individual lives of every staff member by being a supportive, understanding friend and a model of cheerful, positive deportment as a teammate in a challenging job


NOW THEREFORE BE IT RESOLVED that the Board of Supervisors acknowledges and thanks Jeanne Schuman for her dedicated service to the Office of Public Defender, the clients of that Office and the people of this county on the occasion of her retirement as an employee of Contra Costa County.



JOHN GIOIA
District I Supervisor

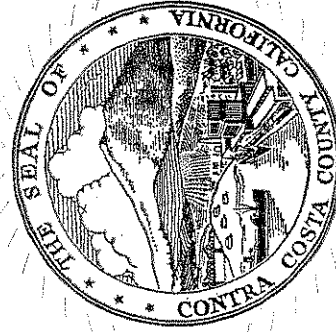

SUSAN A. BONILLA
Chair

District IV Supervisor


GAYLE B. UILKEMA
District II Supervisor


MARY N. DIEPHO
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:

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

By _____, Deputy

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:
Honoring Deputy Public Defender IV, Jeanne Schuman To Commemorate Her Retirement

Resolution No. 2009/118

WHEREAS, Jeanne Schuman is retiring from the Office of the Public Defender after more than 23 years of service to the Department;
WHEREAS, Jeanne Schuman received her B.A. from Ohio State University in 1972, and her law degree from Armstrong Law School in 1977, and began practicing law shortly thereafter;
WHEREAS, Jeanne Schuman worked in criminal defense practices in Oakland and then, after four years of practice with Mintz & Giller, joined the Office of Public Defender in Contra Costa County in 1985;
WHEREAS, Jeanne Schuman worked in the Concord Branch, in West County Branch and in every misdemeanor, juvenile (delinquency and dependency) and felony assignment in the Department;
WHEREAS, Jeanne Schuman has tried scores of felony cases, including many complex homicides, and done so always with a smile and attitude of remarkable perseverance in the face of difficult facts and clients; and
WHEREAS, above and beyond his contributions to the lives of many clients of the Department through providing a zealous defense, Jeanne Schuman has contributed to the work of the Department and to the individual lives of every staff member by being a supportive, understanding friend and a model of cheerful, positive deportment as a teammate in a challenging job

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors acknowledges and thanks Jeanne Schuman for her dedicated service to the Office of Public Defender, the clients of that Office and the people of this county on the occasion of her retirement as an employee of Contra Costa County. PASSED and ADOPTED by a unanimous vote of the Board of Supervisors members present this 31st day of March, 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: March 31, 2009

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: David Coleman, Public Defender
Date: March 31, 2009

Subject: RESOLUTION HONORING SALLY MARTIN ON HER RETIREMENT

RECOMMENDATION(S):

ADOPT Resolution No. 2009/117 honoring Sally Martin upon the occasion of her retirement from Contra Costa County, in recognition for her service to the clients, the Public Defender's office, the community, and the people of Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

Contact: Donna Broussard,
925-335-8065

By: Katherine Sinclair, Deputy

cc:

ATTACHMENTS

Resolution No.

2009/117

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF HONORING DEPUTY PUBLIC DEFENDER III, SALLY MARTIN, TO COMMEMORATE HER RETIREMENT

RESOLUTION NO. 2009/117

WHEREAS, Sally Martin is retiring from the Office of the Public Defender after more than 19 years of service to the Department; and

WHEREAS, Sally Martin received her B.A. degree from Stanford University in 1976, her MSW in Social Work from the University of California at Berkeley in 1980, and her law degree from Hastings College of the Law in 1989; and

WHEREAS, she had worked as a psychotherapist and social worker in various settings providing help to children from 1978 through the time she entered law school, Sally Martin brought both her legal skills and her skills and interest in children's issues to the Department when she joined the Office of Public Defender in Contra Costa County in 1989; and

WHEREAS, Sally Martin was first assigned to handle misdemeanor cases in West County and then felony cases in Central/East, Sally hit her stride and found the most ideal assignment for her talents and background in her passionate work on behalf of juvenile clients of the Department; and

WHEREAS, Sally Martin became a mainstay of the Department's dependency practice for fourteen years, representing children and parents in difficult cases where the state sought to intervene in the family's life and the rights and interests of both children and parents had to be protected; and

WHEREAS, Sally Martin has also represented many children in delinquency cases and brought to that aspect of the Department's practice keen insight and professional passion; and

WHEREAS, in addition to her contributions to the lives of many clients of the Department through providing zealous, caring and creative representation, Sally Martin has contributed to the individual lives of every staff member by being a good friend and a model for a socially concerned, ethical and effective deputy public defender;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors acknowledges and thanks Sally Martin for her dedicated service to the Office of Public Defender, the clients of that Office and the people of this county on the occasion of her retirement as an employee of Contra Costa County.




JOHN GIOIA
District I Supervisor




SUSAN A. BONILLA
Chair
District IV Supervisor



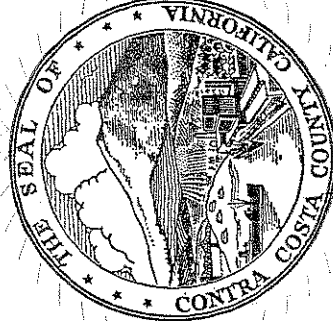
GAYLE B. UILKEMA
District II Supervisor



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: March 31, 2009

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

By Katherine Guinelair, Deputy

*The Board of Supervisors of
Contra Costa County, California*

In the matter of: **Resolution No. 2009/117**
Honoring Deputy Public Defender III, Sally Martin To Commemorate Her Retirement

WHEREAS, Sally Martin is retiring from the Office of the Public Defender after more than 19 years of service to the Department;
WHEREAS, Sally Martin received her B.A. degree from Stanford University in 1976, her MSW in Social Work from the University of California at Berkeley in 1980, and her law degree from Hastings College of the Law in 1989;
WHEREAS, she had worked as a psychotherapist and social worker in various settings providing help to children from 1978 through the time she entered law school, Sally Martin brought both her legal skills and her skills and interest in children’s issues to the Department when she joined the Office of Public Defender in Contra Costa County in 1989;
WHEREAS, Sally Martin was first assigned to handle misdemeanor cases in West County and then felony cases in Central/East, Sally hit her stride and found the most ideal assignment for her talents and background in her passionate work on behalf of juvenile clients of the Department;
WHEREAS, Sally Martin became a mainstay of the Department’s dependency practice for fourteen years, representing children and parents in difficult cases where the state sought to intervene in the family’s life and the rights and interests of both children and parents had to be protected;

WHEREAS, Sally Martin has also represented many children in delinquency cases and brought to that aspect of the Department’s practice keen insight and professional passion; and
WHEREAS, in addition to her contributions to the lives of many clients of the Department through providing zealous, caring and creative representation, Sally Martin has contributed to the individual lives of every staff member by being a good friend and a model for a socially concerned, ethical and effective deputy public defender;
NOW THEREFORE BE IT RESOLVED that the Board of Supervisors acknowledges and thanks Sally Martin for her dedicated service to the Office of Public Defender, the clients of that Office and the people of this county on the occasion of her retirement as an employee of Contra Costa County. PASSED and ADOPTED by a unanimous vote of the Board of Supervisors members present this 31st day of March, 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: March 31, 2009

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: David Coleman, Public Defender
Date: March 31, 2009

Subject: RESOLUTION RECOGNIZING MARY PRYOR UPON HER RETIREMENT

RECOMMENDATION(S):

ADOPT Resolution No. 2009/116 honoring Mary Pryor upon the occasion of her retirement from Contra Costa County, in recognition for her service to the clients, the Public Defender's office, the community, and the people of Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: Donna Broussard

cc:

ATTACHMENTS

Resolution No.
2009/116

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF HONORING DEPUTY PUBLIC DEFENDER IV, MARY PRYOR, TO COMMEMORATE HER RETIREMENT

RESOLUTION NO. 2009/116

WHEREAS, Mary Pryor is retiring from the Office of the Public Defender after almost 23 years of service to the Department; and

WHEREAS, Mary Pryor received her B.A. degree from the State University of New York in 1978, and her law degree from Hastings College of the Law in 1983; and

WHEREAS, Mary Pryor worked as a Research Attorney for Chief Justice Rose Bird from 1983 through 1985 and as a Staff Attorney at the Legal Aid Society of Marin in 1986, and then found a professional home with the Office of Public Defender in Contra Costa County in September of 1986; and

WHEREAS, Mary Pryor was first assigned to handle misdemeanor cases in Central County, and then felony cases in West County, Mary found her greatest professional fulfillment in her assignment to cases of both parents and children in our juvenile dependency practice; and

WHEREAS, Mary Pryor was a pillar of the Department's dependency practice for many years, where she represented her clients with the kind of aplomb that garnered her praise from judges, parents, children, opposing counsel and all others with interest in the juvenile dependency practice area of the Department; and

WHEREAS, Mary Pryor most recently carried the banner for the Department in her assignment to the Superior Court probation calendar, an assignment in which she has also gained great respect from the frequently returning group of probation clients on that calendar as well as the respect of the judicial officers with whom she has worked so masterfully; and

WHEREAS, Mary Pryor has also most recently been the Department's Clean Slate Deputy and has served the interests of deserving clients who needed past convictions reduced, dismissed or expunged in order to move forward with their lives; and

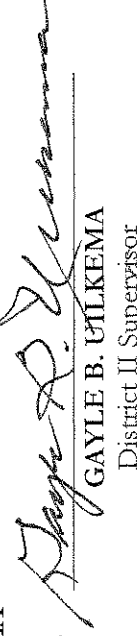
WHEREAS, in addition to her contributions to the lives of young and old clients of the Department through providing zealous, caring and creative representation, Mary Pryor has contributed to the career of every staff member by being a good friend and by providing positive, good natured, and mature advice to her co-workers for more than two decades;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Contra Costa acknowledges and thanks Mary Pryor for her dedicated service to the Office of Public Defender, the clients of that Office and the people of this county on the occasion of her retirement as an employee of Contra Costa County.


JOHN GIOIA
District I Supervisor

SUSAN A. BONILLA
Chair
District IV Supervisor




GAYLE B. UTIKEMA
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: March 31, 2009

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

By Katherine Sinclair, Deputy

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2009/116

Honoring Deputy Public Defender IV, Mary Pryor To Commemorate Her Retirement

WHEREAS, Mary Pryor is retiring from the Office of the Public Defender after almost 23 years of service to the Department;
WHEREAS, Mary Pryor received her B.A. degree from the State University of New York in 1978, and her law degree from Hastings College of the Law in 1983;
WHEREAS, Mary Pryor worked as a Research Attorney for Chief Justice Rose Bird from 1983 through 1985 and as a Staff Attorney at the Legal Aid Society of Marin in 1986, and then found a professional home with the Office of Public Defender in Contra Costa County in September of 1986;
WHEREAS, Mary Pryor was first assigned to handle misdemeanor cases in Central County, and then felony cases in West County, Mary found her greatest professional fulfillment in her assignment to cases of both parents and children in our juvenile dependency practice;
WHEREAS, Mary Pryor was a pillar of the Department’s dependency practice for many years, where she represented her clients with the kind of aplomb that garnered her praise from judges, parents, children, opposing counsel and all others with interest in the juvenile dependency practice area of the Department;
WHEREAS, Mary Pryor most recently carried the banner for the Department in her assignment to the Superior Court probation calendar, an assignment in which she has also gained great respect from the frequently returning group of probation clients on that calendar as well as the respect of the judicial officers with whom she has worked so masterfully;
WHEREAS, Mary Pryor has also most recently been the Department’s Clean Slate Deputy and has served the interests of deserving clients who needed past convictions reduced, dismissed or expunged in order to move forward with their lives; and
WHEREAS, in addition to her contributions to the lives of young and old clients of the Department through providing zealous, caring and creative representation, Mary Pryor has contributed to the career of every staff member by being a good friend and by providing positive, good natured, and mature advice to her co-workers for more than two decades;
NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Contra Costa acknowledges and thanks Mary Pryor for her dedicated service to the Office of Public Defender, the clients of that Office and the people of this county on the occasion of her retirement as an employee of Contra Costa County. PASSED and ADOPTED by a unanimous vote of the Board of Supervisors members present this 31st day of March, 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: March 31, 2009

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Catherine Kutsuris, Conservation & Development Director
Date: March 31, 2009

Subject: Ordinance to Establish East County Regional Planning Commission Terms Coterminous with District Supervisor

RECOMMENDATION(S):

ADOPT Ordinance 2009-07, which eliminates the staggered terms of the East County Regional Planning Commission and provides that the terms of the members are instead coterminous with the expiration of the term of the County Supervisor who represents the unincorporated community in which the commission member resides.

FISCAL IMPACT:

None.

BACKGROUND:

On January 27, 2009, the Board directed the Department to draft an ordinance which would establish that the terms of the members of the East County Regional Planning Commission are coterminous with the supervisorial terms of office for District III and District V. The proposed Ordinance 2009-07 provides for this change.

On March 17, 2009, Ordinance No. 2009-07 was introduced, the reading was waived and March 31, 2009 was fixed for adoption of the ordinance.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Catherine Kutsuris
335-1221

cc:

ATTACHMENTS

Ordinance No.
2009-07

ORDINANCE NO. 2009-07

(East County Regional Planning Commission Terms)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I. SUMMARY. This ordinance eliminates the existing staggered terms of the East County Regional Planning Commission by providing that, as of the effective date of this ordinance, the term of each East County Regional Planning Commission member is coterminous with the term of the county supervisor who represents the unincorporated community where the commission member resides. This ordinance applies to the existing terms of current East County Regional Planning Commission members, irrespective of their date of appointment.

SECTION II. Section 26-2.1503 is added to the County Ordinance Code, to read:

Section 26-2.1503 East County Regional Planning Commission appointment and terms.

- (a) Each East County Regional Planning Commission member is appointed by the board of supervisors and is subject to removal by the board at its pleasure.
- (b) Notwithstanding the provisions of Section 26-2.1502, from and after the effective date of Ordinance No. 2009-07, the term of each East County Regional Planning Commission member is coterminous with, and expires at the expiration of, the term of the county supervisor who represents the unincorporated community where the commission member resides. A commission member whose term expires shall continue to serve until a successor is appointed. A commission member is eligible for reappointment to additional terms.
- (c) Any vacancy on the East County Regional Planning Commission shall be filled by the board of supervisors by appointment for the remainder of the unexpired term. (Ord. 2009-07 § 2.)

ORDINANCE NO. 2009-07

SECTION III. EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published once with the names of supervisors voting for or against it in the Contra Costa Times, a newspaper published in this County.

PASSED on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Board Chair

By: _____
Deputy

[SEAL]

TLG:
H:\2009\Community Development\EC regional planning comm ord - final.wpd

ORDINANCE NO. 2009-07



Contra
Costa
County

To: Board of Supervisors
From: Supervisor John Gioia
Date: March 31, 2009

Subject: Review of Second Unit Ordinance

RECOMMENDATION(S):

Direct the Department of Conservation and Development (DCD) and the Office of County Counsel to evaluate the Second Unit Ordinance (Chapter 82-24 of the County Code) and to identify possible revisions to the Code for consideration by the Planning Commission and the Board which would increase the number of second unit applications particularly in communities such as Kensington, which have few second unit applications.

FISCAL IMPACT:

The cost for this type of analysis is estimated not to exceed \$5,000 in staff time and can be incorporated in the DCD budget.

BACKGROUND:

Contra Costa County has had a second unit ordinance since 1987. On June 3, 2003 the Board of Supervisors approved a new second unit ordinance that required second unit applications to be considered ministerially without a public hearing. The change to the ordinance was made in order to comply with Government Code Section 65852.2 which addresses residential second units.

Since 2003, the Board has approved

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: EMY L. SHARP, Deputy

Contact: Catherine Kutsuris
335-1221

cc:

BACKGROUND: (CONT'D)

two additional modifications to the Second Unit Ordinance allowing these units to be established on properties within agricultural zoning districts and to allow larger units on agricultural zoned properties of five acres or more. Since 2004, an average of 31 second unit applications were filed each year. These units provide needed affordable housing in our County. It is appropriate to review the ordinance and to identify standards which may be amended to encourage additional residential second units to be constructed particularly in communities with relatively fewer applications such as Kensington.



Contra
Costa
County

To: Board of Supervisors
From: Gayle B. Uilkema, District II Supervisor
Date: March 31, 2009

Subject: APPOINTMENT TO THE CONTRA COSTA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC
AUTHORITY ADVISORY COMMITTEE

RECOMMENDATION(S):

APPOINT the following person to the District II Seat of the Contra Costa County In-Home Supportive Services Public Authority Advisory Committee for a term with an expiration date of March 6, 2010:

Mr. Chris J. McDonald
521 Haven Street
Martinez, CA 94553

FISCAL IMPACT:

NONE

BACKGROUND:

NONE



APPROVE



OTHER



RECOMMENDATION OF CNTY
ADMINISTRATOR



RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**



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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: Jill Ray, 5-1046



Contra Costa County

To: Board of Supervisors
From: David Twa, County Administrator
Date: March 31, 2009

Subject: Appointments to the Technical Coordinating Committee of the Contra Costa Transportation Authority

RECOMMENDATION(S):

APPOINT the following County staff to the Technical Coordinating Committee of the Contra Costa Transportation Authority:

- Patrick Roche, Aruna Bhat alternate;
- Steven Goetz, John Greitzer alternate; and
- Mike Carlson, Chris Lau alternate.

FISCAL IMPACT:

None

BACKGROUND:

The County makes three appointments to the Contra Costa Transportation Authority's Technical Coordinating Committee



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **03/31/2009**



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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: L. DeLaney, 5-1097

cc:

BACKGROUND: (CONT'D)

(TCC). Under the provisions of the TCC Charter the three appointments are to represent planning, engineering, and transportation disciplines. The current appointments expire March 31, 2009. The recommended appointments are for two year terms which will expire March 31, 2011.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: March 31, 2009

Subject: Amendment to Bylaws for First 5 Contra Costa Children and Families Commission and Approve Appointments

RECOMMENDATION(S):

Approve changes to the bylaws for the First 5 Contra Costa Children and Families Commission, approved by the Commission at its March 2, 2009 meeting, as recommended by the Commission, and APPOINT alternate members to seats and terms shown below.

FISCAL IMPACT:

None

BACKGROUND:

On March 2, 2009 the First 5 Contra Costa Children and Families Commission (Commission) approved revisions to its Bylaws - Article III, Commission Membership; Sections 1, 3, 4, and 5. The Commission requests that the Board of Supervisors approve these changes and make associated appointments.

Commission members are appointed by the Board of Supervisors. In accordance with the County ordinance and the Commission's Bylaws, County appointees serve on the Commission as long as they hold their County office; public members are appointed with a term, and can be reappointed by the Board. (C.C.C. Ord. C. § 26-14.010; Bylaws, Art. III, Sec. 4.)

Although the Commission's Bylaws currently describe membership, terms, and vacancies for Commission members, Alternate Commission members are not specifically identified in those sections. Several Alternate Commission members have been appointed to the Commission without a term, while others have been appointed with three year terms. Therefore, the changes to the Bylaws were completed in order to clarify and correct sections that describe

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: Dorothy Sansoe,
335-1009

cc:

membership, terms, and vacancies for Alternate Commission members.

The Commission has requested that the Board of Supervisors adopt appointment terms for all Alternate Commission members and set terms for those Alternate Commissioners who were previously appointed without a specified term (see below). For consistency, the Commission is requesting that the terms for those currently without a term be set for three-year periods beginning April 1, 2009 and expiring April 1, 2012. However, in the case where the Alternate's corresponding Commission Member's term expires in 2012, then the requested expiration date is April 1, 2013, so that the Member and Alternate terms do not expire in the same year.

--

BACKGROUND: (CONT'D)

<u>Appointee</u>	<u>Seat</u>	<u>Term Expiration</u>
Susan Wittenberg	District I Alternate	August 16, 2012
Belinda Lucey	District II Alternate	August 16, 2013
Toni Robertson	District V Alternate	August 16, 2013



Contra
Costa
County

To: Board of Supervisors
From: Gayle B. Uilkema, District II Supervisor
Date: March 31, 2009

Subject: RE-APPOINTMENT TO THE CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT'S FIRE ADVISORY COMMISSIONERS

RECOMMENDATION(S):

RE-APPOINT the following people to the following seats of the Crockett-Carquinez Fire Protection District's Fire Advisory Commissioners with the following term expiration dates: Appointee 4: Henry Triglia - P.O. Box 157, Crockett, CA 94525 (term expires 12/31/2011)

Appointee 5: Fred Maria - 505 Edwards, Crockett, CA 94525 (term expires 12/31/2012)

FISCAL IMPACT:

NONE

BACKGROUND:

NONE



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **03/31/2009**



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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: Jill Ray, 5-1046



Contra
Costa
County

To: Board of Supervisors
From: Gayle B. Uilkema, District II Supervisor
Date: March 31, 2009

Subject: RESIGNATION FROM THE ALCOHOL AND OTHER DRUGS ADVISORY BOARD

RECOMMENDATION(S):

ACCEPT the resignation of the following person from the District II-B Seat of the Alcohol and Other Drugs Advisory Board effective immediately:

Nina Ferraris
3376 Las Huertas Road
Lafayette, CA 94549

DECLARE a vacancy on the Alcohol and Other Drugs Advisory Board 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: 03/31/2009

☒ 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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: Jill Ray, 5-1046



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Keith Richter, Chief, Contra Costa County Fire Protection District
 Date: March 31, 2009

Subject: Appropriation Adjustment

RECOMMENDATION(S):

APPROVE Appropriations and Revenue Adjustment No. 5074 authorizing new revenue in the amount of \$60,300 and appropriating it for radio receivers/related communications equipment and smoke detectors.

FISCAL IMPACT:

The District's FY 2008-09 General Fund budget (7300) will be increased by \$60,300.

BACKGROUND:

The District has received new revenue totaling \$60,300 from two (2) grants: one is a restricted grant from the Fireman's Fund in the amount of \$60,000 and the other is an unrestricted grant from the Firefighters Charitable Foundation Inc. in the amount of \$300.

The \$60,000 is for a project adding remote radio transmitters, receivers and additional infrastructure support equipment at five (5) locations -- Bald Peak, Kregor Peak, Cummings, Highland Peak and Nichol Knob. These five (5) radios will be controlled by the District's Communications Center via County microwave equipment. The purpose of

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☐ 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: March 31, 2009

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

By: , Deputy

Contact: Mike George
 925-941-3311

cc:

BACKGROUND: (CONT'D)

the project is to increase the ability of the Communications Center to monitor, communicate and record the Tactical channels "B", "C" and "D". This has been identified as a firefighter safety issue. The \$300 is for purchasing smoke detectors for senior and/or disabled homeowners.

ATTACHMENTS

Revenue Adjustment

Appropriations Adjustment

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT
T/C 24

ACCOUNT CODING		BUDGET UNIT: Contra Costa County Fire Protection District		
ORGANIZATION	REVENUE ACCOUNT	REVENUE DESCRIPTION	INCREASE	<DECREASE>
7300	9964	Unrestricted Donations	300	
7300	9965	Restricted Donations	60,000	
TOTALS:			60,300	

APPROVED

AUDITOR - CONTROLLER

By: _____ Date: _____

COUNTY ADMINISTRATOR

By: _____ Date: _____

BOARD OF SUPERVISORS

YES:

NO:

By: _____ Date: _____

EXPLANATION OF REQUEST

Recognize new revenue in the amounts of \$300 from a Firefighters Charitable Foundation Inc. grant and \$60,000 from a Fireman's Fund Heritage grant.

Michael H. George

SIGNATURE

Chief of Adm Svcs

TITLE

3-5-09

DATE

REVENUE ADJ.

JOURNAL NO.

RA00 5074

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: Contra Costa County Fire Protection District		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
7300	2131	Minor Furniture/Equipment		300
7300	2271	Vehicle Repairs		60,000
7300	6301	Appropriable New Revenue		60,300
7300	6301	Reserve for Contingencies	60,300	
TOTALS:			60,300	120,600

APPROVED
AUDITOR - CONTROLLER

By: _____ Date: _____

COUNTY ADMINISTRATOR

By: _____ Date: _____

BOARD OF SUPERVISORS

YES:

NO:

By: _____ Date: _____

EXPLANATION OF REQUEST

Appropriate new revenue for radio receivers and related communications equipment as well as smoke detectors.

Michael H. George

SIGNATURE

Chief of Adm Svcs

TITLE

3-5-09

DATE

APPROPRIATION

ADJ. JOURNAL NO. AP00 5074

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT
T/C 24

ACCOUNT CODING		BUDGET UNIT: Contra Costa County Fire Protection District		
ORGANIZATION	REVENUE ACCOUNT	REVENUE DESCRIPTION	INCREASE	<DECREASE>
7300	9964	Unrestricted Donations	300	
7300	9965	Restricted Donations	60,000	
TOTALS:			60,300	

APPROVED

AUDITOR - CONTROLLER

By: _____ Date: _____

COUNTY ADMINISTRATOR

By: _____ Date: _____

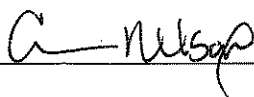
BOARD OF SUPERVISORS

AYES: Bonilla, Gioia, Uilkema, Piepho, & Glover

NOES: none

ABSENT: none

ABSTAIN: none

By:  Date: 3/21/09

EXPLANATION OF REQUEST

Recognize new revenue in the amounts of \$300 from a Firefighters Charitable Foundation Inc. grant and \$60,000 from a Fireman's Fund Heritage grant.

Michael H. George

SIGNATURE

Chief of Adm Svcs 3-5-09

TITLE

DATE

REVENUE ADJ.

JOURNAL NO. RA00 5074

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: Contra Costa County Fire Protection District		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
7300	2131	Minor Furniture/Equipment		300
7300	2271	Vehicle Repairs		60,000
7300	6301	Appropriable New Revenue		60,300
7300	6301	Reserve for Contingencies	60,300	
TOTALS:			60,300	120,600

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:  Date: 3/3/09

(M 8134 Rev. 2/86)

EXPLANATION OF REQUEST

Appropriate new revenue for radio receivers and related communications equipment as well as smoke detectors.

Michael H. George

SIGNATURE

Chief of Adm Svcs

TITLE

3-5-09

DATE

APPROPRIATION

ADJ. JOURNAL NO. AP00 5074



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: March 31, 2009

Subject: Support Position for AB 12 (Beall, Bass, Steinberg): California Fostering Connections to Success Act

RECOMMENDATION(S):

SUPPORT AB 1625 (Beall, Bass, Steinberg), a bill that AB 12 would: 1) re-enact California's existing Kin-GAP program to align it with new federal requirements and 2) provide transitional support to qualifying foster youth until age 21, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

Landmark federal legislation provides California with the ability to use federal funds to support youth to age 21.

California would utilize federal funds to meet costs currently borne by the state and counties, and would realize proven savings from declines in unemployment, homelessness, teen pregnancy, public assistance, and the other costly outcomes for young adults who "age out" of foster care.

BACKGROUND:

Recent federal legislation presents California with an historic opportunity

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: L. DeLaney, 5-1097

cc:

BACKGROUND: (CONT'D)

to access federal funding for programs to assist foster children and their families. Assembly Bill 12, the California Fostering Connections to Success Act, would enable California to implement provisions of the new federal law that could help build a brighter future for our state's most vulnerable children and result in net fiscal savings for the state during challenging economic times. AB 12 has garnered bipartisan support from California's legislative, judicial, child welfare and advocacy communities.

In October 2008, the federal government enacted the Fostering Connections to Success and Increasing Adoptions Act (Public Law 110-351). This new law gives states the ability to establish relative guardianship programs with federal financial participation in the costs. PL 110-351 also makes federal funds available for foster care, kinship-guardianship, and adoption assistance benefits to youth who meet certain conditions (e.g., employment and education related requirements) until age 21. PL 110-351 provides California with an unprecedented opportunity to access federal funding to improve the lives of our state's most vulnerable youth.

AB 12 would ensure that California opts into these essential federal funding opportunities. AB 12 would: 1) re-enact our existing Kin-GAP program to align it with new federal requirements and 2) provide transitional support to qualifying foster youth until age 21. These changes represent both fiscally and socially responsible improvements to California's foster care system. As a result, California would utilize federal funds to meet costs currently borne by the state and counties, and would realize proven savings from declines in unemployment, homelessness, teen pregnancy, public assistance, and the other costly outcomes for young adults who "age out" of foster care.

CO-SPONSORS

- CA Alliance of Child & Family Services - CA Youth Connection
- Children's Law Center of LA - County Welfare Directors Assoc. of CA
- John Burton Foundation - Judicial Council of CA
- SEIU State Council - Youth Law Center



Contra
Costa
County

To: Board of Supervisors
From: Michael J. Lango, General Services Director
Date: March 31, 2009

Subject: Accept Resolution of Acceptance and Notice of Completion for Median Landscaping Project at Pacheco Boulevard for Public Works Department

RECOMMENDATION(S):

ADOPT Resolution No. 2009/120 Accepting and Notice of Completion of work performed by Blossom Valley Construction, Inc. for the Median Landscaping Project at Pacheco Boulevard between Second South Avenue and Center Avenue, Pacheco for the Public Works Department.

FISCAL IMPACT:

There is no impact to the General Fund with adoption of the Resolution of Acceptance and Notice of Completion.

BACKGROUND:

On July 8, 2008, the County entered into a contract with Blossom Valley Construction, Inc. for the Median Landscaping Project at Pacheco Boulevard between Second South Avenue and Center Avenue, Pacheco, for the Public Works Department. The project has been completed in accordance with the approved plans and specifications.

CONSEQUENCE OF NEGATIVE ACTION:

The subject action is standard procedure and allows for proper close-out of a project.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Michael J. Lango
313-7100

cc:

ATTACHMENTS

Resolution No.
2009/120

Recorded at the request of: GSD Capital Projects Management Division
Return To: Clerk of the Board of Supervisors

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 03/31/2009 by the following vote:

AYES: BONILLA, GIOIA, UILKEMA, PIEPHO & GLOVER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

RECUSE: NONE

Resolution No. 2009/120

Accepting and Giving Notice of Completion of Contract with Blossom Valley Construction, Inc.

The Board of Supervisors RESOLVES THAT:

The County of Contra Costa on July 8, 2008, contracted with Blossom Valley Construction, Inc. for Median Landscaping Project at Pacheco Boulevard between Second South Avenue and Center Avenue, Pacheco for the Public Works Department, Authorization No. WW0633, with Liberty Mutual Insurance Company as surety, for work to be performed on the grounds of the County; and

The Director of General Services reports that said work has been inspected and complies with the approved plans and specifications, and recommends its acceptance as complete as of March 31, 2009.

Therefore, said work is accepted as recommended above, and within ten (10) days after adoption of this Resolution and Notice, the Clerk shall file with the County Recorder a copy of this Resolution and Notice as a Notice of Completion for said contract.

Time extension to the date of acceptance is granted as the work was delayed due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.



Contact: Michael J. Lango 313-7100

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

ATTESTED: March 31, 2009

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

By: , Deputy

cc:

CERTIFICATION and VERIFICATION

I certify that the foregoing is a true and correct copy of a resolution and acceptance duly adopted and entered on the minutes of this Board's meeting on the above date. I declare under penalty of perjury that the foregoing is true and correct.

Recorded at the request of: GSD Capital Projects Management Division
Return To: Clerk of the Board of Supervisors

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

Adopted this Resolution on 03/31/2009 by the following vote:

AYES: ☐
NOES: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2009/120

Accepting and Giving Notice of Completion of Contract with Blossom Valley Construction, Inc.

The Board of Supervisors RESOLVES THAT:

The County of Contra Costa on July 8, 2008, contracted with Blossom Valley Construction, Inc. for Median Landscaping Project at Pacheco Boulevard between Second South Avenue and Center Avenue, Pacheco for the Public Works Department, Authorization No. WW0633, with Liberty Mutual Insurance Company as surety, for work to be performed on the grounds of the County; and

The Director of General Services reports that said work has been inspected and complies with the approved plans and specifications, and recommends its acceptance as complete as of March 31, 2009.

Therefore, said work is accepted as recommended above, and within ten (10) days after adoption of this Resolution and Notice, the Clerk shall file with the County Recorder a copy of this Resolution and Notice as a Notice of Completion for said contract.

Time extension to the date of acceptance is granted as the work was delayed due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

I hereby certify that this 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: Michael J. Lango 313-7100

ATTESTED: March 31, 2009

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

By: , Deputy

cc:

CERTIFICATION and VERIFICATION

I certify that the foregoing is a true and correct copy of a resolution and acceptance duly adopted and entered on the minutes of this Board's meeting on the above date. I declare under penalty of perjury that the foregoing is true and correct.



**Contra
Costa
County**

To: Board of Supervisors
From: Michael J. Lango, General Services Director
Date: March 31, 2009

Subject: Accept Resolution of Acceptance and Notice of Completion for the Office Remodel Project at 4545 Delta Fair Blvd., Antioch

RECOMMENDATION(S):

ADOPT Resolution No. 2009/119 accepting the contract between Vila Construction Company and Contra Costa County as complete for the Office Remodel Project at 4545 Delta Fair Blvd., Antioch.

FISCAL IMPACT:

There is no impact to the General Fund with the adoption of the Resolution of Acceptance and Notice of Completion

BACKGROUND:

On May 15, 2007, the County entered into a design-build contract with Vila Construction Company for the Office Remodel Project at 4545 Delta Fair Blvd., Antioch. The project has been completed in accordance with the approved plans and specifications and it is recommended that the project be accepted. The project was completed approximately one month ahead of schedule and under budget.

CONSEQUENCE OF NEGATIVE ACTION:

The subject action is standard procedure and allows for proper close-out of the project.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Mike Lango (925)
313-7200

ATTACHMENTS

Resolution No.
2009/119

Recorded at the request of: GSD Capital Projects Division
Return To: Clerk, Board of Supervisors

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

Adopted this Resolution on 03/31/2009 by the following vote:

AYES: BONILLA, GIOIA, UILKEMA, PIEPHO & GLOVER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

RECUSE: NONE

Resolution No. 2009/119

In the matter of accepting and giving Notice of Completion of contract with Vila Construction Company.

Now, therefore, be it resolved that County of Contra Costa on May 15, 2007, contracted with Vila Construction Company for The Office Remodel project at 4545 Delta Fair Blvd., Antioch, Authorization No. WH394B, with Liberty Mutual Insurance Company as surety, for work to be performed on the grounds of the County; and

The Director of General Services reports that said work has been inspected and complies with the approved plans and specifications, and recommends its acceptance as complete as of March 31, 2009.

Therefore, said work is accepted as recommended above, and within ten (10) days after adoption of this Resolution and Notice, the Clerk shall file with the County Recorder a copy of this Resolution and Notice as a Notice of Completion for said contract.

CERTIFICATION and VERIFICATION

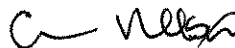
Contact: Mike Lango (925) 313-7200

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

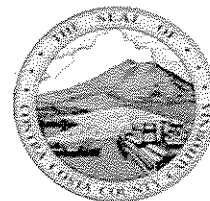
ATTESTED: March 31, 2009

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

By: , Deputy



cc: GSD - Accounting , Auditor , Risk Management , County Counsel , CAO , CPM Division Manager , CPM Project Manager , GSD Administration , GSD Clerical



I certify that the foregoing is a true and correct copy of a resolution and acceptance duly adopted and entered on the minutes of this Board's meeting on the above date. I declare under penalty of perjury that the foregoing is true and correct.

Recorded at the request of: GSD Capital Projects Division
Return To: Clerk, Board of Supervisors

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

Adopted this Resolution on 03/31/2009 by the following vote:

AYES: ☐
NOES: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2009/119

In the matter of accepting and giving Notice of Completion of contract with Vila Construction Company.

Now, therefore, be it resolved that County of Contra Costa on May 15, 2007, contracted with Vila Construction Company for The Office Remodel project at 4545 Delta Fair Blvd., Antioch, Authorization No. WH394B, with Liberty Mutual Insurance Company as surety, for work to be performed on the grounds of the County; and

The Director of General Services reports that said work has been inspected and complies with the approved plans and specifications, and recommends its acceptance as complete as of March 31, 2009.

Therefore, said work is accepted as recommended above, and within ten (10) days after adoption of this Resolution and Notice, the Clerk shall file with the County Recorder a copy of this Resolution and Notice as a Notice of Completion for said contract.

CERTIFICATION and VERIFICATION

Contact: Mike Lango (925) 313-7200

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

ATTESTED: March 31, 2009

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

By: , Deputy

cc: GSD - Accounting , Auditor , Risk Management , County Counsel , CAO , CPM Division Manager , CPM Project Manager , GSD Administration , GSD Clerical

I certify that the foregoing is a true and correct copy of a resolution and acceptance duly adopted and entered on the minutes of this Board's meeting on the above date. I declare under penalty of perjury that the foregoing is true and correct.



**Contra
Costa
County**

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: March 31, 2009

Subject: CDE School Age Resource CSCC 8030 FY 2008-09

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract to accept funding from California Department of Education for School Age Resources in an amount not to exceed \$2,019 for the period July 1, 2008 through June 30, 2009. (All Districts) (No County match)

FISCAL IMPACT:

Funding will be appropriated into the Department's FY 2008-09 budget. No County costs. 100%

BACKGROUND:

California Department of Education (CDE) funds contracts state-wide for child development, childcare and education services. The County receives funds to operate CDE programs via the Employment & Human Services Department. This agreement (CSCC 8030 School-Age Resource) is distributed by the State as funds are available. The Department received the contract for processing from the State on March 5, 2009 for the FY 2008-09. The delay was due to the protracted state budget process, which did not make the funds available until this date.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: C. Youngblood, 3-1712

cc: Cassandra Youngblood, Ressie Dayco

BACKGROUND: (CONT'D)

Approval of this contract will allow the purchase of resources in support of County-operated childcare and development programs serving school-age children ages five through twelve years.

CSCC 8030 / CCDF School Age Resource
39-841-1

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: March 31, 2009

Subject: CSBG Contract Amendment to increase FY 2008-09 funding

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract amendment to accept funding from the California Department of Community Services and Development to increase the payment limit by \$169,007 to a new payment limit of \$796,157 for Community Services Block Grant program services with no change to the term January 1, 2008 through December 31, 2009.

FISCAL IMPACT:

100% State funding.

No county match required.

Funding will be included in the Department's FY 2009-10 budget.

BACKGROUND:

On January 22, 2008 the Board authorized the Department to accept funds from the California Department of Community Services and Development in support of the Community Services Block Grant (CSBG) program which is operated by the Department's Community Services Bureau.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: C. Youngblood, 3-1712

cc: Cassandra Youngblood, Caylin Patterson, Sam Mendoza

BACKGROUND: (CONT'D)

The funding amount is based on the County's low-income population which meets federal poverty guidelines. The initial award was a partial allocation until the State budget process was further resolved. An amendment to increase the allocation was accepted by the Board on April 8, 2008.

This amendment provides initial funding for the 2009 portion of the contract. It is also a partial allocation pending resolution of the State budget.

08F-4908

39-813-17

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department's Community Services Bureau supports three of Contra Costa County's community outcomes - *Outcome 1*: "Children Ready for and Succeeding in School," *Outcome 3*: "Families that are Economically Self-sufficient," and *Outcome 4*: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: March 31, 2009

Subject: E.Bay Comm Fdntn Grant - Early Childhood Assessment (IRIS)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Department director, or designee, to accept funding from East Bay Community Foundation in an amount not to exceed \$15,000 for implementation of an early childhood assessment tool during the period February 1, 2009 through January 31, 2010.

FISCAL IMPACT:

No County match
100% grant funding

BACKGROUND:

East Bay Community Foundation has awarded the County \$15,000 to implement the Devereux Early Childhood Assessment tool in support for Identification, Referral, Intervention Systems (IRIS). Approval of this award will allow the Department to successfully assess and provide services to children and families enrolled in Community Services Bureau early childhood education programs.

39-905

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: C. Youngblood, 3-1712

cc: Cassandra Youngblood, Caylin Patterson, Vickie Kaplan

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



**Contra
Costa
County**

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: March 31, 2009

Subject: General Childcare and Development CCTR 8039 Amend 1 FY 2008-09

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute and submit a contract amendment to include updated 2009 Funding Terms and Conditions from California Department of Education with no change to the payment limit or term July 1, 2008 through June 30, 2009.

FISCAL IMPACT:

100% State funding.
No County match required.

BACKGROUND:

On July 8, 2008 the Board approved receipt of funds from California Department of Education (CDE) for General Childcare and Development programs operated by the Department's Community Services Bureau. The funds are under contract CCTR 8039 (39-801-16) in the amount of \$9,181,121.

This amendment does not add funds to the contract but is for the purpose of incorporating the amended FY 2008-09 CDE Funding Terms and Conditions to include new information

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 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

BACKGROUND: (CONT'D)

and documentation requirements for program eligibility regarding adjusted monthly income, employment seeking activities, and homelessness status. CCTR 8039 Amend 1 39-801-17

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Grant Agreement #28-741-3 with the San Francisco Foundation

RECOMMENDATION(S):

Authorize the Health Services Director or his designee (Wendel Brunner, M.D.), to execute, on behalf of the County, Grant Agreement #28-741-3 (56381) with the San Francisco Foundation, to pay the County an amount not to exceed \$30,000, for the County's TeenAge Program, Public Health Teen Navigator Project, for the period from January 1, 2009 through December 31, 2009. In accordance with the terms of the Agreement, County shall defend, indemnify and hold the San Francisco Foundation, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fee and expenses) directly, indirectly, wholly or partially arising from or in connection with any act or omission of County, its employees or agents.

FISCAL IMPACT:

Approval of this Agreement will result in \$30,000 from the San Francisco Foundation for the County's, TeenAge Program, Public Health Teen Navigator Project. No County funds are required.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

Contact: Wendel Brunner, M.D.
313-6712

By: Celicia Nelson, Deputy

BACKGROUND:

The County's TeenAge Program (TAP), the Family, Maternal and Child Health Programs, and the Public Health Clinical Services are working in collaboration with school districts. Funding for the Teen Navigator Project will provide services and support to uninsured and under-insured adolescents at Gompers High School in Contra Costa County in order to increase their access to health education, health insurance and youth-friendly health services. Youth will receive accurate health information through presentations, assistance with challenging insurance qualification processes and options, and support in making and keeping clinic appointments.

Approval of Grant Agreement #28-741-3 will provide funding to support health insurance enrollment assistance, health services navigation, and health education to high school students in Contra Costa County, through December 31, 2009.

Three certified and sealed copies of the Board Order should be returned to the Contracts and Grants Unit.



**Contra
Costa
County**

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: March 31, 2009

Subject: Health Insurance Counseling and Advocacy Program (HICAP) Funding

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an amended contract with the California Department of Aging to increase the amount paid to the County by \$27,165 to a total funding not to exceed \$305,481 for the Health Insurance Counseling and Advocacy Program (HICAP) for the period of July 1, 2008 through June 30, 2009.

FISCAL IMPACT:

No County costs. Per California Department of Aging, Amendment 2 (HI-0809-07), County to receive increased funding by \$27,165 for a total funding amount of \$305,481.

BACKGROUND:

The Employment and Human Services Department, Area Agency on Aging provides Health Insurance Counseling and Advocacy Services to Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibiltiy as defined by Welfare and Institutions Code (W&I) Sections 9541 (a) and (c)(2), and to the public at large for HICAP community education services under W&I Code Sections 9541 (c)(1), (4), (5), and (6). The amendment will allow continued and increased HICAP services to the residents of Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Elaine Burres 313-1717

cc:



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Interagency Agreement #28-711-4 with John Swett Unified 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 #28-711-4 with John Swett Unified School District, to pay the County an amount not to exceed \$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 John Swett Unified School District to pay County \$600 to support the Public Health Department's Scoliosis Screening Project, through January 31, 2010. No County funds are required.

BACKGROUND:

Under Interagency Agreement #28-711-4 the County will provide scoliosis screening services to John Swett Unified School District students, through January 31, 2010.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

Contact: Wendel Brunner, M.D.,
313-6712

By: Celicia Nelson, Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: March 31, 2009

Subject: Santa Clara Public Health CHEW grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Department director, or designee, to accept funding from Santa Clara County Public Health Department in an amount to to exceed \$4,022 for cooking demonstration classes for Head Start and Early Head Start parents for the period February 19, 2009 through September 7, 2009.

FISCAL IMPACT:

No County match
100% grant funding

BACKGROUND:

Santa Clara County Public Health Department's Bay Area Nutrition & Physical Activity Collaborative is awarding the County \$4,022 to implement the Cooking Health Every Way (CHEW) project which consists of cooking demonstration classes for Head Start and Early Head Start parents. The classes will provide parents with healthy meal choices and recipes; will assist parents with identifying and preparing healthy and well-balanced meals for their families; and will provide several resources to encourage action and conversation

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: C. Youngblood, 3-1712

cc: Cassandra Youngblood, Caylin Patterson, Vickie Kaplan

BACKGROUND: (CONT'D)

about healthy eating and living. The class curriculum will utilize a culturally competent approach that embraces the diversity of the County's Head Start and Early Head Start population.

Approval of the grant will allow provision of nutrition education and hands-on learning opportunities for families served by the Department's Community Services Bureau.

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Standard (Amendment) Agreements #24-760-17 and #24-760-18 with the State Department of Rehabilitation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand) to execute on behalf of the County:

1) Standard (Amendment) Agreement #24-760-17 (#26370, 02) with the State Department of Rehabilitation, effective July 1, 2008, to amend Contract #24-760-15 (as amended by Amendment #24-760-16), to increase the payment limit by \$41,389 from \$2,483,364 to a new total payment limit of \$2,524,753 for fiscal year 2008/2009, with no change in the original term of July 1, 2006 through June 30, 2009; and

2) Standard (Amendment) Agreement #24-760-18 with the State Department of Rehabilitation, effective January 1, 2009, to amend Contract #24-760-15 (as amended by Amendments #24-760-16 and #24-760-17), to increase the payment limit by \$213,556 from \$2,524,753 to a new total payment limit of \$2,738,309 for fiscal year 2008/2009, with no change in the original term of July 1, 2006 through June 30, 2009.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand,
313-6411

cc: Jacqueline Pigg, Barbara Borbon

FISCAL IMPACT:

Approval of these Amendments by the State Department of Rehabilitation will provide additional funding totaling \$254,945 for fiscal year 2008/2009. No County funds are required.

BACKGROUND:

On August 8, 2006, the Board of Supervisors approved Standard Agreement #24-760-15 (as amended by Amendment #24-760-16 with the State Department of Rehabilitation, to pay the County to provide vocational rehabilitation services for individuals with psychiatric disorders for the period from July 1, 2006 through June 30, 2009.

Approval of Standard (Agreement) Amendments #24-760-17 and #24-760-18 will allow the state to continue to pay the County and enable the County's clients to continue participating in comprehensive rehabilitation plans that provide job skills development, career counseling, coaching in job application skills, job development and placement, and follow-up services through June 30, 2009.

Five certified and sealed copies of this Board Order should be returned to the Contracts and Grants Unit for submission to the State Department of Rehabilitation. The State requires that all five copies have original signatures attesting to Board approval.



Contra
Costa
County

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: March 31, 2009

Subject: US Dept of Educ Fndtn for Learning Grants Program FY 2009-10

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Department Director, or designee, to submit an application and accept funds from the U. S. Department of Education in an amount not to exceed \$300,000 to implement and evaluate the effectiveness of The Incredible Years pre-school to kindergarten transition program.

FISCAL IMPACT:

100% Federal funds

CFDA #84.215H

No County match

BACKGROUND:

In an effort to address

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: C. Youngblood, 3-1712

cc: Cassandra Youngblood, Caylin Patterson, Vickie Kaplan

BACKGROUND: (CONT'D)

a lack of programs that focus on a child's emotional, social and behavioral development in preparation for successful transition to kindergarten, the Department's Community Services Bureau plans to partner with FamiliesFirst, Inc. a community based Kinship Supportive Services program.

If awarded, the project proposes to meet the following goals: (1). To implement an evidence based, early intervention program: The Incredible Years; (2). To reduce barriers encountered by parents through coordinating and facilitating access to individualized services through community resources; (3). To evaluate the success of the Incredible Years program to increase children's social, emotional and behavioral competence as well as the success of parents and their families accessing individualized services through community resources.

CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the Employment & Human Services Department's Head Start program supports two of Contra Costa County's community outcomes: "Children Ready for and Succeeding in School" and "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract #22-611-23 with New Connections

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, MD) to execute on behalf of the County, Contract #22-611-23 with New Connections, a non-profit corporation, in an amount not to exceed \$106,350, to provide services to County residents with HIV disease for the period from March 1, 2009 through February 28, 2010.

FISCAL IMPACT:

This Contract is 100% Federally funded, by the State, through the Ryan White HIV/AIDS Treatment Modernization Act of 2006, through an inter-governmental agreement with Alameda County, who is the Grantee of these funds. No County funds are required.

BACKGROUND:

This Contract meets the social needs of County's population in that it provides substance-abuse related counseling, advocacy, referral and placement service to County residents living with HIV/AIDS disease who are also substance abusers to decrease their substance abuse, improve and/or maintain their health status, and promote stability in their lives. On April

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

Contact: Wendel Brunner, M.D.
313-6712

By: Celicia Nelson, Deputy

BACKGROUND: (CONT'D)

1, 2008, the Board of Supervisors approved Contract #22 611 20 (as amended by Contract Amendments #22-611-21 and #22-611-22), with New Connections, for the period from March 1, 2008 through February 28, 2009, for the provision of support services to County residents with HIV disease. Approval of Contract #22-611-23 will allow the Contractor to continue providing services through February 28, 2010.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Amendment #23-365-6 with Global Vision Consortium

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Art Lathrop) to execute on behalf of the County, Contract Amendment Agreement #23-365-5 with Global Vision Consortium, a corporation, effective March 1, 2009, to amend Contract #23-365-1 (as amended by subsequent Agreements #23-365-2 through #23-365-5) to increase the payment limit by \$97,000, from \$120,990 to a new payment limit of \$217,990 with no change in the term of January 15, 2006 through August 31, 2009.

FISCAL IMPACT:

This Contract is funded 100% by Federal Health Resources and Services Administration (HRSA) National Bioterrorism Hospital Preparedness Program funds, through the State Department of Health Services. No County funds are required.

BACKGROUND:

In May 2006, the County Administrator approved and the Purchasing Services Manager executed Contract #23-365-1 (as amended by subsequent Agreements #23-365-2 through #23-365-5) with Global Vision Consortium for the period from January 15, 2006 through

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Art Lathrop 646-4690

cc: L Smith, B Borbon

BACKGROUND: (CONT'D)

August 31, 2009, to assist the County's Emergency Medical Services (EMS) Director with regard to developing plans for disaster preparedness for community clinics. Approval of Contract Amendment Agreement #23-365-6 will allow the Contractor to provide additional emergency preparedness training services, through August 31, 2009.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract #24-807-2 with Staff Care, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand) to execute on behalf of the County, Contract #24-807-2 with Staff Care, Inc., a corporation, in an amount not to exceed \$300,000, to provide temporary psychiatric physician services, for the period from May 1, 2009 through April 30, 2010.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment

BACKGROUND:

For several years, the County has contracted with registries to provide temporary licensed personnel to assist during peak loads, temporary absences, and emergency situations.

On May 20, 2008, the Board of Supervisors approved Contract #24-807-1 with Staff Care, Inc., for the period from May 1, 2008 through April 30, 2009, for the provision of temporary psychiatric registry coverage services for the Mental Health Division Outpatient Clinics, to cover vacations, sick leave, and extended leaves of County-employed Psychiatrist.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **03/31/2009**



APPROVED AS



OTHER

RECOMMENDED

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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand 957-5111

cc: B Borbon, L Smith

BACKGROUND: (CONT'D)

Approval of Contract #24-807-2 will allow the Contractor to continue providing services through April 30, 2010.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Amendment #74-070-11 with FamiliesFirst, 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 #74-070-11 with FamiliesFirst, Inc., a non-profit corporation, effective March 1, 2009, to amend Novation Contract #74-070-10, to increase the payment limit by \$145,000, from \$350,000 to a new payment limit of \$495,000, with no change in the original term of July 1, 2008 through June 30, 2009, and to increase the six-month automatic extension payment limit by \$72,500, from \$175,000, to a new automatic extension payment limit of \$247,500.

FISCAL IMPACT:

This Contract is funded 40% by Federal Medi-Cal, 40% by State Early and Periodic Screening, Diagnosis, and Treatment (EPSDT), and 20% by Individuals with Disabilities Education Act (IDEA/SB 90).

The Contractor will bill Medi-Cal through the current County system under the Rehabilitation Option for all eligible services, and the Federal Financial Participation will accrue to the County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand 957-5111

cc: B Borbon, L Smith

BACKGROUND:

On December 9, 2008, the Board of Supervisors approved Novation Contract #74-070-10 with FamiliesFirst, Inc. for the period from July 1, 2008 through June 30, 2009, which includes a six-month automatic extension through December 31, 2009, for the provision of an intensive day treatment program for seriously emotionally disturbed (SED) adolescents.

Approval of Contract Amendment Agreement #74-070-11 will allow the Contractor to provide services to additional SED adolescents, through June 30, 2009.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Amendment #74-157-13 with LocumTenens.com, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute on behalf of the County, Contract Amendment Agreement #74-157-13 with LocumTenens.com, LLC, a limited liability company, effective March 1, 2009, to amend Contract #74-157-12, to increase the payment limit by \$45,000, from \$99,000 to a new payment limit of \$144,000, with no change in the original term of November 1, 2008 through October 31, 2009.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment.

BACKGROUND:

On January 6, 2009, the Board of Supervisors approved Contract #74-157-12 with LocumTenens.com, LLC, for the period from November 1, 2008 through October 31, 2009, for the provision of temporary help psychiatrists. Approval of Contract Amendment Agreement #74-157-13 will allow the Contractor to provide additional services, through October 31, 2009.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand 957-5111

cc: B Borbon, L Smith



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Amendment #74-333-1 with Star View Adolescent Center, 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 #74-333-1 with Star View Adolescent Center, Inc., a non-profit corporation, effective April 1, 2009, to amend Contract #74-333, to increase the payment limit by \$77,887, from \$182,113 to a new payment limit of \$260,000, with no change in the original term of April 3, 2008 through June 30, 2009, and to increase the automatic extension payment limit by \$44,174, from \$62,117 to a new automatic extension payment limit of \$106,291, and no change in the term of the automatic extension, through December 31, 2009.

FISCAL IMPACT:

This Contract is funded 24% by Federal Medi-Cal (FFP), 24% by State Early and Periodic Screening, Diagnosis, and Treatment (EPSDT), and 52% by State Community Treatment Facility (CTF) and Mental Health Realignment.

BACKGROUND:

On August 12, 2008, the Board of Supervisors approved Contract #74-333

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand 957-5111

cc: B Borbon, L Smith

BACKGROUND: (CONT'D)

with Star View Adolescent Center, Inc., for the period from April 3, 2008 through June 30, 2009, for the provision of residential treatment services for County's adolescent clients. Approval of Contract Amendment Agreement #74-333-1 will allow the Contractor to provide services to additional adolescent clients, through June 30, 2009.



**Contra
Costa
County**

To: Board of Supervisors
From: Catherine Kutsuris, Conservation & Development Director
Date: March 31, 2009

Subject: Allocation of Park Dedication Funds to Martinez Unified School District - Improvements to Las Juntas Elementary School Playground

RECOMMENDATION(S):

AUTHORIZE the Auditor-Controller to issue a warrant in the amount of \$38,850 to the Martinez Unified School District from Park Dedication Trust Fund account No. 8136 420832001 to finance the purchase and installation of a playground shade structure at the Las Juntas Elementary School located at 4105 Pacheco Blvd.

FISCAL IMPACT:

None (100% Park Dedication Trust Account).

BACKGROUND:

The Martinez Unified School District (the District) requests park dedication funds to finance the installation of a shade structure at Las Juntas Elementary School located at 4105 Pacheco Boulevard in the unincorporated County. It is the policy of the County to utilize park dedication funds to meet local park needs. Staff has determined that this request is consistent with that policy and is consistent with the District's plan to improve the recreation area at Las Juntas which is used by the students and residents of the surrounding neighborhoods.

The recreation area at Las Juntas consists

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Bob Calkins, 335-7220

cc: Lyn Oco, Auditor Controller

BACKGROUND: (CONT'D)

of an open play field, a large play structure, a quarter-mile running track, and basketball court. Not only is the recreation area used by students during the school year, but according to the District, many community members walk the track in the early mornings, evenings and on weekends; the basketball courts are frequently busy with neighborhood pick-up games; and the play structure is used by children during non-school hours. In addition, the large play field is used by the Heritage Soccer Association. The District has re-stated its commitment to continue to provide community access to this recreation area during all non-school hours.

The District proposes to install a 30x50 feet shade structure to cover the existing play structure. This structure, which is pre-approved by the Department of State Architect, will provide much needed shade and protection during inclement weather. The District has received a bid in the amount of \$38,850 that includes the cost of the structure and installation. If the Board approves this request, the project is expected to take two months to complete and the balance in the Park Dedication account (32001) will be approximately \$38,000.



Contra
Costa
County

To: Board of Supervisors
From: Stephen L. Weir, Clerk-Recorder
Date: March 31, 2009

Subject: Contract - Payable Amendment - Pitney-BowesOlympus Relia-Vote System

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract amendment with Pitney Bowes, effective April 1, 2009, to increase the payment limit by \$33,223 to a new payment limit of \$691,019, to upgrade to the Olympus Relia-Vote System, with no change to the original contract term of Decemeber 19, 2006 through December 31, 2011.

FISCAL IMPACT:

No fiscal impact. Reimbursable under the Help America Vote Act (HAVA) of 2002, and the Secretary of State has been asked for preauthorization, or may be billed to the State as part of the cists incurred for the May 19, 2009 Statewide Special Election.

BACKGROUND:

The Wave II upgrade to the Pitney Bowes Olympus Relia-Vote System is needed to provide for accurate and timely handling of vote by mail ballots as required by law and Uniform Vote Counting Procedures, including return identification envelope signature verification prior to opening and removal of the ballot; and sorting of ballots for tabulation by precinct for the May 19, 2009 Statewide Special Statewide Election and any future elections called with a ballot return period which overlaps another election.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Candy Lopez, 335-7808

cc: Candy Lopez, Debi Cooper

CONSEQUENCE OF NEGATIVE ACTION:

The Wave II upgrade to the Pitney-Bowes Relia-Vote System cannot be completed in time to assist in the accurate and timely processing of vote by mail ballots for the May 19, 2009 Statewide Special Election, which overlaps the return period for another local election called prior to the statewide election for an established election date in early May. Installing the upgrade at a future date may not be reimbursable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract Amendment Agreement #22-876-10 with Dori Maxon (dba Pediatric Contracting Services)

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 #22-876-10 with Dori Maxon (dba Pediatric Contracting Services), a sole proprietor, effective March 1, 2009, to amend Contract #22-876-9 to increase the payment limit by \$60,000, from \$180,000 to a new payment limit of \$240,000 with no change in the original term of July 1, 2008 through June 30, 2009.

FISCAL IMPACT:

This Contract is funded 50% State California Children's Services and 50% County funds.

BACKGROUND:

On August 19, 2008, the Board of Supervisors approved Contract #22-876-9 with Dori Maxon (dba Pediatric Contracting Services), for the period from July 1, 2008 through June 30, 2009 to provide occupational and physical therapy services for the County's California Children Services.

Approval of Contract Amendment Agreement #22-876-10 will allow the Contractor to provide additional services through June 30, 2009.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

Contact: Wendel Brunner, M.D.,
313-6712

By: Celicia Nelson, Deputy



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract Amendment Agreement #26-338-11 with American Red Cross Blood Services

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 #26-338-11 with American Red Cross Blood Services, a Non-Profit Corporation, effective March 1, 2009, to amend Contract #26-338-10, to increase the total payment limit by \$300,000 from \$500,000 to a new total payment limit of \$800,000, with no change in the original term of January 1, 2008 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 for services.

BACKGROUND:

On January 8, 2008, the Board of Supervisors approved Contract #26-338-10 with American Red Cross Blood Services, for the period from January 1, 2008 through December 31, 2009, to provide total blood and blood component products and associated services as needed for patients



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: 03/31/2009



APPROVED AS



OTHER

RECOMMENDED

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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Jeff Smith, M.D.,
370-5113

BACKGROUND: (CONT'D)

at the Contra Costa Regional Medical Center.

Approval of Contract Amendment Agreement #26-338-11 will allow Contractor to provide additional blood and blood component products services through December 31, 2009.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract Amendment Agreement #26-515-6 with Nighthawk Radiology Services, LLC

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 #26-515-6 with Nighthawk Radiology Services, LLC, a limited liability company, effective March 1, 2009, to amend Contract #26-515 (as amended by Amendment Agreement #26-515-1 through #26-515-4), to increase the payment limit by \$105,000, from \$565,000 to a new payment limit of \$670,000 with no change in the original term of March 1, 2005 through February 28, 2010.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I.

BACKGROUND:

On March 1, 2005, the Board of Supervisors approved Contract #26-515 (as amended by Amendment Agreements #26-515-1 through #26-515-4) with Nighthawk Radiology Services LLC, for the period from March 1, 2005 through February 28, 2010, for the provision of teleradiology services at Contra Costa Regional Medical Center and Contra Costa Health Centers.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 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)

Approval of Contract Amendment Agreement #26-515-6 will allow the Contractor to provide additional services due to an increase in utilization, through February 28, 2010.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract Amendment Agreement #26-567-3 with John Echols, 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 #26-567-3 with John Echols, M.D. (Specialty: Psychiatry), a self-employed individual, effective January 1, 2009, to amend Contract #26-567 (as amended by Amendment Agreements #26-567-1 and #26-567-2) to increase the payment limit by \$200,000 from \$1,200,000 to a new total payment limit of \$1,400,000, with no change in the original term of June 1, 2006 through May 31, 2009.

FISCAL IMPACT:

This Contract is 100% included in the Health Services Department Enterprise Fund I.

BACKGROUND:

On June 13, 2006, the Board of Supervisors approved Contract #26-567 (as amended by Amendment Agreements #26-567-1 and #26-567-2) with John Echols, M.D. to provide psychiatrist patient care services for Psychiatric Emergency Services (PES) and Inpatient Psychiatry, including, but limited to teaching, consultation, administrative functions, attending meetings regarding

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☐ APPROVED AS
RECOMMENDED

☒ OTHER

Clerks Notes:

Pulled from consideration

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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: JEFF SMITH, M.D.,
370-5113

BACKGROUND: (CONT'D)

the Performance Improvement Committee, and to act on behalf of the County as a Psychiatry Representative for Contra Costa Regional Medical Center through May 31, 2009.

Approval of Contract Amendment Agreement #26-567-3 will allow the Contractor to provide additional hours of psychiatric services, through May 31, 2009.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract Amendment Agreement #26-611-1 with Dennis McBride, 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 #26-611-1 with Dennis McBride, M.D. (Specialty: Primary Care), a self-employed individual, effective February 1, 2009, to amend Contract #26-611, to increase the payment limit by \$100,000, from \$405,500 to a new payment limit of \$505,500 with no change in the original term of September 1, 2007 through August 31, 2009.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I.

BACKGROUND:

On October 16, 2007, the Board of Supervisors approved Contract #26-611 with Dennis McBride, M.D., for the period from September 1, 2007 through August 31, 2009, for the provision of primary care physician services for patients at the County's Adult and Juvenile Detention Facility including, but not limited to, clinical coverage, consultation, training, medical

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Jeff Smith, M.D.,
370-5113

BACKGROUND: (CONT'D)

and/or surgical procedures and on-call coverage, through August 31, 2009.

Approval of Contract Amendment Agreement #26-611-1 will allow the Contractor to provide additional services due to an increase in utilization, through August 31, 2009.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract Amendment Agreement #26-911-20 with Thomas B. Hargrave III, 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 #26-911-20 with Thomas B. Hargrave III, M.D. (Specialty: Gastroenterology), a self-employed individual, effective April 1, 2009, to amend Contract #26-911-19, to increase the payment limit by \$15,000, from \$300,000 to a new payment limit of \$315,000, with no change in the original term of June 1, 2006 through May 31, 2009.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I.

BACKGROUND:

On July 11, 2006, the Board of Supervisors approved Contract #26-911-19 with Thomas B. Hargrave III, M.D. for the period from June 1, 2006 through May 31, 2009, for the provision of gastroenterology services at Contra Costa Regional Medical Center and Contra Costa Health Centers.

Approval of Contract Amendment

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Jeff Smith, M.D.,
370-5113

BACKGROUND: (CONT'D)

Agreement #26-911-20 will allow the Contractor to provide additional gastroenterology services due to an increase in utilization, through May 31, 2009.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract Amendment Agreement #26-975-3 with Mark Van Handel, 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 #26-975-3 with Mark Van Handel, M.D. (Specialty: Neurology), a self-employed individual, effective April 1, 2009, to amend Contract #26-975-2, to increase the payment limit by \$47,280, from \$643,176 to a new payment limit of \$690,456, with no change in the original term of July 1, 2006 through June 30, 2009.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I.

BACKGROUND:

On July 11, 2006, the Board of Supervisors approved Contract #26-975-2 with Mark Van Handel, M.D. for the period from July 1, 2006 through June 30, 2009, for the provision of Neurology services at Contra Costa Regional Medical Center and Contra Costa Health Centers.

Approval of Contract Amendment Agreement

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 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)

#26-975-3 will allow the Contractor to provide additional services neurology 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: March 31, 2009

Subject: Contract Amendment Agreement #74-083-18 with LaCheim School, 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 #74-083-18 with LaCheim School, Inc., a non-profit corporation, effective March 1, 2009, to amend Contract #74-083-17 to increase the payment limit by \$370,000, from \$1,200,000 to a new payment limit of \$1,570,000 with no change in the original term of July 1, 2008 through June 30, 2009.

FISCAL IMPACT:

This Contract is funded 50% by Federal FFP, 46% by State Early and Periodic Diagnosis, Screening and Treatment (EPSDT), and 4% by Mental Health Realignment.

BACKGROUND:

The State Department of Mental Health has been working in collaboration with the County's Mental Health Division to establish a mandated program to provide TBS to children ages 0-21 years of age, who participate in the EPSDT Supplemental Specialty Mental Health Services. This program will provide services to eligible Medi-Cal beneficiaries under 21 years of age

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand 957-5111

BACKGROUND: (CONT'D)

who meet the Mental Health Plan medical necessity criteria, who are members of the certified class and who meet the criteria for needing these services.

On December 9, 2008, the Board of Supervisors approved Novation Contract #74-083-17 La Cheim School, Inc., to provide Therapeutic Behavioral Services, for the period July 1, 2008 through June 30, 2009 (which included a six month automatic extension through December 31, 2009).

Approval of Contract Amendment Agreement #74-083-18 will allow the Contractor to provide additional services through June 30, 2009.

CHILDREN'S IMPACT STATEMENT:

This TBS program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected outcomes include all goals identified by Children's Statewide System of Care guidelines including an increase in family satisfaction - as measured by the Parent Satisfaction Survey, decreased use of acute care system; and placement at discharge to a lower level of care.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract Amendment Agreement #76-521-6 with Nanda K. Sinha, 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 #76-521-6 with Nanda K. Sinha, M.D., effective December 1, 2008 to amend Contract #76-521-3 (as amended by Contract Amendment Agreements #76-521-4 and #76-521-5), to increase the total payment limit by \$105,000 from \$730,000 to a new total payment of \$835,000, with no change in the original term of April 1, 2006 through March 31, 2009.

FISCAL IMPACT:

100% Enterprise Fund I.

BACKGROUND:

On April 25, 2006, the Board of Supervisors approved Contract #76-521-3 (as amended by Contract Amendment Agreement #76-521-4 and #76-521-5) with Nanda K. Sinha, M.D., for the period from April 1, 2006 through March 31, 2009, to provide orthopedic surgery services for patients at Contra Costa Regional Medical Center and Contra Costa Health Centers including, but not limited to, acting on behalf of the County as Chief of Orthopedic, providing clinical coverage and consultation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 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)

Due to an increase in utilization of orthopedic surgeries, the levels of utilization were actually higher than originally anticipated. Approval of Contract Amendment Agreement #76-521-6 will allow the Contractor to provide additional orthopedic services at Contra Costa Regional Medical Center and Contra Costa Health Centers, through March 31, 2009.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract Cancellation #74-271-66 (1) with Awakening Counseling Center

RECOMMENDATION(S):

Acknowledge receipt of notice from Awakening Counseling Center, a non-profit corporation, requesting termination of Contract #74-271-66 with Awakening Counseling Center, effective at the close of business on February 1, 2009.

FISCAL IMPACT:

This Contract is funded 100% by Medi-Cal Funds offset 50% State and 50% Federal.

BACKGROUND:

On November 6, 2007, the Board of Supervisors approved Contract #74-271-66 with Awakening Counseling Center for the period from November 1, 2007 through June 30, 2009 to provide Medi-Cal specialty mental health services.

The purpose of this Board Order is to advise the Board of Supervisors that the Department and the Contractor have agreed to terminate Contract #74-271-66, effective at the close of business on February 1, 2009.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Doona Wigand 957-5111

cc: Demetria Gary, Barbara Borbon



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract #26-395-8 with LocumTenens.com, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Jeff Smith, MD) to execute on behalf of the County, Contract #26-395-8 with LocumTenens.com, LLC, a limited liability company, in an amount not to exceed \$500,000, to provide recruitment services and temporary physician services at Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from March 1, 2009 through February 28, 2010.

FISCAL IMPACT:

This Contract is funded 100% by Health Services Department Enterprise Fund I. As appropriate, patients and/or third-party payors will be billed for services.

BACKGROUND:

For a number of years, the County has contracted with registries to provide temporary qualified physicians to work as temporary and permanent employees to ensure appropriate medical physician and inpatient psychiatry staff coverage at Contra Costa Regional Medical Center and Contra Costa Health Centers.

On

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Jeff Smith, M.D.,
370-5113

BACKGROUND: (CONT'D)

April 8, 2008, the Board of Supervisors approved Contract #26-395-6 (as amended by Amendment Agreement #26-395-7) with LocumTenens.com, LLC to provide recruitment and temporary physician services at Contra Costa Regional Medical Center and Health Centers for the period from March 1, 2008 through February 28, 2009.

Approval of Contract #26-395-8 will allow the Contractor to continue to provide recruitment services and temporary physician services, through February 28, 2010.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract #27-575-4 with Choice Medical Clinic, Inc. (dba Choice Medical Group)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Patricia Tanquary), to execute on behalf of the County, Contract #27-575-4 with Choice Medical Clinic, Inc. (dba Choice Medical Group), a corporation, in an amount not to exceed \$110,000, to provide professional Family Planning/Gynecology services for Contra Costa Health Plan (CCHP) members for the period from April 1, 2009 through March 31, 2011.

FISCAL IMPACT:

This Contract is funded 100% by CCHP 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 May 13, 2008, the Board of Supervisors approved Contract #27-575-3 with Choice Medical Clinic, Inc., (dba Choice Medical Group) for the period from April 1, 2008 through March 31, 2009, to provide professional Family

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 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)

Planning/Gynecology services. Approval of Contract #27-575-4 will allow the Contractor to continue to provide Family Planning/Gynecology services through March 31, 2011.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Contract #74-334-1 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, Contract #74-334-1 with Seneca Residential and Day Treatment Center for Children, a non-profit corporation, in an amount not to exceed \$250,000, to provide school-based mental health services for Seriously Emotionally Disturbed students, for the period from January 1, 2009 through June 30, 2009.

FISCAL IMPACT:

This Contract is funded 20% by Federal FFP Medi-Cal, 20% by State Early and Periodic Screening, Diagnosis and Treatment (EPSDT), and 60% by Individuals with Disabilities Education Act (IDEA/SB 90).

BACKGROUND:

This Contract meets the social needs of County's population in that it provides school-based mental health services, including assessments; individual, group and family therapy; medication support; case management; outreach; and crisis intervention services for Seriously Emotionally Disturbed (SED) school aged children and their families. On

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Donna Wigand,
957-5111

BACKGROUND: (CONT'D)

August 19, 2008, the Board of Supervisors approved Contract #74–334, with Seneca Residential and Day Treatment Center for Children for the period February 1, 2008 through December 31, 2008 for the provision of TBS to County referred clients, ages 0-21 years of age, at Seneca Residential and Day Treatment Center for Children for the provision of school-based mental health services.

Approval of Contract #74 334-1 will allow 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: Joe Valentine, Employment & Human Services Director
Date: March 31, 2009

Subject: Issuance of Request for Proposal for a Receiving Center

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to issue Request for Proposal (RFP) #1110 for a Receiving Center to provide shelter, food, clothing, and medical services to children who have been removed from their homes in an amount not to exceed \$200,000.

FISCAL IMPACT:

\$200,000: 100% County Funds

BACKGROUND:

The Employment and Human Services Department (EHSD), Children and Family Services Bureau (CFS), will be soliciting competitive bids to establish a Receiving Center in Contra Costa County to provide food, shelter, clothing, and medical care to children who have been removed from their homes. The Receiving Center will enable EHSD CFS to increase the number of children who can safely return to their families or relatives without going into emergency foster care. By providing time for family assessment, the center reduces the number of disruptive placements to which a child is subjected.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: 925.313.1648

cc: Rhonda Smith, Valerie Earley, Earl Maciel



Contra
Costa
County

To: Board of Supervisors
From: Warren Rupf, Sheriff-Coroner
Date: March 31, 2009

Subject: Purchase and Installation of Interoperability Equipment Needed to Upgrade Contra Costa County's Microwave Communication System

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Harris Stratex Networks, Inc., in the amount of \$924,096 for the purchase and installation of communications interoperability equipment for the East Bay Regional Communications System - West County Cell.

FISCAL IMPACT:

No net County costs: 75% of the equipment and installation costs are included in the 2007 Community Oriented Policing Services (COPS) Grant Program administered through the City of San Francisco's Department of Emergency Management (CFDA #16.710). The County is required to provide a 25% match, which will be satisfied with proceeds from the Kinder-Morgan settlement agreement.

BACKGROUND:

The request of \$924,096 is for the purchase and installation of interoperability equipment needed to upgrade Contra Costa County's microwave communication system. The system connects Turquoise, El Cerrito Police Department, Pearl Ridge and Nichol Knob sites in the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Eileen Devlin, (925)
335-1557

cc:

BACKGROUND: (CONT'D)

City of Richmond. The upgrade adds connections to the interface with other agency microwave systems and is central to the East Bay Regional Communications System (EBRCS) mission of forming a single interoperable San Francisco Bay Area microwave loop. The key to the interoperability project is that every component must be 100% compatible. The existing system can not be upgraded with another vendor's product, and it is this fact that serves as the primary justification for a sole source purchase with Harris Stratex Networks, Inc.

The decision to proceed with Harris Stratex Networks, Inc. is supported by the EBRCS Authority Board of Directors. While other vendors were considered, the purchase of an entirely new system for Contra Costa was determined to be cost prohibitive. Contra Costa County's 2007 COPS grant is budgeted to fund the microwave communications system upgrade.

CONSEQUENCE OF NEGATIVE ACTION:

A decision not to issue this purchase order will result in delays in fielding East Bay Regional Communications System equipment that may cause us to be out of compliance with our agreement with the City and County of San Francisco and the funding agent, the U.S. Department of Justice.



Contra
Costa
County

To: Board of Supervisors
From: Michael J. Lango, General Services Director
Date: March 31, 2009

Subject: LEASE FOR FIRE STATION 19 AT 1019 GARCIA RANCH ROAD, BRIONES VALLEY FOR THE CONTRA COSTA COUNTY FIRE DISTRICT

RECOMMENDATION(S):

1. APPROVE a Lease with Frank E. Nunes and Eleanor M. Nunes for a five-year term beginning February 1, 2009 and ending January 31, 2014 for approximately 1,600 square feet of building space (Fire Station 19), at 1019 Garcia Ranch Road, Briones Valley, at a monthly rent of \$891 for continued occupancy by the Contra Costa County Fire District, under the terms and conditions set forth in the Lease. (T00284)
2. AUTHORIZE the Director of General Services, or designee, to EXECUTE the Lease.
3. DETERMINE that the project is a Class 1(a) Section 15301 Categorical Exemption under the California Environmental Quality Act (CEQA). CP#08-90
4. DIRECT the Department of Conservation and Development Director, or designee, to file a Notice of Exemption with the County Clerk, and DIRECT the Director of General Services, or designee, to arrange for the payment of the handling fees to the Department of Conservation and Development and County Clerk for filing of the Notice of Exemption.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Mike Lango (925)
313-7100

FISCAL IMPACT:

The Lease will obligate the Contra Costa County Fire Protection District to pay a total rent of \$57,048 over the five-year lease term. (100% Contra Costa County FPD Operating Fund)

BACKGROUND:

The Contra Costa County Fire District has been at this location since 1981 and wants to continue to lease the premises to provide the community with fire protection services.

CONSEQUENCE OF NEGATIVE ACTION:

The lease for the Fire District's occupancy of the premises will not be executed and the District will have to find another location for a fire station if fire protection services are to be continued serving the Briones Valley area.



Contra
Costa
County

To: Board of Supervisors
From: Michael J. Lango, General Services Director
Date: March 31, 2009

Subject: LEASE FOR CONTRA COSTA LAFCO AT 651 PINE STREET, 6TH FLOOR, MARTINEZ

RECOMMENDATION(S):

1. APPROVE a Lease with the Contra Costa Local Agency Formation Commission (LAFCO) for a one year term beginning April 1, 2009 and ending March 31, 2010 for 580 square feet of office space at 651 Pine Street, 6th Floor, Martinez, for approximately \$700 a month under the terms and conditions set forth in the Lease. (T00001)
2. AUTHORIZE the Director of General Services, or designee, to EXECUTE the Lease.
3. DETERMINE that the project is a Class 1(a) Section 15301 Categorical Exemption under the California Environmental Quality Act (CEQA). CP #08-75
4. DIRECT the Department of Conservation and Development Director, or designee, to file a Notice of Exemption with the County Clerk, and DIRECT the Director of General Services, or designee, to arrange for the payment of the handling fees to the Department of Conservation and Development and County Clerk for filing of the Notice of Exemption.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

By: Celicia Nelson, Deputy

Contact: Mike Lango, Director,
(925) 313-7100

FISCAL IMPACT:

Approval of this Lease will generate approximately \$700 per month in revenue to the County, which is based on the annual occupancy expenses of the building over the term of this lease. The revenue will be credited to the General Services Department to be applied to the building occupancy charges.

BACKGROUND:

The Lease formalizes a long-standing agreement wherein the County charges LAFCO for all occupancy costs for the space it occupies in the County Administration Building located on the 6th floor of 651 Pine Street, Martinez.



Contra
Costa
County

To: Board of Supervisors
From: INTERNAL OPERATIONS COMMITTEE
Date: March 31, 2009

Subject: 2009 FINANCIAL AUDITS PLAN

RECOMMENDATION(S):

1. ACCEPT report from the Auditor-Controller on the financial audit activities in 2008 and the proposed schedule of financial audits for 2009.
2. NOTE that the internal audit staff also spends approximately 25% of its time helping to prepare the County's annual Comprehensive Financial Report (CAFR).
3. ACKNOWLEDGE that the filling of vacant auditor positions over the last two years and the appointment of new Chief Auditor has enabled the Auditor to propose a 2009 schedule of audits is more robust than the 2008 schedule.

FISCAL IMPACT:

The cost of performing the scheduled audits is budgeted. The internal audit program helps the County to reduce risk of loss and helps to safeguard County funds and assets.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: Julie Enea (925)
335-1077

BACKGROUND:

On June 27, 2000, the Board of Supervisors reviewed the County's audit program and directed that each December, the County Administrator and Auditor-Controller report to the Internal Operations Committee on the proposed schedule of internal financial and management audits for the following year, including those studies requested by the Board of Supervisors.

Attached is the 2008 performance report and the 2009 internal audit plan proposed by Auditor-Controller. Our Committee is very appreciative of the efforts of the Internal Audit Division in completing much of the 2008 audit plan with several newly hired staff.

In recognition of the increased capabilities of a now fully staffed internal audit unit, the Auditor has proposed for 2009 a more robust audit schedule than in recent years. The Auditor sets priorities for the audit program by consulting State statutes and County policies, and by conducting risk assessments that consider the amounts and frequency of cash handling. In recognition that many of department audit findings can be remedied through training, the Auditor's Office continues to develop training programs to address common fiscal procedures and control issues. Audit staff also follow up with departments on audit findings to verify that remedies are being implemented.


Our committee recommends acceptance of the Auditor's report for 2008 and approval of the audit plan for 2009. For future reports, we have asked the Auditor to add a new column that displays the actual number of hours required to perform the audits, in addition to the estimated hours.

ATTACHMENTS

2009 Financial Audit Plan

**Office of
COUNTY AUDITOR-CONTROLLER
Contra Costa County
Martinez, California
February 19, 2009**

TO: Internal Operations Committee

FROM: Stephen J. Ybarra, Auditor-Controller
By: Joanne M. Bohren, CPA 

SUBJECT: Annual Report on the Financial Audits Program

The Board of Supervisor's directive of June 27, 2000, directed the Auditor-Controller to report to the Internal Operations Committee each December on the proposed schedule of financial audits for the following year. The attached Schedule of Recurring Audits provides the audit schedule for 2009, and summarizes the status of the audit projects that were scheduled for completion in 2008.

In 2008, the Internal Audit division completed twenty-four (24) scheduled audits and three (3) unscheduled audits. The scheduled audits not completed in 2008 either are in progress or rescheduled to begin this year. Schedules are attached showing the status of the 2008 scheduled audits as completed, in progress, or rescheduled.

The Chief Auditor and the Assistant Auditor-Controller performed a thorough review of existing recurring audit projects as well as searching for potential new projects that should be incorporated into our audit schedule. The audit schedule is composed of legally required audits (Treasury cash counts), new audits (East Contra Costa County Fire Protection District), areas of concern (Employment and Human Services Department), and reoccurring audits.

In addition to performing financial audits, the Internal Audit Division also is responsible for preparing the County's Comprehensive Annual Financial Report (CAFR) and providing assistance to other County departments and the County's external auditors. The CAFR process consumes approximately four months of staff time. The Internal Audit Division also is the chief coordinator of the "Single Audit" performed by the County's external auditors.

In addition to the internal audits our Office performs, the County's financial operations are subject to audit by a firm of independent external auditors, Caporicci & Larson. They are responsible for performing an annual audit of the County's general-purpose financial statements, the County's Redevelopment Agency, the Public Financing Authority, and the Public Facilities Corporation. Caporicci & Larson also perform an annual "Single Audit" of the County's federal financial-assistance program. Other independent auditors perform annual audits of the Contra Costa County Employees' Retirement Association, the County Housing Authority, state grant programs, and the FIRST 5 Contra Costa Children and Families' Commission.

Attachments

Department Project Description	Last Done Through	Prefd. Audit Cycle (yrs)	Scheduled For 2009	Audit Hours 2009
<u>Auditor-Controller</u>				
0105 Revolving/Cash Diff. Fund & Shortage Report (fiscal year)	06/08	1 (Law)	X	60
0112 Fund 8109	6/02	5	X	100
Info Systems General controls (A-C network)	NEW	3	X	150
Info Systems - Tax Division	NEW		X	300
Misc A-C duties (ie Petty Cash ICQ; Relief of Shortage; Increase/New Petty Cash; Recons)		1	X	60
<u>Treasurer-Tax Collector</u>				
0151 Treasury Cash & Investments - 1st qtr	3/08	1/4 (Law)	X	100
0151 Treasury Cash & Investments - 2nd qtr	5/08	1/4 (Law)	X	100
0151 Treasury Cash & Investments - 3rd qtr	8/08	1/4 (Law)	X	100
0151 Treasury Cash & Investments - 4th qtr	12/07	1/4 (Law)	X	100
0157 Ssecured Tax Collection	1/04	2	X	200
0172 Treasury Oversight Committee (calendar year)	12/07	1 (Law)	X	120
Requested App Review (09) - Info Sys-In House Collect	Requested		X	If time allows
<u>Purchasing</u>				
1493 Procurement Card Program - 3rd qtr	9/07	1/4 (CAO)	X	30
1493 Procurement Card Program - 4th qtr	12/07	1/4 (CAO)	X	30
1493 Procurement Card Program - 1st qtr	3/08	1/4 (CAO)	X	30
1493 Procurement Card Program - 2nd qtr	6/07	1/4 (CAO)	X	30
<u>General Services</u>				
0791 Craft inventories	6/06	3	X	100
0794 Custodial Supplies Inventory	6/06	3	X	55
1481 Central Services Inventory	6/06	3	X	120
1492 Operating and Capital Leases	12/04	3	X	240
<u>Clerk-Recorder</u>				
3551 General Departmental Audit	02/04	2		
<u>District Attorney</u>				
Info. System Ctrls. General & Application	New	2	X	150
<u>Public Defender</u>				
2431 General Departmental Audit (<i>started in 07, not complete</i>)	01/02	5	X	100
Info. System Ctrls. General & Application	New	5	X	150
<u>Sheriff-Coroner</u>				
2551 Escrow Fund	04/04	2	X	300
2553 Seized & Forfeited Property	04/01	5		
3002 Inmate Welfare Fund (<i>2 yr law repealed</i>)	6/05	2	X	25
3591 Coroner	01/01	5	X	100
Calif Law Enforce (CLET's)	NEW			
Info. System Ctrls. General & Application	NEW	2	X	Alternate
<u>Agriculture</u>				
3352 Info. System Ctrls. General & Application	1/03	4		
<u>Animal Services</u>				
Requested App Review (09) - Info Sys-Web Licensing	Requested		X	100

2009 SCHEDULED AUDITS

	Department Project Description	Last Done Through	Prefd. Audit Cycle (yrs)	Scheduled For 2009	Audit Hours 2009
<u>Health Services</u>					
5402	Hospital Timekeeping	04/04	2	X	100
5402	Hospital and Clinics (Collections)	4/04	2	X	100
4510	Conservatorships/Guardianships	04/05	2	X	250
	Conservatorships/Guardianships IS Assessment (2009 computer virus)	NEW		X	150
5406	Patients Trust & Valuables	6/03	4	X	50
5401	Year End Inventory Control	6/06	3	X	100
<u>Employment & Human Services</u>					
5001	General Departmental Audit	7/05	2	X	700
	In Home Supportive Services (IHSS)	NEW	3	X	175
<u>County Libraries</u>					
6201	General Departmental Audit	6/03	4	X	200
<u>Contra Costa Fire Protection District</u>					
	Fleet Parts and Fuel Inventories	New	3	X	100
<u>East Contra Costa FPD</u>					
	General Departmental Audit	New	4	X	150

EXHIBIT B

COMPLETED IN 2008

	Department Project Description	Audit Scheduled For 2008	Budgeted Audit Hours 2008	Completed 2008
	<u>Board of Supervisors</u>			
1104	District 4 General Department Audit (Including MACs)	X	40	COMPLETED
	<u>Auditor-Controller</u>			
0105	Revolving/Cash Diff. Fund & Shortage Report (fiscal year)	X	60	COMPLETED
	<u>Treasurer-Tax Collector</u>			
0151	Treasury Cash & Investments - 1st qtr	X	100	COMPLETED
0151	Treasury Cash & Investments - 2nd qtr	X	100	COMPLETED
0151	Treasury Cash & Investments - 3rd qtr	X	100	COMPLETED
0151	Treasury Cash & Investments - 4th qtr (2007)	X	100	COMPLETED
0158	Partial Payments Trust (8313)	X	50	COMPLETED
0154	Supplemental Tax Collection	X	150	COMPLETED
0159	Unsecured Tax Collection	X	200	COMPLETED
0172	Treasury Oversight Committee (calendar year)	X	120	COMPLETED
0173	Transient Occupancy Tax	X	120	COMPLETED
	<u>Purchasing</u>			
1493	Procurement Card Program - 3rd qtr	X	30	COMPLETED
1493	Procurement Card Program - 4th qtr	X	30	COMPLETED
1493	Procurement Card Program - 1st qtr	X	30	COMPLETED
1493	Procurement Card Program - 2nd qtr	X	30	COMPLETED
	<u>Department of Information Technology</u>			
0147	General Department Audit	X	100	COMPLETED
	<u>General Services</u>			
0632	Vehicle Inventory	X	150	COMPLETED
1494	Information Systems Ctrls. General & Application	X	150	COMPLETED
	<u>Sheriff-Coroner</u>			
2555	Sheriff Training Center	X	200	COMPLETED
2554	Requested Audit Cal-Id	X	60	COMPLETED
2560	Blackhawk Traffic Study (CSA P2 Zone A)	Added		COMPLETED
	<u>Probation</u>			
3081	General Departmental Audit	X	200	COMPLETED
	<u>County Libraries</u>			
6209	Information Systems Ctrls. General & Application	X	150	COMPLETED
	<u>Public Works</u>			
	<i>Sunset Aviation (Gross Receipts Rent)</i>	X	60	COMPLETED
	<u>Veterans Affairs</u>			
0581	Information Systems Ctrls. General & Application	X	200	COMPLETED
	<u>Contra Costa Fire Protection District</u>			
	Special Project Requested	Added		COMPLETED
	<u>All Departments</u>			
0002	Special Audit - Gift Cards (internal documentation of controls)	Added		COMPLETED

**PROJECTS SHCEDULED FOR 2008
NOT COMPLETED ENTERING 2009**

**Department
Project Description**

Status**Audits in Progress:****Auditor-Controller**

Info Systems General controls (A-C network)

In Progress

Under way

Clerk-Recorder

3551 General Departmental Audit

In Progress

Report prepared/corrections in progress

Sheriff-Coroner

2553 Seized & Forfeited Property

In Progress

Report writing in progress

3002 Inmate Welfare Fund (2 yr law repealed)

In Progress

Report/workpapers in for review

Agriculture

3352 Info. System Ctrls. General & Application

In Progress

Final stages of field work

Rescheduled Audits:**District Attorney**

Info. System Ctrls. General & Application

Reschedule

Relocation of office in 2008

Public Defender

2431 General Departmental Audit (started in 07, not complete)

Reschedule

**

Sheriff-Coroner

2551 Escrow Fund (aka Sheriff's Civil)

Reschedule

**

Health Services

5402 Hospital Timekeeping

Reschedule

**

4510 Conservatorships/Guardianships

Reschedule

Relocation of office in 2008

5401 Year End Inventory Control

Reschedule

**

Contra Costa Fire Protection District

Fleet Parts and Fuel Inventories

Reschedule

**

** Audits performed took longer than anticipated due to training of new staff. Also, special requests for audits were received and those audits were prioritized ahead of the originally scheduled audits for 2008.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Approve New and Recredentialing Providers in Contra Costa Health

RECOMMENDATION(S):

Approve the providers listed on the attachment recommended by the Contra Costa Health Plan's Peer Review and Credentialing Committee at the February 17, 2009 meeting, as recommended by the Health Services Director.

FISCAL IMPACT:

None

BACKGROUND:

The National Committee on Quality Assurance (NCQA) has requested evidence of Board Approval for each CCHP provider be contained within the provider's credentials file.

The recommendations were made by CCHP's Peer Review and Credentialing Committee.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: 03/31/2009



APPROVED AS



OTHER

RECOMMENDED

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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: Patricia Tanquary,
313-6004

cc: Tasha Scott, Barbara Borbon

ATTACHMENTS

033109 AIR752

Contra Costa Health Plan
Providers Approved by Peer Review and Credentialing Committee
February 17, 2009

CREDENTIALING PROVIDERS FEBRUARY 2009	
Name	Specialty
Chen, Jeff S., M.D.	Pain Management
Cottrell, Ann, M.D.	Pain Management
Hitchcox, Charmaine, Ph.D.	Mental Health Services
Jumig, Elmer, M.D.	Primary Care Pediatrician
Kaminski, Kristof, PA	Primary Care Family Medicine
Mack, Porshia, M.D.	Primary Care Pediatrician
McDonald, Story, PA	Family Planning
Stabinsky, Seth, M.D.	Family Planning
Sufrin, Carolyn, M.D.	Family Planning
Tran, Thanh Q., M.D.	Neurology

RECREREDENTIALING PROVIDERS FEBRUARY 2009	
Name	Specialty
Amirdelfan, Kasra, M.D.	Pain Management
Bhattacharyya, Alok, M.D.	Neurology
Brown, Katharine, M.D.	Primary Care Pediatrician
Bruch, Herman, M.D.	Pulmonary Disease
Elder, Janet, NP	Family Planning
Faucett, Rodney, DO	Nephrology
Hobert, Donald, M.D.	Primary Care Family Medicine
Javaheri, Shahin, M.D.	Plastic Surgery Otolaryngology
Kailikole, Theresa, DPM	Podiatry
Landers, Mallory, LCSW	Mental Health Services
Mercer, Barbara, Ph.D.	Mental Health Services
Miller, Terina, M.D.	Nephrology
Morrissey, Ellen, M.D.	Nephrology
Newman, Ronald, DC	Chiropractic
Patel, Swati, M.D.	Nephrology
Sharma, Rohit, M.D.	Nephrology
Smith, W. Byron, M.D.	Pediatric Hematology-Oncology
Srikrishin, Rohra, M.D.	Cardiovascular Disease
Weil, Lawrence, M.D.	Pain Management



Contra
Costa
County

To: Board of Supervisors
From: William J. Pollacek, Treasurer-Tax Collector
Date: March 31, 2009

Subject: Authorize Discharge of Unsecured Delinquent Taxes Uncollectable Due to Bankruptcy or Death

RECOMMENDATION(S):

Authorize the Tax Collector to discharge Unsecured delinquent taxes that are uncollectable due to bankruptcy of businesses assessed or death of taxpayer as per Revenue and Taxation Code section 2923.

FISCAL IMPACT:

None.

BACKGROUND:

The Treasurer-Tax Collector's office has been unsuccessful in collecting certain unsecured property taxes including penalties, interest and other related charges levied for fiscal years 1977 to 2003. The reasons for the discharge is as follows:

1. Bankruptcy: 203 Debtors
2. Deceased: 112 Debtors

The County Auditor-Controller has reviewed and approved the list of taxes to be discharged. The Office of the Tax Collector has researched each account and has concluded that the tax is uncollectable because:

1. The Bankruptcy Court disallowed the county claim for proceeds and the tax is now legally uncollectable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: Meredith Boeger,
957-2806

cc: Robert Campbell

BACKGROUND: (CONT'D)

2. The business went through bankruptcy and is now defunct.
 3. Deceased persons were confirmed with date of death on Accurint/Lexis Nexis or death certificates.
- The total base tax to be cancelled is \$1,938,924.55.



**Contra
Costa
County**

To: Board of Supervisors
From: Catherine Kutsuris, Conservation & Development Director
Date: March 31, 2009

Subject: Implementing the Federal Neighborhood Stabilization Program

RECOMMENDATION(S):

1. AUTHORIZE the Conservation and Development Director, or designee, to use \$3,412,383 of Neighborhood Stabilization Program funds to work with one or more of the Developers named below to implement and carry out the Purchase and Rehabilitation Program ("Activity #1") by performing the duties specified in the attached Program Specifications and DESIGNATE the following California nonprofit corporations as approved potential Developers: BRIDGE Housing; Community Housing Development Corporation of North Richmond; and Heart and Hands of Compassion.
2. AUTHORIZE the Conservation and Development Director, or designee, to use \$1,504,763 of Neighborhood Stabilization Program funds to work with the Developer named below to implement and carry out the Purchase and Self Help Rehabilitation Program ("Activity #2") by performing the duties specified in the attached Program Specifications and DESIGNATE the following California nonprofit corporation as the approved potential Developer: Habitat for Humanity, East Bay.
3. AUTHORIZE the Conservation and Development Director, or designee, to implement and carry out the Down Payment Assistance/Shared Appreciation Loan Program ("Activity #3") by performing

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☒ 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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: Kara Douglas x57223

cc:

RECOMMENDATION(S): (CONT'D)

the duties specified in the attached Program Specifications.

FISCAL IMPACT:

No General Funds are involved. Funds will come from the 2008 Federal Housing and Economic Recovery Act. This program has the potential to increase property tax revenues within the affected neighborhoods over time. CFDA # 14.256

BACKGROUND:

Background

The Neighborhood Stabilization Program (“NSP”) is part of the Federal Housing and Economic Recovery Act of 2008 and is intended to assist communities devastated by foreclosures. NSP provides targeted emergency assistance to state and local governments to (i) acquire and redevelop abandoned and foreclosed residential properties that might otherwise become sources of blight within our communities, and (ii) establish financing mechanisms for the purchase of such properties, including soft-seconds and shared equity loans for low- and moderate-income homebuyers. Contra Costa County, as the Urban County lead agency, has been allocated \$6,019,051 in NSP funds.

On November 18, 2008, the Board of Supervisors approved the FY 2008/09 Action Plan NSP Substantial Amendment (the “Substantial Amendment”). The U.S. Department of Housing and Urban Development (HUD) has reviewed and approved the Substantial Amendment.

The Substantial Amendment identifies seven program areas and funds the following four programs:

- Purchase and Rehabilitation Program, (\$3,412,383) (Activity #1)
- Purchase and Self Help Rehabilitation (\$1,504,763) (Activity #2)
- Down payment Assistance/Shared Appreciation Loan Program (\$500,000) (Activity #3)
- County Administration (\$601,905)

The unfunded programs included in the NSP Substantial Amendment are Low Income Rental, Demolition and Land Banking, and Homebuyer Pre-purchase Counseling.

The funded programs are described below. Program Specifications that permit the Deputy Director – Redevelopment to carry out each program are attached.

In order to effect the purchase and rehabilitation components of Activity #1 and Activity #2, County staff issued a request for proposal to developers. The County received eight developer responses. Staff recommendations are based on the proposals received. The developers recommended by Staff were selected based on their experience in rehabilitation projects, their ability to leverage funds for acquisition, and their ability to meet the low income targets.

Summary of Funded Programs

1. Purchase and Rehabilitation Program (Activity #1)

Under the program, approved developers that enter into a Project Agreement with the County (“Developers”) will purchase and rehabilitate vacant, foreclosed houses that have been approved by the County for inclusion in the program. Staff recommends that the Board approve the following three California nonprofit corporations as potential Developers:

1. BRIDGE Housing
2. Community Housing Development Corporation of North Richmond

3. Heart and Hands of Compassion

Houses included in this program must be in the high priority areas of Bay Point, Oakley, Montalvin Manor/Tara Hills/Bayview, Rollingwood, North Richmond, Rodeo or San Pablo. The County, through its Deputy Director of Redevelopment, will make NSP funds available in the form of zero-interest loans to Developers. Each loan will relate to a specific house and will be secured by that house.

Once rehabilitated, the houses will be sold to low, moderate, or middle income (LMMI) households that satisfy income parameters established by NSP ("Eligible Purchasers"). Under this program, rehabilitated houses may be sold to households earning up to 120 percent AMI (Middle Income). Properties will be sold for an amount equal to or less than the total development cost. The goal will be to have the loan repaid in full when the renovated house is sold to an Eligible Purchaser. Funds that are repaid will continue to be available under the program.

If for any reason, the proceeds from the sale of the house are insufficient to repay the NSP funds in full, or if the Eligible Purchaser needs down payment assistance, the County may make a loan to the Eligible Purchaser in the amount of the shortfall. The loan to the Eligible Purchaser would be a silent second loan that is applied to the down payment on the purchase of the renovated house. The silent second loan would be repaid upon a sale of the house by the Eligible Purchaser.

In the event the sale of a renovated house is not possible within a reasonable amount of time at a price that permits a sufficient repayment of the NSP loan, Staff may recommend to the Board that the developer be allowed to rent the home to a low income tenant rather than leave the house vacant and boarded (and subject, again, to blight). Authority for such action is not included in this Board Order.

Implementation of this program will be effected pursuant to the Program Specifications attached to this board order.

2. Purchase and Self Help Rehabilitation Program (Activity #2)

Under the Purchase and Rehabilitation Self Help Program, the approved Developer will purchase and rehabilitate vacant, foreclosed houses that the County, through its Deputy Director of Redevelopment, has approved for inclusion in the program. Staff recommends that the Board approve Habitat for Humanity, East Bay as the potential Developer.

Houses included in this program must be in the high priority areas of Bay Point, Oakley, Montalvin Manor/Tara Hills/Bayview, Rollingwood, North Richmond, Rodeo or San Pablo. The County will make NSP funds available to Habitat in the form of loans. Each loan will relate to a specific house and will be secured by that house.

Under this project, the Developer will use home buyer sweat equity (self help) and volunteer labor to rehabilitate the houses. The houses will then be sold to low income households that satisfy income parameters established by NSP ("Eligible Purchasers").

It is anticipated that the full NSP loan to the Developer will not be repaid at the time the house is sold to an Eligible Purchaser. Instead, a portion of the loan to the Developer will be forgiven and the remaining amount of the NSP loan to Habitat will be made available to the Eligible Purchaser as a silent second that is applied to the down payment. The soft second loan will be (i) junior to the first mortgage, (ii) a shared appreciation loan, and (iii) due upon the Eligible Purchaser's sale of the house.

The Developer will provide the first mortgage loan to the Eligible Purchaser. The first mortgage will have zero interest and a 30-year term. The amount of the first mortgage will be based on the Eligible Purchaser's ability to pay. The Eligible Purchaser's ability to pay will be based on a formula that caps housing costs at 30% of the household income. In connection with the first mortgage, the Eligible Purchaser must agree to a 30-year resale restriction.

If the Eligible Purchaser sells the house, depending on the timing of the sale, both the Developer and the County may receive a share of any increase in the value of the house.

Implementation of this program will be effected pursuant to the Program Specifications attached to this board order.

3. Down payment Assistance/Shared Appreciation Loans Program (Activity #3)

Under this program, the County, through its Deputy Director of Redevelopment, will provide a silent second loan to Eligible Purchasers who are buying a vacant, foreclosed house in the high priority areas of Bay Point, Oakley, Montalvin Manor/Tara Hills/Bayview, Rollingwood, North Richmond, Rodeo or San Pablo as well as Brentwood, and limited portions of Pinole. The loan may be for up to 15% of the purchase price. In addition, the purchase price must be at least 15 percent below the appraised value of the house.

No payments are due under the loan as long as the house remains owner-occupied by the Eligible Purchaser. The loan principal plus a proportionate share of the appreciation is due on sale or transfer of the house. The manner in which equity is shared is set forth in the Substantial Amendment.

The Down Payment Assistance Program does not involve houses renovated under the Purchase and Rehabilitation Programs.

Implementation of this program will be effected pursuant to the Program Specifications attached to this board order.

ATTACHMENTS

NSP Activity 1

NSP Activity 2

NSP Activity 3

PURCHASE AND REHABILITATION PROGRAM

PROGRAM SPECIFICATIONS

Program Description

The Purchase and Rehabilitation Program enables approved developers ("Developers") to purchase and rehabilitate vacant foreclosed homes in certain areas of Contra Costa County that have been devastated by foreclosures ("Activity 1A"). Under the program, the County, through its Deputy Director of Redevelopment, may also provide homebuyer assistance to the buyers of the houses renovated under the program ("Activity 1B"). Once rehabilitated, the houses are sold to low, moderate, or middle income (LMMI) households that satisfy income parameters established by NSP ("Eligible Purchasers").

NSP funds are available to Developers and Eligible Purchasers in the form of loans.

Documentation

To carry out the Purchase and Rehabilitation Program, the Deputy Director – Redevelopment, or his designee, is authorized to execute or accept the following documents, in a form approved by County Counsel:

A. In connection with loans to the Developer

1. Program Agreement, which sets forth the terms of program implementation and access to NSP funds.
2. Loan Agreement, which sets forth the amount of a loan, the manner in which the funds are available to the borrower, and the terms of repayment.
3. Promissory Note, which provides evidence of the borrower's promise to repay the loan in accordance with the terms of the loan agreement.
4. Deed of Trust, giving the County a security interest in the house being renovated.
5. Subordination Agreement, under which the County subordinates its security interest in the subject property to that of the mortgage lender.
6. Other ancillary ministerial documents, such as escrow instructions and estoppel certificates.

B. In connection with loans to the Eligible Purchaser

1. Promissory Note, which provides evidence of the borrower's promise to repay the loan.
2. Deed of Trust, giving the County a security interest in the house being acquired.
3. Subordination Agreement, under which the County subordinates its security interest in the subject property to that of the first mortgage lender, provided:
 - a. All of the proceeds of the senior loan, less any transaction costs, are used to provide acquisition, construction and/or permanent financing for the subject property.
 - b. The proposed lender is a state or federally chartered financial institution, a nonprofit corporation, a charitable foundation, or a public entity that is not affiliated with the developer or any of developer's affiliates, other than as a depositor or a lender.
 - c. The developer, or Eligible Purchaser, as the case may be, demonstrates that adequate financing is not available without the proposed subordination.
 - d. The subordination agreement minimizes the risk that the County's security interest in the property would be extinguished as a result of a foreclosure by the

- senior lender or other holder of the senior loan. The condition is satisfied if the County has adequate rights to cure any borrower default.
- e. The subordination agreement does not limit the effect of the County's Deed of Trust before a foreclosure and does not require the consent of the holder of the senior loan before the County can exercise any of its remedies under the loan documents.
4. Other ancillary ministerial documents, such as a borrower disclosure statement, a loan commitment letter, and escrow instructions.

Implementation Criteria

To carry out the Purchase and Rehabilitation Program, the Deputy Director – Redevelopment, or his designee, is authorized to perform the following duties:

1. Permit houses to be included in the program that meet the following criteria:
 - a. The house is vacant and foreclosed.
 - b. The house is located in Bay Point, Oakley, Montalvin Manor/Tara Hills/Bayview, Rollingwood, North Richmond, Rodeo or San Pablo.
 - c. The house is a single-family residence.
 - d. The acquisition price of the house and the estimated cost of rehabilitation, including developer fees and other ancillary costs, is \$200,000 or less.
 - e. The renovation is expected to be complete within 6 months, but in no event later than February 28, 2013.
2. Make NSP funds available to a Developer in the form of a loan for the acquisition of a specific house (a "Loan"), provided:
 - a. The amount of the Loan does not exceed \$150,000.
 - b. The amount of the Loan does not exceed 85% of the appraised value of the house.
3. Make NSP funds made available to a Developer in the form of a loan for the renovation of a specific house (a "Loan"), provided:
 - a. The amount of the Loan does not exceed \$150,000.
 - b. The amount of the Loan does not exceed 150% of the purchase price of the house.
4. Permit the sale of a renovated house, provided:
 - a. The house is sold for a price that is equal to or less than the total cost of development, including acquisition, rehabilitation, developer fees and soft costs.
 - b. The house is sold for a price equal to or less than its fair market value, as determined by an independent appraisal.
5. Upon the sale of a renovated house to an Eligible Purchaser, deem the loan made to the Developer to be paid in full if:
 - a. The loan is paid in full from the proceeds of the sale of the house; or
 - b. The proceeds from the sale of the house are less than the cost of acquiring and rehabilitating the house and the Developer receives from the proceeds of the sale (together with the holder of the first mortgage, if applicable) only an amount equal to (i)

the Developer's contribution to the purchase price of the house plus (ii) a development fee equal to \$30,000.

6. Make NSP funds available to an Eligible Purchaser in the form of a deferred second mortgage, provided:
 - a. The deferred second mortgage is necessary to assist an Eligible Purchaser fill the gap between (i) the purchase price of the renovated house, and (ii) the amount of the first mortgage for which the eligible purchaser qualifies plus the Eligible Purchaser's available down payment.
 - b. The deferred second mortgage does not exceed 15% of the purchase price.
 - c. The Eligible Purchaser deposits a minimum down payment equal to 3% of the purchase price.
 - d. The loan principal plus, if applicable, a proportionate share of the increased value of the house, is due on the sale or transfer of the house by the Eligible Purchaser.
 - e. The acquisition is expected to be completed by February 28, 2013.
 - f. The Eligible Purchaser's housing costs do not exceed 40% of the household income.
 - g. The Eligible Purchaser satisfies the income limitations established by the NSP, as demonstrated by satisfactory evidence.
 - h. The Eligible Purchaser obtains a fixed rate first mortgage.
 - i. The Eligible Purchaser will occupy the house as his/her primary place of residence.
 - j. The buyer completes a minimum of 8 hours of pre-purchase counseling through a HUD-certified housing counseling agency.
 - k. The County's security interest in the subject property is second only to that of one mortgage lender; provided, however, the County's security interest in the subject property may also be subordinate to certain state or federal loan programs, such as those provided by the California Housing Finance Authority (CalHFA), which require senior lien positions.

PURCHASE AND SELF HELP REHABILITATION PROGRAM

PROGRAM SPECIFICATIONS

Program Description

The Purchase and Rehabilitation Program enables Habitat for Humanity, East Bay ("Developer") to purchase and rehabilitate vacant foreclosed homes in certain areas of Contra Costa County that have been devastated by foreclosures ("Activity 2A"). Rehabilitation of these houses will be effected with the assistance of the home buyer (sweat equity). Under the program, the County, through its Deputy Director of Redevelopment, may also provide homebuyer assistance to the homebuyer ("Activity 2B"). Once rehabilitated, the houses are sold to low income households that satisfy income parameters established by NSP ("Eligible Purchasers").

NSP funds are available to the Developer and Eligible Purchasers in the form of loans.

Documentation

To carry out the Purchase and Self Help Rehabilitation Program, the Deputy Director – Redevelopment, or his designee, is authorized to execute or accept the following documents, in a form approved by County Counsel:

A. In connection with loans to the Developer

1. Program Agreement, which sets forth the terms of program implementation and access to NSP funds.
2. Loan Agreement, which sets forth the amount of a loan, the manner in which the funds are available to the borrower, and the terms of repayment.
3. Promissory Note, which provides evidence of the borrower's promise to repay the loan in accordance with the terms of the loan agreement.
4. Deed of Trust, giving the County a security interest in the house being renovated.
5. Subordination Agreement, under which the County subordinates its security interest in the subject property to that of the mortgage lender (the Developer).
6. Other ancillary ministerial documents, such as escrow instructions and estoppel certificates.

B. In connection with loans to the Eligible Purchaser

1. Promissory Note, which provides evidence of the borrower's promise to repay the loan.
2. Deed of Trust, giving the County a security interest in the house being acquired.
3. Subordination Agreement, under which the County subordinates its security interest in the subject property to that of the first mortgage lender, provided:
 - a. All of the proceeds of the senior loan, less any transaction costs, are used to provide acquisition, construction and/or permanent financing for the subject property.
 - b. The proposed lender is a state or federally chartered financial institution, a nonprofit corporation, a charitable foundation, or a public entity that is not affiliated with the developer or any of developer's affiliates, other than as a depositor or a lender.
 - c. The developer, or Eligible Purchaser, as the case may be, demonstrates that adequate financing is not available without the proposed subordination.
 - d. The subordination agreement minimizes the risk that the County's security interest in the property would be extinguished as a result of a foreclosure by the

- senior lender or other holder of the senior loan. The condition is satisfied if the County has adequate rights to cure any borrower default.
- e. The subordination agreement does not limit the effect of the County's Deed of Trust before a foreclosure and does not require the consent of the holder of the senior loan before the County can exercise any of its remedies under the loan documents.
4. Other ancillary ministerial documents, such as a borrower disclosure statement, a loan commitment letter, and escrow instructions.

Implementation Criteria

To carry out the Purchase and Self Help Rehabilitation Program, the Deputy Director – Redevelopment, or his designee, is authorized to perform the following duties:

1. Permit houses to be included in the program that meet the following criteria:
 - a. The house is vacant and foreclosed.
 - b. The house is located in Bay Point, Oakley, Montalvin Manor/Tara Hills/Bayview, Rollingwood, North Richmond, Rodeo or San Pablo.
 - c. The house is a single-family residence.
 - d. The acquisition price of the house and the estimated cost of rehabilitation, including developer fees and other ancillary costs, is \$200,000 or less.
 - e. The renovation is expected to be complete within one year, but in no event later than February 28, 2013.
2. Make NSP funds available to a Developer in the form of a loan for the acquisition of a specific house (a "Loan"), provided:
 - a. The amount of the Loan does not exceed \$150,000.
 - b. The amount of the Loan does not exceed 85% of the appraised value of the house.
3. Make NSP funds made available to a Developer in the form of a loan for the renovation of a specific house (a "Loan"), provided:
 - a. The amount of the Loan does not exceed \$150,000.
 - b. The amount of the Loan does not exceed 150% of the purchase price of the house.
4. Permit the sale of a renovated house, provided:
 - a. The house is sold for a price that is equal to or less than the total cost of development, including acquisition, rehabilitation, developer fees and soft costs.
 - b. The house is sold for a price equal to or less than its fair market value, as determined by an independent appraisal.
5. Upon the sale of a renovated house to an Eligible Purchaser, deem the loan made to the Developer to be paid in full if:
 - a. The loan is paid in full from the proceeds of the sale of the house; or
 - b. The proceeds from the sale of the house are less than the cost of acquiring and rehabilitating the house and the Developer receives from the proceeds of the sale (together with the holder of the first mortgage, if applicable) only an amount equal to (i)

the Developer's contribution to the purchase price of the house plus (ii) a development fee equal to \$30,000.

6. Make NSP funds available to an Eligible Purchaser in the form of a deferred second mortgage, provided:
 - a. The deferred second mortgage is necessary to assist an Eligible Purchaser fill the gap between (i) the purchase price of the renovated house, and (ii) the amount of the first mortgage for which the eligible purchaser qualifies plus the Eligible Purchaser's available down payment.
 - b. The deferred second mortgage does not exceed 50% of the purchase price.
 - c. The Eligible Purchaser fulfills the minimum down payment requirement of Developer.
 - d. The loan principal plus, if applicable, a proportionate share of the increased value of the house, is due on the sale or transfer of the house by the Eligible Purchaser.
 - e. The acquisition is expected to be completed by February 28, 2013.
 - f. The Eligible Purchaser's housing costs do not exceed 40% of the household income.
 - g. The Eligible Purchaser satisfies the income limitations established by the NSP, as demonstrated by satisfactory evidence.
 - h. The Eligible Purchaser obtains a fixed rate first mortgage.
 - i. The Eligible Purchaser will occupy the house as his/her primary place of residence.
 - j. The buyer completes a minimum of 8 hours of pre-purchase counseling through a HUD-certified housing counseling agency.
 - k. The County's security interest in the subject property is second only to that of one mortgage lender; provided, however, the County's security interest in the subject property may also be subordinate to certain state or federal loan programs, such as those provided by the California Housing Finance Authority (CalHFA), which require senior lien positions.

DOWN PAYMENT ASSISTANCE/SHARED EQUITY PROGRAM

PROGRAM SPECIFICATIONS

Program Description

The Down Payment Assistance/Shared Equity Program provides deferred payment loans (also known as “silent seconds”) to purchasers of vacant foreclosed homes in certain areas of Contra Costa County that have been devastated by foreclosures. Loans will be made to low, moderate, and middle income (LMMI) households that satisfy income parameters established by NSP (“Eligible Purchasers”).

Documentation

To carry out the Down Payment Assistance/Shared Equity Program, the Deputy Director – Redevelopment, or his designee, is authorized to execute or accept the following documents, in a form approved by County Counsel:

1. Promissory Note, which provides evidence of the borrower’s promise to repay the loan.
2. Deed of Trust, giving the County a security interest in the house being acquired.
3. Subordination Agreement, under which the County subordinates its security interest in the subject property to that of the first mortgage lender, provided:
 - a. All of the proceeds of the senior loan, less any transaction costs, are used to provide acquisition, construction and/or permanent financing for the subject property.
 - b. The proposed lender is a state or federally chartered financial institution, a nonprofit corporation, a charitable foundation, or a public entity that is not affiliated with the developer or any of developer’s affiliates, other than as a depositor or a lender.
 - c. The Eligible Purchaser demonstrates that adequate financing is not available without the proposed subordination.
 - d. The subordination agreement minimizes the risk that the County’s security interest in the property would be extinguished as a result of a foreclosure by the senior lender or other holder of the senior loan. The condition is satisfied if the County has adequate rights to cure any borrower default.
 - e. The subordination agreement does not limit the effect of the County’s Deed of Trust before a foreclosure and does not require the consent of the holder of the senior loan before the County can exercise any of its remedies under the loan documents.
4. Other ancillary ministerial documents, such as a borrower disclosure statement, a loan commitment letter, and escrow instructions.

Implementation Criteria

To carry out the Down Payment Assistance/Shared Equity Program, the Deputy Director – Redevelopment, or his designee, is authorized to perform the following duties:

1. Make NSP funds available to Eligible Purchasers in the form of a deferred second mortgage, provided:
 - a. The house being acquired is vacant and foreclosed.
 - b. The house being acquired is a single-family residence.
 - c. The house being acquired is located in Bay Point, Oakley, Montalvin Manor/Tara Hills/Bayview, Rollingwood, North Richmond, Rodeo, San Pablo, Brentwood, or those

areas of Pinole identified in the Substantial Amendment.

- d. The acquisition price is at least 15% below the appraised value of the house.
- e. The acquisition price of the house is \$400,000 or less.
- f. The deferred second mortgage does not exceed 15% of the purchase price.
- g. The Eligible Purchaser deposits a minimum down payment of 3% of the purchase price.
- h. The loan principal plus, if applicable, a proportionate share of the increased value of the house, is due on the sale or transfer of the house by the Eligible Purchaser.
- i. The acquisition is expected to be completed by February 28, 2013.
- j. The Eligible Purchaser's housing costs do not exceed 40% of the household income.
- k. The Eligible Purchaser satisfies the income limitations established by the NSP, as demonstrated by satisfactory evidence.
- l. The Eligible Purchaser obtains a fixed rate first mortgage.
- m. The Eligible Purchaser will occupy the house as his/her primary place of residence.
- n. The buyer completes a minimum of 8 hours of pre-purchase counseling through a HUD-certified housing counseling agency.
- o. The County's security interest in the subject property is second only to that of one mortgage lender; provided, however, the County's security interest in the subject property may also be subordinate to certain state or federal loan programs, such as those provided by the California Housing Finance Authority (CalHFA), which require senior lien positions.



Contra
Costa
County

To: Board of Supervisors
From: Stephen L. Weir, Clerk-Recorder
Date: March 31, 2009

Subject: May 19, 2009, Statewide Special Election

RECOMMENDATION(S):

APPROVE the consolidation request as on file in the Contra Costa Elections Division from the following jurisdiction for the May 19, 2009, Special Statewide Election.

Mt. Diablo Unified School District, Parcel Tax Measure D

FISCAL IMPACT:

There is no direct cost to the County. Any additional costs incurred by the Elections Division by approving this consolidation request will be recovered through billing the affected jurisdiction.

BACKGROUND:

This recommendation will allow the above school district to consolidate with the May 19, 2009, Special Statewide Election. This consolidation is based upon Election Codes 10400, 10403.5 and SBX3 19.

CONSEQUENCE OF NEGATIVE ACTION:

The above school district would not be able to consolidate for the upcoming May 19, 2009, Special Statewide Election.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **03/31/2009**



APPROVED AS
RECOMMENDED



OTHER

Clerks Notes:

Clerk has not yet finalized- call 925-335-1905 for info

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: March 31, 2009

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

By: , Deputy

Contact: Sue Olvera,
925.335.7806

cc:



AIR-671

BOS Agenda

Meeting Date:

03/31/2009

Time (Duration):

Report on the Impacts of the Proposed Municipal Regional Permit

Submitted For:

Transportation, Water and Infrastructure Comm

Department:

Public Works

Division:

Public Works - Flood Control

Noticed Public Hearing:

No

Official Body:

Board of Supervisors

Presenter/Phone, if applicable:

Audio-Visual Needs:

Handling Instructions:

District:

All Districts

Contact, Phone:

Greg
Connaughton,
(925)
313-2271

Recommendation(s):

- ACCEPT the following report on the Municipal Regional Permit (MRP):
- AUTHORIZE the Chair of the Board to sign two comment letters on the MRP addressed to the San Francisco Bay Regional Water Quality Control Board (RWQCB), one regarding significant issues/problems from the unincorporated County's perspective and the other from the Contra Costa County Flood Control and Water Conservation District's (FCD) perspective.
- AUTHORIZE a Board member to testify before the RWQCB at its May 13, 2009 hearing to describe the impacts of the MRP on County government and the FCD;
- DIRECT the County Administrator and the Public Works Director/ex officio Chief Engineer (for the Flood Control District) to work with other affected departments to determine the impacts on their budget, and to seek appropriate revenue sources to offset the additional costs of compliance.

Fiscal Impact:

This action has no fiscal impact. However, the requirements of the MRP will cause substantial fiscal impacts to the County and Flood Control District.

Background:

INTRODUCTION

The San Francisco Bay Regional Water Quality Control Board (RWQCB) has initiated proceedings to reissue a National Pollutant Discharge Elimination System (NPDES) permit. The proposed permit, known as the Municipal Regional Permit (MRP), will regulate unincorporated Contra Costa County, the Contra Costa County Flood Control and Water Conservation District (FCD), all the cities within Contra Costa County and most jurisdictions in the greater San Francisco Bay Area.

The MRP was originally released for public comment on December 14, 2007. The Public Works Department, County Watershed Program (CWP), analyzed the MRP and presented a report on its impacts to the Transportation, Water and Infrastructure Committee (TWIC) on February 11, 2008 and the Contra Costa County Board of Supervisors on February 26, 2008. A comment letter from the Board of Supervisors was submitted to the RWQCB on February 29, 2008 and Supervisor Uilkema (along with many other elected officials and municipal staff) gave testimony at the March 11, 2008, public hearing. In response to these written comments and testimony the RWQCB revised the MRP. This latest version of the MRP was released for public comment on February 11, 2009 with written comments due by April 3, 2009, and a public hearing scheduled for May 13, 2009, with an anticipated adoption date of not later than July 1, 2009.

Due to our previous comments and testimony, this Revised Tentative Order of the MRP is significantly improved over the initial version. However, there are still very significant issues and costs associated with this new revised MRP. This report highlights the provisions that we feel are unrealistic and impose an undue burden on the County and FCD. The current MRP is quite lengthy (121 pages plus 68 pages of attachments) and at times complicated and confusing. One of our major comments is that some sections of the MRP seem to be in conflict with other sections. Another general comment is that this MRP again attempts to regulate on a “one size fits all” basis. Instead of allowing jurisdictions flexibility to deal with water quality issues on a case by case basis (often allowing for more benefit with less expense), this MRP dictates how municipalities must address a problem even though jurisdictions vary greatly based on size, diversity, social/economic makeup etc. To date, the RWQCB has unfortunately not provided detailed responses to our previous written and oral testimony. With this in mind, rather than highlighting the changes between the previous draft MRP and this current draft MRP, the changes highlighted herein are changes from our existing NPDES permit that will dramatically affect not only the general operations and budget of the County, but will also have far-reaching impacts on the citizens who live and work in (or visit) Contra Costa County and the San Francisco Bay Area. The ramifications the MRP will have on Contra Costa County, our citizens and businesses, including a potential \$34.5 million demand on the General Fund over the next five years of the MRP’s term.

This revised Tentative Order of the MRP as opposed to the previous proposed MRP (or our existing NPDES permit), adds requirements on the FCD. Even though our existing NPDES permit names the FCD as a co-Permittee, the FCD has very limited requirements as would be expected since the FCD has no land use authority, is non-population based, and merely builds, operates and maintains stormwater conveyance facilities. This report will highlight the new FCD requirements. We have drafted two letters to the RWQCB that highlight significant problems with this proposed MRP from the County’s perspective and FCD’s perspective.

The County supports the RWQCB’s overarching goal to improve water quality. The County also

supports overall principles of environmental sustainability. However, water quality goals must be reviewed in the context of the County's total responsibilities, such as smart growth, affordable housing, flood control, health and safety of our population and other environmental and social programs.

History:

In an effort to stop pollution of the "Waters of the United States," the Federal Government passed the Clean Water Act (CWA) in 1972. Initially, the U.S. Environmental Protection Agency's (USEPA) implementation of the CWA emphasized control of pollution from Point Sources (e.g. industry, sewage treatment plants, etc.). In 1987, the scope of the CWA was expanded to regulate Non-Point Source Pollution (pollution primarily conveyed by stormwater runoff from urban, suburban and agricultural lands). For Contra Costa County, this is generally the stormwater (originating on both public and private property) that is carried in the public drainage system (underground pipes, drainage channels, etc.) to the "Waters of the U.S." (natural creek systems, the Delta, the San Francisco Bay and the Pacific Ocean).

In 1993, the RWQCB, issued Contra Costa County its first NPDES permit. The NPDES permit required the County, its cities and the Flood Control District to act jointly to implement the permit conditions. The responsibility for (unincorporated) County compliance with the permit was assigned to the Public Works Department (PWD), which created the County Watershed Program (CWP) to manage the overall implementation and administration of NPDES compliance. Since 1993, our NPDES permit has been reissued once (1999), and one major revision has been made to the permit (adding Provision C.3 in 2003). The MRP represents the third NPDES permit for Contra Costa County and is scheduled to be adopted and effective starting July 1, 2009; the MRP will be in effect until June 30, 2014 (or until the next NPDES permit reissuance).

Permit "Approach":

With each new NPDES permit the requirements have grown more stringent and the related costs have increased. In addition, the overall approach of the permits has changed. The first NPDES permit focused primarily on educating the public on ways to reduce pollution of our stormwater - its approach was: "We are here to educate you about how to reduce pollution and help the environment." The second permit expanded this education focus and added enforcement of violations, increased the regulation of municipal operations and new development. The approach was: "We will continue to educate you, but we are also going to regulate you into reducing pollution." This MRP permit represents a further change in the overall philosophy to: "You should already know the right thing to do (to protect the environment) so now we are going to force you (by regulations and fines) to protect the environment."

Up to this point, it has been possible for the Public Works Department's CWP to take almost exclusive responsibility for complying with the County's NPDES permit. The MRP expands County requirements to such an extent that this arrangement will no longer achieve compliance. Since the MRP affects virtually all of our business practices (from the way the County offices are maintained to the way we issue business licenses), the County will benefit from a "team approach" to complying with the permit. The Public Works Department's CWP will continue to oversee the County's NPDES compliance, but the challenges of complying with the new permit will involve a substantially higher level of day-to-day cooperation with other County Departments.

Consequences of Non-Compliance:

If the County is found to be out of compliance with our MRP permit, the penalties can be as high as \$35,000 per day per violation (each area of non compliance could be viewed as a separate violation), plus \$10 per gallon of stormwater discharged into the “Waters of the United States.” In addition, if found to be out of compliance with the permit, the County would be vulnerable to 3rd party lawsuits from environmental and “watchdog” groups. The results of these lawsuits could far exceed the penalties that may be imposed by the RWQCB or the USEPA.

MRP REGULATORY AREA

The MRP differs from the County’s current NPDES permit in that the MRP will uniformly regulate most of the Bay Area. In addition to Contra Costa County, our incorporated cities and special districts, this MRP also regulates Alameda, Santa Clara, and San Mateo Counties, and several cities and agencies in Solano County including Fairfield-Suisun and Vallejo. Given the regulatory reach of the new permit, we expect increased potential for cooperation among agencies to find regional solutions to our common regulatory requirements.

MRP TIMING

This final draft of the MRP was issued by the RWQCB on February 11, 2009. Written comments regarding the MRP must be submitted to the RWQCB by April 3, 2009. The RWQCB will hold a public hearing regarding the proposed MRP at 9:00 a.m. on May 13, 2009, at 1515 Clay St., in Oakland. This MRP is scheduled to be adopted sometime after that with implementation to commence on July 1, 2009. Under this schedule, the five year MRP will be in effect until June 30, 2014 (or until the next reissuance of the NPDES permit).

It should be noted that some components of the MRP will be phased in, becoming more comprehensive over the five year permit period. Other provisions require immediate implementation upon commencement of the permit and will remain consistent over time. Some MRP provisions do not require additional action by the County until the second, third, fourth or fifth year(s) of the permit. Attachment C provides an explanation of costs associated with provision timing. We have provided both the anticipated costs (Attachment B) and the implications/challenges associated with each phase of provision implementation (Attachment A).

HIGHLIGHTS OF MAJOR AREAS OF IMPACT TO COUNTY GOVERNMENT

The MRP will affect many County operations. Some of the MRP’s proposed changes are simply “ratcheting up” of current provisions and best management practices, while other provisions may require totally new programs. In addition, business practices, program definitions and areas of responsibility may need to be expanded and modified. For example, it may be necessary for the definition of public health to be expanded to include the “health” of the natural environment, thereby enabling the areas of responsibility of some departments to expand to include environmental protection. The permit will also require extremely costly programs and infrastructure retrofit projects to monitor, reduce and capture litter (with the goal of zero discharges in 15 years!) and other pollutants.

The MRP will also require a number of changes to County policy. These changes range from regulating property uses, such as swimming pools (construction of pools and discharges), to

requiring heightened enforcement activities by the County (by requiring the County to issue citations for a wide variety of water quality infractions). The County will be required to develop the authority to regulate water districts (potable water discharges) and fire districts (emergency discharges) and sanitary sewer districts and Publicly Owned Treatment Works (POTWs). The MRP requires the County to consider potential water quality impacts in prioritizing road maintenance projects and in operations of our storm drainage and Flood Control infrastructure.

The departments anticipated to be significantly impacted by the MRP include:

1. Public Works Department
2. Contra Costa County Flood Control and Water Conservation District
3. Department of Conservation and Development
4. Building Inspection Division
5. General Services Department
6. Health Services Department
7. County Counsel's Office
8. District Attorney's Office
9. Department of Agriculture

COMPARISON OF MRP REQUIREMENTS WITH OUR EXISTING NPDES PERMIT

Our current NPDES permit has five major provisions, (for example C.2 "Municipal Operations" is one provision with several components. An example of a component is C.2a "Street Sweeping"). The proposed MRP expands, revises and in some instances eliminates components in each of these five provisions and also adds nine new provisions. The key new/modified requirements include trash capture, increased scope of Provision C.3 ("New Development and Redevelopment"), developing the authority to regulate other entities and enforce additional uses, increased monitoring and reporting, and development of TMDLs (total maximum daily loads) for pollutants.

The two significant components that "appear" to have been removed are street sweeping and catch basin cleaning. They are removed from the requirements of provision C.2 "Municipal Operations", but at the same time they are effectively "required" in provisions C.10 "Trash Reduction", C.11 "Mercury Controls", and C.12 "Polychlorinated Biphenols (PCBs) Controls".

These are two of the most effective means of removing pollutants. In fact, the Water Board's own Finding 16 (of this MRP) concedes specific extraneous pollutants found in urban run-off, including heavy metals, dioxin and PBDE's, are most commonly found deposited on paved and other impervious surfaces and at present the most effective way to capture these pollutants are with effective street sweeping. Our current County street sweeping program captures and removes 1632 cubic yards of material which contains significant amounts of PCBs, Mercury, Copper, Lead, Nickel, Zinc and Petroleum Hydrocarbons in addition to almost 9,000 pounds of oil and grease! Similarly, catch basins are commonly designed and constructed with "sumps" that capture pollutants in the catch basin before being released into the environment. Our current catch basin cleaning program removes over 100 cubic yards of material which again contains significant amounts of Copper, Lead, Zinc and almost 600 pounds of oil and grease!

Without these two highly effective best management practices, these pollutants would not be captured and would be released into our waterways to damage the environment. The RWQCB staff is aware of the fact that street sweeping and catch basin cleaning are two of the most successful Best

Management Practices (BMPs) at removing pollutants.

As with the previous draft of the MRP, this version demonstrates that the RWQCB staff seems to have very little understanding of the roles and responsibilities of local municipal government. This MRP dictates local government to make changes to our way of doing business that not only don't make sense, but in many cases are beyond our jurisdiction.

In addition, this revised MRP has removed much of the "grandfathering" language that is present in our current permit. One example of this is with regards to alternative compliance for road projects. Our current NPDES permit allows road projects the option of alternative compliance (for equal or greater impacts) if the impacts from a given road project cannot be dealt with as part of a particular project. For example if we are improving an existing rural road in a hillside location it might be physically impossible or extremely expensive to treat that water on-site. Our current permit would allow us to instead treat an equivalent (or greater) amount of impervious surface (roadway) in a nearby location that might not have the same physical constraints (steep/unstable slopes, limited right of way etc.).

This revised MRP removes that provision and does not grandfather-in projects that have already been started and that have planned to utilize that provision. In effect, as the MRP is written, those projects would be out of compliance with this MRP and the County would be forced to either significantly revise the project including all the California Environmental Quality Act (CEQA) requirements and permits (CA Dept. of Fish and Game, Army Corp. etc.) which in turn will significantly increase the cost of the project or possibly cancel the project (which is typically driven by safety concerns such as the current Vasco Road Safety Improvement Project .) This is just one example of the impacts of this MRP on the County that the RWQCB is either unaware of, or don't seem to care about!

In order to provide a better understanding of the differences between this proposed MRP and our current NPDES permit, we have developed a spreadsheet (see Attachment B), that lays out the major permit provisions by section, identifies where each provision can be found in the permit itself, describes significant components of each provision, and compares how the current permit's requirements relate to the requirements of the proposed MRP. The document evaluates both the policy ramifications and the financial impacts that the MRP is anticipated to have on County government (including the Flood Control district), businesses, and residents.

Three things should be noted about this spreadsheet:

- 1) The costs reported are rough estimates and are intended to provide the scale of budget impacts or "ball park" numbers. Important assumptions are listed both throughout the document and in the "Notes" section at the bottom of the spreadsheet. Since many of these provisions contain vague and unclear language, and others are entirely new, more accurate estimates will need to be developed once the provisions are better defined.
- 2) The MRP has fifteen provisions. Only the major provision changes (ones that will have the greatest impact on our business practices) are included.
- 3) Increased County costs associated with private developments will likely be passed on to the developer/builder in the form of higher permit (pay-for-services) fees and are therefore not accounted for in this report.

In addition to this spreadsheet, we have also provided a bar graph (Attachment C). The bar graph shows the relationship between annual costs for NPDES compliance activities (for our existing NPDES permit) and estimated costs (based on the proposed MRP) for each year of the MRP permit period.

CURRENT ACTIONS TO ADDRESS PROPOSED MRP

The PWD - County Watershed Program has solicited comments on the MRP from all departments that have been identified as likely to be significantly affected by the permit. The CWP is currently working with the Contra Costa Clean Water Program (the 19 incorporated cities within the County, and the Flood Control to develop a unified response to the RWQCB regarding the cost and policy challenges created by the new permit. In addition, the Contra Costa Clean Water Program is collaborating on a joint response to the RWQCB with the Bay Area Stormwater Management Agencies Association (BASMAA), which includes representatives from the Clean Water programs of all the affected Bay Area Counties.

Our overriding current goal is to again convey the County's concerns to the RWQCB to seek further modifications that will render the MRP as user-friendly and implementable as possible. However, since this draft of the revised MRP is significantly better than the previous draft we have been "unofficially" informed that the RWQCB intends to adopt this version of the MRP without additional changes. However, since many of the provisions and components of this MRP are still overly burdensome, confusing and/or ambiguous we feel it is extremely important to go "on record" with our concerns and requests for further revisions and clarifications.

CWP has developed both Contra Costa County's and the Flood Control Districts comment letters to the RWQCB regarding feasibility issues and challenges associated with implementing the proposed MRP. In other regions of the State, the RWQCBs have not considered costs associated with implementation to be a valid argument for relaxing permit requirements. Court cases, some decided by the California State Supreme court, have upheld the RWQCBs' position on these cost issues. In addition, lack of current legal authority (as long as legal authority can be obtained and is not unconstitutional) is not considered to be a valid argument for relaxing NPDES permit provisions. In addition to addressing cost, policy and legal issues, the comment letters will suggest edits to unclear permit language, and will recommend changes intended to ensure that permit provisions are implementable and actually provide a basis for improving water quality. It is recommended that the Board approve the comment letters and authorize the Chair of the Board to sign the letters and submit them to the RWQCB by the April 3, 2009, due date.

Finally, the Contra Costa Clean Water Program has been conducting an outreach throughout the County to discuss the impacts of the MRP with various key elected officials, city managers, and stakeholders including the Public Managers Association, the Contra Costa County Mayors Conference, the Home Builders Association and the Contra Costa Council.

POTENTIAL FUTURE ACTIONS

Due to the comprehensive scope of the proposed MRP, it will only be possible to reach full compliance by addressing the challenges from many different angles, and by seeking cooperation from many different partners. The County Administrator and the Public Works Department should meet with other affected departments to identify appropriate sources of revenue to fund implementation of the MRP and reduce the potential liability to the General Fund.

The Contra Costa Clean Water Program has been conducting preliminary activities for a ballot measure to develop additional funding for clean water purposes (pursuant to Proposition 218). The Clean Water Program has been conducting public outreach and opinion polls, and is setting aside \$300,000 per year toward the approximately \$1.5 million cost associated with putting a measure on the ballot. However, given the current state of the economy and housing market, a ballot measure of this sort is unlikely to succeed in the immediate future.

Consequence of Negative Action:

Without the comment of this Board, the RWQCB may not consider the effects of the MRP on Contra Costa County and may not revise the permit into a form that is more in-line with the County's business practices and feasible to implement. As a result, the MRP may have an even greater negative impact on our budget and our ability to provide other vital public services.

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

Muller Ltr FCD

Muller Ltr County

Attachment C FCD

Attachment C County

Attachment B FCD

Attachment B County

Attachment A FCD

Attachment A County

Memo to TWIC

Minutes Attachments

No file(s) attached.

The Board of Supervisors

County Administration Building
651 Pine Street, Room 106
Martinez, California 94553-1293

John Gioia, 1st District
Gayle B. Uilkema, 2nd District
Mary N. Piepho, 3rd District
Susan A. Bonilla, 4th District
Federal D. Glover, 5th District

Contra Costa County



David Twa
Clerk of the Board
and
County Administrator
(925) 335-1900

March 24, 2009

John Muller, Chair
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California 94612

Re: Municipal Regional Permit (MRP) Tentative Order Comments

Dear Mr. Muller:

The purpose of this letter is to highlight the concerns of the Contra Costa County Flood Control and Water Conservation District (Flood Control District) regarding the current version of the draft Municipal Regional Permit Tentative Order (MRP) released by the San Francisco Bay Regional Water Quality Control Board (RWQCB) on February 11, 2009.

The Flood Control District supports the RWQCB's overarching goal of improving water quality. The Flood Control District strives to improve water quality and other environmental values in sustainable ways through sensitive development and management of its storm drainage facilities. The Flood Control District is a Special District, providing facilities to reduce the risks of flooding. Although the Flood Control District has jurisdiction throughout Contra Costa County, its facilities are confined to a very small geographic area that contains no permanent residential population. Funding for the maintenance of Flood Control District facilities is generated by property taxes on properties within the individual watersheds served by Flood Control District facilities. Due to the vagaries of property tax initiatives, the tax revenue in most watersheds is entirely inadequate or non-existent. In all cases, the Flood Control District's revenue is inadequate to allow the perpetual performance of its flood management mission. Additional funding requirements in the MRP will further reduce the Flood Control District's ability to carry out its present public safety responsibilities.

The Flood Control District offers the following summary of comments on the MRP

Tentative Order:

1) Provision C.3 – The MRP should provide an alternative means for compliance with water quality and flow control requirements. There are foreseeable situations where road construction and redevelopment projects, in particular, will be unable to provide on-site mitigation. We request the Board to allow jurisdictions to collaboratively develop regional facilities to treat storm runoff from areas not otherwise subject to C.3 requirements to provide a means of compliance for development and redevelopment projects that cannot reasonably incorporate on-site treatment works.

2) Provision C.5 – Illicit Discharge Detection and Elimination. The majority of the regional drainage facilities managed by the District flow through cities. The Flood Control District routinely screens its facilities for illicit discharges. However, the source of most of the illicit discharges found is located outside of Flood Control District property. The Flood Control District should not be responsible for tracking and following up on discharges with sources outside the District's property.

Some of the processes used by the District to remove large debris and large accumulations of debris from homeless encampments will require more than the maximum 10 days set forth in the MRP. We request that the Regional Board allow a maximum of 30 days to abate illegally dumped solid waste from District property.

3) Provision C.7 – The Flood Control District is not a population based entity. It is not staffed or funded to initiate the outreach activities required by the MRP. We request the Regional Board allow the District to participate collaboratively in outreach and community involvement events initiated by the County and cities in fulfillment of the C.7 requirements.

4) C.10 – Trash Reduction – With the exception of homeless encampments, the Flood Control District is not a significant source of trash. Therefore, the Regional Board should not require the District to install full capture devices at the end of pipes, since such installations mitigate sources of trash outside the District's property and should be the responsibility of adjacent jurisdictions. The District will cooperate with others for reasonable modification of its facilities to accommodate trash capture devices installed and maintained by others.

The District can also be reasonably expected to install trash booms in cooperation with upstream jurisdictions when costs for construction, operation and maintenance of the booms are shared proportionately to the trash loading generated by the various jurisdictions. Similarly, the District can be reasonably required to establish Trash Hot Spots, within its facilities, in partnership with upstream jurisdictions to measure the overall effectiveness of trash management programs. The Regional Board should

Mr. Muller
March 24, 2009
Page 3 of 3

encourage the collaborative participation of all benefiting jurisdictions by allowing participants to fulfill all or a portion of their trash monitoring and capture requirements by paying a proportionate share of the costs to establish, operate, maintain and monitor Hot Spot sites and trash booms within District right of way.

The Flood Control District should not be required to achieve Trash Action Levels for Hot Spot sites since the District is dependent on the successful management of trash discharges by upstream jurisdictions.

Thank you for the opportunity to comment on the MRP. Please see Attachment A (specific comments of the MRP), B (cost implications of the MRP) and C (bar graph of MRP cost implications) for more detailed comments.

Sincerely,

Supervisor Susan Bonilla, Chair
Board of Supervisors

RL:jj:lz
GrpData\FldCt\NPDES\PERMIT\MRP Letter BOS to SFRWQCB\FCD ltr to Mr. Muller.doc

Attachments:

Specific Comments by Provision (Attachment A – Flood Control)
Cost Implications (Attachment B)
Bar Graph of Cost Implications (Attachment C)

c: Dale Bowyer, Regional Water Quality Control Board
David Twa, County Administrator
Jason Crapo, Building Inspection Deputy Director
Catherine O. Kutsuris, Department of Conservation and Development Director
Silvana Marchesi, County Counsel
Lon Wixson, District Attorney
Michael Lango, General Services Director
Dr. William Walker, Health Services Director
Sherman Quinlan, Health Services, Environmental Health Director
Vince Guise, Agriculture Department Commissioner/Director
Julie Bueren, Public Works Director
Mitch Avalon, Deputy Public Works Director
Pattie McNamee, Deputy Public Works Director
Steve Kowalewski, Deputy Public Works Director
Brian Balbas, Deputy Public Works Director
Mike Carlson, Transportation Engineering
Greg Connaughton, Flood Control
Kevin Emigh, Construction
Keith Freitas, Airport
Mike Hollingsworth, Design
Gary Huisinigh, Engineering Services
Karen Laws, Real Property
Joe Yee, Maintenance
Don Freitas, Clean Water Program
Tom Dalziel, Clean Water Program
Rich Lierly, County Watershed Program
Charmaine Bernard, County Watershed Program
David Swartz, County Watershed Program
Michele Wara, Administration

The Board of Supervisors

County Administration Building
651 Pine Street, Room 106
Martinez, California 94553-1293

John Gioia, 1st District
Gayle B. Uilkema, 2nd District
Mary N. Piepho, 3rd District
Susan A. Bonilla, 4th District
Federal D. Glover, 5th District

Contra Costa County



David Twa
Clerk of the Board
and
County Administrator
(925) 335-1900

March 24, 2009

John Muller, Chair
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California 94612

Re: Municipal Regional Permit (MRP) Tentative Order Comments

Dear Mr. Muller:

The purpose of this letter is to highlight significant issues with the current version of the draft Municipal Regional Permit Tentative Order (MRP) released by the San Francisco Bay Regional Water Quality Control Board (RWQCB) on February 11, 2009. This letter provides comments and concerns that the Contra Costa County Board of Supervisors has with regards to this MRP, and how it may adversely impact the citizens, businesses and government of Contra Costa County.

During last year's RWQCB hearing, this board provided a letter to the RWQCB highlighting our concerns. In addition, several elected officials from the County, and Contra Costa cities spoke at the hearing. As a result of the written and oral testimony, the RWQCB has re-worked and re-submitted the MRP as of February 11, 2009. Although this revised MRP is better and more workable, there are still significant issues and areas of concern that need to be addressed.

The County continues to support the RWQCB's overarching goal to improve water quality. The County embraces overall principles of environmental sustainability. However, achieving water quality goals in the MRP must be reviewed in the context of meeting the County's total responsibilities, such as smart growth, affordable housing, and protecting the health and safety of our citizens in the most cost effective and environmentally sensitive manner possible. The County must be able to protect and improve the natural environment in a sustainable fashion that does not jeopardize our other responsibilities and goals, and does not conflict with other regulations that we and our local municipalities have to contend with. We would like to continue to work

with the Regional Board to meet water quality goals in addition to our other responsibilities in the most cost-effective manner possible.

We estimate the additional direct cost to implement the MRP in our unincorporated communities to be \$34.5 million over the next five years. Unfortunately, the budget issues faced by the County and the State are worse this year than they were last year. For Fiscal Year 08/09, the County cut \$90 million from our budget and is still facing an additional deficit of \$35 million. Facing the increased costs associated with this MRP in an economic environment where we are forced to lay off many long time employees and drastically cut social services is extremely difficult.

Given our limited ability to generate funding, the high cost of implementing this MRP may result in an even more drastic reduction of services to our citizens. The additional costs associated with this MRP include direct costs and indirect costs. Indirect costs are related to two major issues with this MRP. First, it seems parts of this MRP were written without a clear understanding of how County governments function and what are our roles, responsibilities, and limitations. Second, this issue is further complicated and compounded by this MRP having a "one size fits all" approach.

An example of this is the elimination of the alternative compliance provision for road projects and eliminating the "grandfathering" provisions. Below is an example of how these seemingly "innocuous" changes have negative ramifications for one of our road projects, the **Vasco Road Safety Improvement Project**.

The Vasco Road Safety Improvement Project is a relatively simple and typical road widening project in a rural unincorporated part of our County. Vasco Road is a heavily used rural road and in the past years (1996-2006) has seen 330 collisions resulting in 128 injured motorists and 6 fatalities. The project is designed to install median barriers and road widening to make this section of the road safer for the motoring public. Since Vasco Road is located in a hilly area with unstable slopes and limited right of way, the potential impacts on water quality (additional impervious surface area) cannot be treated where the impervious surface is being created. So this project is being designed with the current permit provision which allows for alternative treatment. An equal or greater amount of existing impervious surface area run-off is being treated as close to the project as possible, but in an area that does not have the same limitations (steep/unstable slopes and limited right of way). Under the provisions of this new proposed MRP, alternative compliance is no longer an option for road projects, and the "grandfathering" provision has been removed. As a result, the regulatory permits (including Fish and Game, Fish and Wildlife, and Army Corps of Engineers), and the design which are both approximately 80% complete will likely have to be modified significantly, resulting in greater increases in cost and delays in construction for this safety improvement project. This project already has an extremely

expedited timeline as it is funded with \$10 million of Federal Stimulus Funds. If there is no allowance for alternative compliance, or transition/"grandfather" for projects currently in design, then the County will lose the Stimulus Funding.

We are not saying that projects should not be done in an environmentally sensitive manner as possible, however, regulation should be written with sensitivity and understanding of its effects on local government projects. This project also highlights how "one size" does not fit all. These same issues would not be present in a more urban project. It would be better to provide us with standards that must be met and allow us to decide the best, most cost-effective way to meet those standards.

Now more than ever the Regional Board should not be promulgating such costly regulation without providing offsetting funds and flexibility. Without additional funding, local government will be forced to reduce safety, health and other programs, and without flexibility public money will be wasted on implementation of ineffective regulations. We are sure this is not what the RWQCB intends. We request the Regional Board lead the effort to develop the funding sources necessary to implement the MRP, work collaboratively with us on an implementation schedule as funding is developed and provide local municipalities with goals that need to be met and leave the details of the method of meeting those goals to the local municipality.

We want to work together with the Regional Board to meet water quality goals with the most cost-effective expenditure of public funds. Give us the water quality goals and allow us to work with you to develop the most effective implementation measures to the extent our resources will allow.

The county and cities of Contra Costa are deeply concerned about the MRP as it is currently written. We are encouraged, however, that this MRP will be administered on a regional basis. This will allow for an economy of scale in tackling some of the issues. By applying the same regulations to all the Phase I communities in the San Francisco Bay Area, it is hoped that we may address some of these issues on a regional basis with regional solutions, regulations and legislation.

Contra Costa County is supportive of the water quality improvement goals of the RWQCB and the MRP and looks forward to working with the RWQCB to refine the MRP to meet its water quality goals in a manner that facilitates permit implementation. Contra Costa County will continue to protect and enhance our natural environment, while sustaining the health and well being of our communities, to the extent our resources allow.

Mr. Muller
March 24, 2009
Page 4 of 4

Thank you for the opportunity to comment on the MRP. Please see Attachment A (specific comments of the MRP), B (cost implications of the MRP) and C (bar graph of MRP cost implications) for more detailed comments.

Sincerely,

Supervisor Susan Bonilla, Chair
Board of Supervisors

RL:jj:lz

G:\fldct\NPDES\PERMIT\MRP Letter BOS to SFRWQCB\County ltr to Mr. Muller.doc

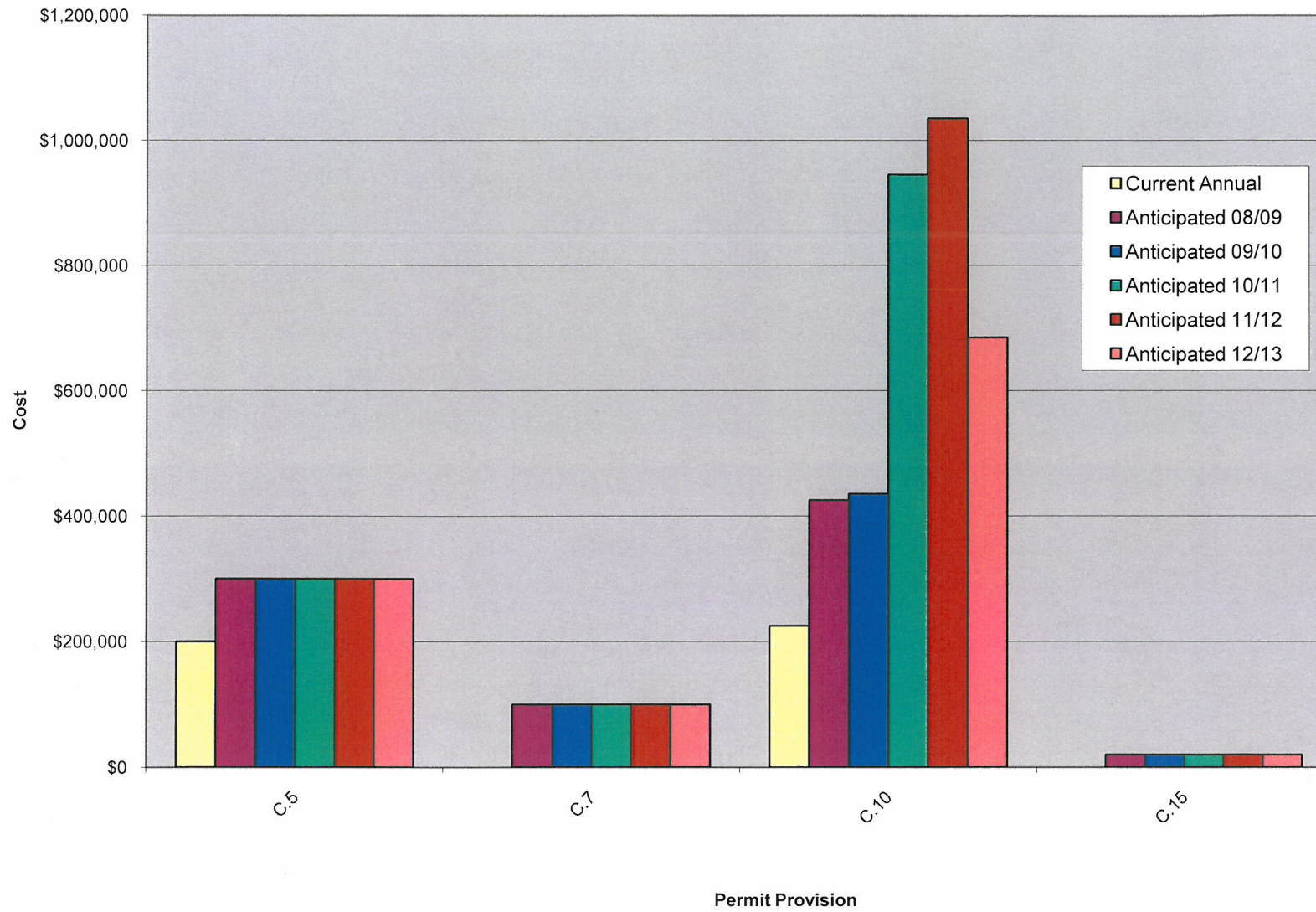
Attachments:

Specific Comments by Provision (Attachment A – County)
Cost Implications (Attachment B)
Bar Graph of Cost Implications (Attachment C)

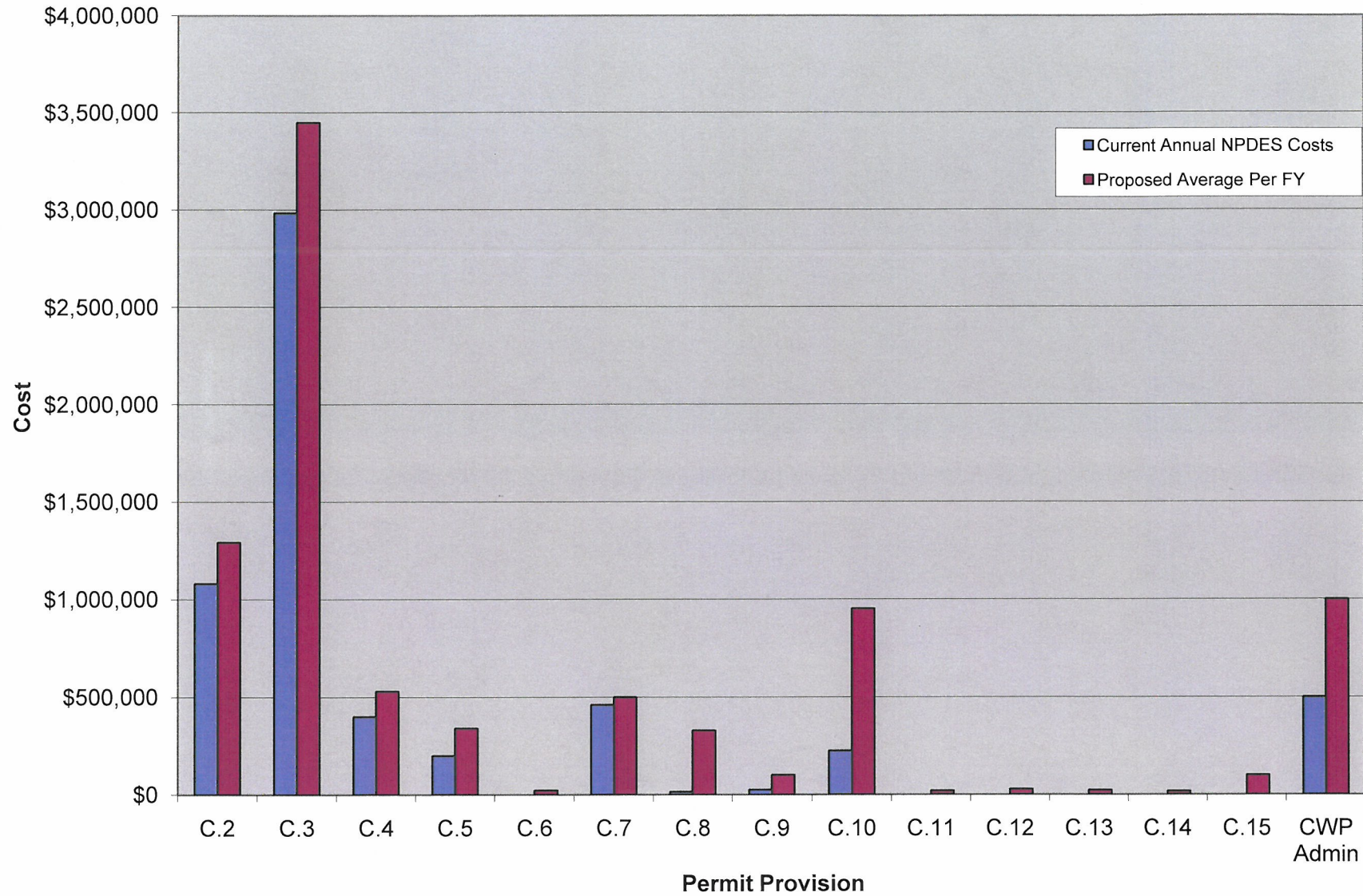
c: Dale Bowyer, Regional Water Quality Control Board
David Twa, County Administrator
Jason Crapo, Building Inspection Deputy Director
Catherine O. Kutsuris, Department of Conservation and Development Director
Silvana Marchesi, County Counsel
Lon Wixson, District Attorney
Michael Lango, General Services Director
Dr. William Walker, Health Services Director
Sherman Quinlan, Health Services, Environmental Health Director
Vince Guise, Agriculture Department Commissioner/Director
Julie Bueren, Public Works Director
Mitch Avalon, Deputy Public Works Director
Pattie McNamee, Deputy Public Works Director
Steve Kowalewski, Deputy Public Works Director
Brian Balbas, Deputy Public Works Director
Mike Carlson, Transportation Engineering
Greg Connaughton, Flood Control
Kevin Emigh, Construction
Keith Freitas, Airport
Mike Hollingsworth, Design
Gary Huisinigh, Engineering Services
Karen Laws, Real Property
Joe Yee, Maintenance
Don Freitas, Clean Water Program
Tom Dalziel, Clean Water Program
Rich Lierly, County Watershed Program
Charmaine Bernard, County Watershed Program
David Swartz, County Watershed Program
Michele Wara, Administration

Attachment C - FCD

Annual MRP Implementation Cost



Comparison of Current Annual NPDES Costs to Average Annual Proposed MRP Costs



Attachment B - Flood Control
COST IMPLICATIONS OF MUNICIPAL REGIONAL PERMIT (MRP) COMPONENT HIGHLIGHTS

Provision	2009-2010 FLOOD CONTROL DISTRICT (FCD) / FLOOD CONTROL DISTRICT										
	Components	Current	Proposed	Implementation Dates	Current Cost	Estimated Cost by Year					Policy Implications
						FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	
C.5	ILLCIT DISCHARGE DETECTION AND ELIMINATION										
		Respond to reports of illicit discharges and conduct enforcement activities. Report to RWQCB.	(1) Legal authority to prohibit and control illicit discharges and escalate stricter enforcement to achieve compliance within 10 days or before next rain event. (2) Develop Enforcement Response Plan defining procedures for responding to illicit discharges, providing for escalating enforcement responses. (3) Develop a database (or "tabular system") to record illicit discharge control activities for tracking and follow-up including data on response times and timeliness of corrective action. (4) Increases oversight of Mobile Sources (i.e. power washing, carpet cleaning). (5) Implement a screening program in above ground check points in the MS4 collection system (storm drains) 1 screening per square mile of urban & suburban jurisdiction area, less open space.	7/1/09	\$200,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	County role will shift from oversight and assistance to enforcement, punishment, and cleanup. County may need to expand authority to utilize escalating penalties for illicit discharges, and may need to change procedures to require cease and desist. Requires County to regularly patrol for NPDES violations.
					\$200,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	
C.7	PUBLIC INFORMATION AND OUTREACH										
			(1) Two advertising campaigns (trash and pesticides) with pre- and post-campaign surveys of the public. (2) Annually participate in and/or host 6 public outreach events and 2 citizen involvement events. (3) Encourage and support watershed stewardship collaborative efforts of community groups. (4) Annually conduct outreach activities targeted towards school age children.	(1) 7/1/2009-end of permit (2) 7/1/2009 (3) 7/1/2009 (4) 7/1/2009	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
			Cost Totals		\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
C.10	TRASH REDUCTION										
		None	(1) Identify 6 Trash Hot Spots within creeks in the Flood Control District's "jurisdiction" (subject to review/approval by Water Board). Conduct 2 annual trash surveys to monitor trash levels at each Trash Hot Spot. Reduce level of trash impairment at Trash Hot Spots to below 100 pieces of trash within 100 foot assessment reach of creek. (2) Install "Full Trash Capture Devices" (FTCD) which must trap all particles retained by a 5mm (0.2 inch) mesh screen. A minimum of 4 FTCDs must be installed at outfalls into Flood Control channels (2' minimum diameter); although an option of installing 2 trash booms is also provided, it does not appear that this could be completed without environmental impacts that outweigh benefits. Operate and maintain FTCDs. (3) Prepare a plan to entirely eliminate trash impacts on waterways by 2024.	7/1/2012 Trash Hot Spots' level of trash impairment must be reduced to below 100 pieces of trash per 100 foot assessment reach. 2/1/2010 Propose Trash Hot Spots 7/1/13 FTCD Installation Complete 10/15/2013 Report on Long Term Plan to Eliminate Trash Impacts	\$225,000	\$425,000	\$435,000	\$945,000	\$1,035,000	\$685,000	Conceptually inappropriate in that the Flood Control District does not host any land uses that are sources of trash, and is rather the recipient of trash with sources in adjacent jurisdictions. Does not recognize limitations on Flood Control District funding. Does not respect that Flood Control District cannot control sources outside its jurisdiction. Substantial costs to Flood Control District associated with implementing FTCDs; ongoing costs of maintaining FTCDs. Potential increased enforcement. Implicitly encourages Flood Control District to eliminate homeless persons' contribution to trash impacts (i.e. removal of homeless encampments near waterways). Requires development of an unachievably ambitious plan to entirely eliminate trash impacts, which would require require activity by the Flood Control District well in excess of what is possible.

Attachment B - Flood Control
COST IMPLICATIONS OF MUNICIPAL REGIONAL PERMIT (MRP) COMPONENT HIGHLIGHTS

Provision	Components	Current	Proposed	Implementation Dates	Current Cost	Estimated Cost by Year					Policy Implications
						FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	
			Cost Totals		\$225,000	\$425,000	\$435,000	\$945,000	\$1,035,000	\$685,000	
C.15 EXEMPTED AND CONDITIONALLY EXEMPTED DISCHARGES											
C.15. b	CONDITIONALLY EXEMPTED DISCHARGES	Non-specific requirements. (*Interim guidance released by the Water Board has established oversight of potable water discharges.)	Sets forth categories of conditionally exempt non-stormwater discharges that may only be allowed if it is ensured that required BMP's and control measures are implemented, including discharges of potable water (requiring oversight of Water Agencies) and emergency discharges (requires over site of Fire District). Requires the Flood Control District to track, monitor, and report these discharge types.	7/1/10	\$10,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	Requires Flood Control to oversee/regulate discharges by the Fire Districts and Water Agencies, and to subsequently exercise this authority. It may not be possible to recover expenses associated with the requirements of this section.
			Cost Totals		\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	
TOTAL ESTIMATED MRP COSTS					\$425,000	\$845,000	\$855,000	\$1,365,000	\$1,455,000	\$1,105,000	

NOTES:

- * Note costs listed above as excluded from cost calculations.
- * All future costs estimated in 2008 dollars, with no adjustment for inflation.
- * Capital costs annualized when not specified by implementation dates.
- * Costs are specific to NPDES compliance-related portions of County activities.
- * For provisions where implementation dates are not specified, assume implementation date of July 1,2008 or upon issuance of permit.
- * Assume for costs near high end of anticipated range.

Attachment B - County
COST IMPLICATIONS OF MUNICIPAL REGIONAL PERMIT (MRP) COMPONENT HIGHLIGHTS

Provision	Components	Current	Proposed	Implementation Dates	Current Cost	Estimated Cost by Year					Policy Implications
						FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	
C.2	MUNICIPAL OPERATIONS										
C.2.a	STREET SWEEPING	Public curbed streets swept once a month.	Street sweeping requirement removed (but still implicitly required to reduce pollutants to the maximum extent practicable as well as explicitly in C.11 and C.12). All wash water is prohibited from being discharged to the stormdrain system, and must be captured on site and disposed of through other means.	N/A	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	Sections C.11.d and C.12.d imply that continuing street sweeping is expected, though it is no longer explicitly required by the permit. Since current levels of street sweeping contribute to current levels of water quality, this permit implicitly requires that the County continue to conduct this activity. The County will presumably continue to provide current levels of street sweeping service.
C.2.b	SIDEWALK/PLAZA CLEANING	Use BMP's Bay Area Stormwater Management Agencies Association (BASMAA) mobile surface cleaning certification program to reduce pollutants.	Coordinate with sanitary sewer agencies to determine if disposal to sanitary sewer is available.		\$0	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	May result in reduction in cleaning of public spaces.
C.2.c	BRIDGE AND STRUCTURE MAINTENANCE AND GRAFFITI REMOVAL		(1) Implement BMPs to prevent polluted stormwater and non-stormwater discharge from bridges and structural maintenance activities directly over water or into storm drains (2) Implement BMPs to prevent pollution associated with graffiti removal.		\$0	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	
C.2.f	CATCH BASIN CLEANING	Inspect and clean (if necessary) once a year.	Catchbasin cleaning requirement removed (but still implicitly required).	N/A	\$775,000	\$775,000	\$775,000	\$775,000	\$775,000	\$775,000	Sections C.11.d and C.12.d imply that continuing catch basin cleaning is expected, though it is no longer explicitly required by the permit. Since current levels of catch basin cleaning contribute to current levels of water quality, this permit implicitly requires that the County continue to conduct this activity. The County will presumably continue to provide current levels of catch basin cleaning.
C.2.d	STORMWATER PUMP STATIONS	Inspect and clean at least once a year.	(1) Establish inventory of all pump stations in jurisdiction (2) Inspect and collect dissolved oxygen data from all pump stations twice a year during the dry season beginning 2010; (3) If dissolved oxygen content is at or below 3 mg/L apply corrective actions; (4) Inspect pump stations in the first business day after ¼-inch within 24 hour and larger storm events.	Inventory 11/1/2009 Inspections 2010	\$45,000	\$75,000	\$90,000	\$90,000	\$90,000	\$90,000	Assumes that sanitary districts will be willing/able to cooperate.
C.2.e	RURAL PUBLIC WORKS CONSTRUCTION AND MAINTENANCE	None	(1) Consider potential impacts water quality (erosion potential, slope steepness, stream habitat resources) when prioritizing projects. road project, consistent with Provision C.3 requirements of this Order. (2) Develop BMPs for erosion and sediment control during and post construction for rural roads. (a) Implement a pre-rainy season inspection program for rural roads to prevent impacts on water quality. (b) Increase maintenance on rural roads adjacent to streams and riparian habitat to prevent impacts to water quality. (c) Ensure that replaced/new culverts and bridge crossings do not impede fish passage or impact natural stream geomorphology.		\$260,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	If new/additional funding is not developed, will result in reduction in the number of annual road maintenance projects (more deferred maintenance).
			Subtotal		\$1,080,000	\$1,280,000	\$1,295,000	\$1,295,000	\$1,295,000	\$1,295,000	

Provision	Components	Current	Proposed	Implementation Dates	Current Cost	Estimated Cost by Year					Policy Implications
						FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	
C.3	NEW DEVELOPMENT AND REDEVELOPMENT				† These estimates only account for additional costs associated with MRP (excludes cost of public projects under current permit). Project costs vary. No projects incorporating permanent stormwater management facilities have been completed to date.						
C.3.b	REGULATED PROJECTS	(1) Public and private projects that create and/or redevelop at least 10,000 square feet of impervious surface area to install permanent stormwater management facilities (PSWMFs) to treat runoff and control its flow rate, and requires the operation and maintenance of the PSWMFs in perpetuity. 2) Exception for most road re-construction.	(1) Threshold for PSWMF requirements reduced to 5,000 square feet of new/redeveloped impervious surface area for certain projects. (2) Expanded requirement for some "new" road projects to install PSWMFs; eliminates requirement for road reconstruction projects to install PSWMFs. (3) Private projects will be "grandfathered" only if all "final, staff-level discretionary approvals" have been granted prior to effective dates in NPDES permit. (4) Public projects will be "grandfathered" only if funds have been committed and project is scheduled to begin prior to effective dates in NPDES permit.	7/1/10 ("Special Land Uses" dropped to 5,000 square foot threshold) Immediate ("New Road Projects")	currently limited to planning and design stage; the County has yet to install any PSWMFs). Estimated annual costs of designing and installing PSWMFs as required by the current permit are provided at right. This only evaluates costs for Public Works Projects (excludes General Services Department projects, which will vary more than Public Works Department costs). *Private development related costs borne by developers.	Estimated Cost Under Current Permit: \$2,300,000 MRP: \$2,800,000	Estimated Cost Under Current Permit: \$2,900,000 MRP: \$3,400,000	Estimated Cost Under Current Permit: \$2,600,000 MRP: \$2,900,000	Estimated Cost Under Current Permit: \$3,300,000 MRP: \$3,600,000	Estimated Cost Under Current Permit: \$3,300,000 MRP: \$3,700,000	Increased development costs. More new projects will incorporate permanent stormwater management facilities; owners will be required to maintain the facilities in perpetuity. Increased public project design/construction costs. Will result in decrease in "new" road construction projects (this includes expansions), if additional funding is not developed. Provides disincentives to providing bicycle lanes and sidewalks for some projects. Higher percentage of road construction and expansion projects will be required to incorporate permanent stormwater management facilities; the County will be required to maintain these facilities in perpetuity. "Regulated Projects" (that meet definitions/thresholds for requirement to comply with Provision C.3) that have already been deemed complete, but have not received "final, staff-level discretionary approval," will be required to comply with C.3. This will affect projects that have yet to receive final discretionary approval, including those projects that have been working toward compliance with C.3 pursuant to the existing permit, and projects that were "grandfathered" under the existing permit because they were deemed complete prior to the effective date of C.3 (existing permit). This will require the County to modify recommended conditions of approval for projects that have already received final recommended conditions but have not been granted final discretionary approval, and to require compliance for projects that are "grandfathered" under the current permit. Will result in decrease in road construction and rehabilitation projects, if additional funding is not developed. Increased cost for design and construction of stormwater management facilities for public projects that have already been scheduled by effective date, but have not been scheduled to begin by the effective date.
C.3.e	ALTERNATIVE COMPLIANCE with PROVISION C.3.b	Allows for a wide variety of projects to provide "alternative compliance" with C.3, including offsite treatment of equivalent amounts of runoff, and contributing to regional treatment projects. Some require review and approval of alternative compliance regime (by the Water Board).	Facilitates alternative compliance for certain Transit-Oriented Development, Affordable Housing, and Infill Projects (but with severe restrictions). Disallows alternative compliance for all other project types.	7/1/10	N/A	*See note (right column)	*See note (right column)	*See note (right column)	*See note (right column)	*See note (right column)	Eliminates a potentially more economic means of complying with C.3 for many public and private projects. Disallowing alternative compliance does not necessarily benefit water quality any more. Will cause severe problems with complying with C.3 for certain road projects, by effectively requiring needlessly complicated engineering to treat stormwater from the impervious surface being created, and requiring on-site treatment. This will be especially problematic in urbanized areas, areas without any drainage infrastructure, and areas with severe topographic constraints. It is not possible at this time to provide a reasonable estimate of the cost increase for County road projects due to the elimination of the alternative compliance option. Some projects C.3 compliance costs (in C.3 tables below) will be dramatically increased; some projects may become physically or financially infeasible.

Attachment B - County
COST IMPLICATIONS OF MUNICIPAL REGIONAL PERMIT (MRP) COMPONENT HIGHLIGHTS

Provision	Components	Current	Proposed	Implementation Dates	Current Cost	Estimated Cost by Year					Policy Implications
						FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	
C.3.h	OPERATION AND MAINTENANCE OF STORMWATER TREATMENT SYSTEMS	<p>All Permanent Stormwater Management Facilities (PSWMFs) must be operated and maintained in perpetuity.</p> <p>County is required to verify that PSWMFs serving privately development projects are adequately operated and maintained by the property owners; Community Facilities District (CFD) No. 2007-1 will provide a funding source for County oversight of the maintenance of private PSWMFs.</p> <p>The County will be responsible for operation and maintenance of PSWMFs installed on County projects.</p>	No significant changes.		<p>†*County has not installed any PSWMFs to date.</p> <p>Estimated annual costs of operating and maintaining PSWMFs as required by the current permit are provided at right.</p> <p>Solely inclusive of costs relative to PSWMFs developed by the Public Works Department (see note regarding General Services District, above (C.3.b).</p>	<p>Estimated Cost Under Current Permit: \$0</p> <p>MRP: \$0</p>	<p>Estimated Cost Under Current Permit: \$45,000</p> <p>MRP: \$55,000</p>	<p>Estimated Cost Under Current Permit: \$130,000</p> <p>MRP: \$150,000</p>	<p>Estimated Cost Under Current Permit: \$160,000</p> <p>MRP: \$190,000</p>	<p>Estimated Cost Under Current Permit: \$180,000</p> <p>MRP: \$220,000</p>	<p>Requirement to install more PSWMFs and more complicated PSWMFs (per other sections of C.3) will increase costs of operating and maintaining PSWMFs. As the County installs more PSWMFs, the increased expense of operating and maintaining the PSWMFs will be magnified.</p>
C.3.i	REQUIRED SITE DESIGN MEASURES FOR SMALL PROJECTS AND DETACHED SINGLE-FAMILY HOME PROJECTS	<p>Incorporate stormwater treatment to "maximum extent practical."</p>	<p>Provides a list of 6 site design measures, one of which must be incorporated into every development project (requiring permits) that create and/or replace between 2,500 and 10,000 square feet of impervious surface.</p>	7/1/12	<p>\$0</p> <p>*Private development related costs to be borne by developers.</p>	\$0	\$0	\$75,000	\$75,000	\$75,000	<p>Adds a potentially expensive requirement to many private development projects. None of the listed site design measures may be feasible for certain development sites.</p> <p>Site design features presumably must be inspected.</p>
					* Current cost shown as average						
			Subtotals		\$2,983,000	\$2,800,000	\$3,455,000	\$3,125,000	\$3,865,000	\$3,995,000	
C.4	INDUSTRIAL AND COMMERCIAL SITE CONTROLS										
C.4.a	LEGAL AUTHORITY FOR EFFECTIVE SITE MANAGEMENT	<p>Inspect restaurants and auto related business at least once every five years. Work with them to improve practices. Enforcement for blatant violators is handled by the DA's office.</p>	<p>(1) Legal authority to oversee, inspect, and require expedient compliance and pollution abatement at all industrial and commercial sites which may be reasonably considered to cause or contribute to pollution of stormwater runoff.</p> <p>(2) Violations corrected prior to next rain event or within 10 business days after violations are noted.</p> <p>(3) Develop and implement a prioritized inspection workplan.</p> <p>(4) Annually update and maintain a list of priority facilities to inspect.</p> <p>(5) Develop and implement an Enforcement Response Plan for inspection staff to take consistent actions to achieve compliance from all public and private construction site operators.</p> <p>(6) Train inspectors annually.</p>	<p>10/15/2010 Inspection Plan</p> <p>Subsequent increased inspections.</p>	<p>\$400,000</p>	\$450,000	\$550,000	\$550,000	\$550,000	\$550,000	<p>Requires County to enforce State General Permit provisions. Expands County responsibility to include businesses that already have coverage under the State General Permit.</p>
			Cost Totals		\$400,000	\$450,000	\$550,000	\$550,000	\$550,000	\$550,000	

Attachment B - County
COST IMPLICATIONS OF MUNICIPAL REGIONAL PERMIT (MRP) COMPONENT HIGHLIGHTS

Provision	Components	Current	Proposed	Implementation Dates	Current Cost	Estimated Cost by Year					Policy Implications
						FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	
C.5	ILLCIT DISCHARGE DETECTION AND ELIMINATION										
			(1) Legal authority to prohibit and control illicit discharges and escalate stricter enforcement to achieve compliance. (2) Defines a range of illicit discharges to be addressed (though County responsibility is not limited to those discharges. (3) Perform routine inspections in an attempt to locate violators or potential violators. Conduct dry weather surveys (at least one per square mile , excluding open space) in an effort to locate illicit discharges. Create a map and a report of all investigations (including dry weather surveys) and make information available to the public. (4) Develop Enforcement Response Plan defining procedures for responding to illicit discharges, providing for escalating enforcement responses. (5) Develop a database (or "tabular system") to record illicit discharge control activities. (6) Increases oversight of Mobile Sources (i.e. power washing, carpet cleaning).	4/1/10	\$200,000	\$300,000	\$350,000	\$350,000	\$350,000	\$350,000	County role will shift from oversight and assistance to enforcement, punishment, and cleanup. County may need to expand authority to utilize escalating penalties for illicit discharges, and may need to change procedures to require cease and desist. Requires County to regularly patrol for NPDES violations.
		Respond to reports of illicit discharges and conduct enforcement activities. Report to RWQCB.									
					\$200,000	\$300,000	\$350,000	\$350,000	\$350,000	\$350,000	
C.6	CONSTRUCTION SITE CONTROL										
		(1) Require erosion and sediment controls on active construction sites between October 1st and April 30th. Inspection conducted in conjunction with grading operations; (2) Require plans for erosion and sediment controls (stormwater pollution prevention plan – SWPPP). Inspect construction sites (as part of normal business) to make sure no sediment is discharged at the construction site (as needed).	(1) Requires seasonally- and project-appropriate pollution controls (in six categories, not only erosion and sediment control) be in place at construction sites. (2) Requires development of prescriptive Enforcement Response Plan detailing procedures for escalating enforcement activities on sites that do not provide adequate construction site pollution control. (3) Provides for designation of high-priority sites (which may be designated by the Water Board), with increased inspection requirements. (4) Detailed reporting requirements.		*\$0 *Excluded - currently funded entirely by development permit fees; anticipated additional costs shown at right.	\$30,000	\$20,000	\$20,000	\$20,000	\$20,000	Increases costs for public and private construction projects (primarily to be borne by developers). Increases tracking/reporting expenses for County.
			Cost Totals			\$30,000	\$20,000	\$20,000	\$20,000	\$20,000	
C.7	PUBLIC INFORMATION AND OUTREACH										
		(1) 90% of public stormdrain inlets need to be marked "no dumping" and markers shall be maintained as necessary. (2) No Requirement (3) Participate in or conduct at least eight outreach events per year. (4) Unchanged. (5) No requirement, but we do currently fund and promote this.	(1) 80% of municipally-maintained stormdrain inlets shall be marked by end of permit. 80% of inlet markers shall be inspected and maintained at least once every 5 years. (2) Two advertising campaigns (trash and pesticides) with pre- and post-campaign surveys of the public. (3) Annually participate in and/or host 5 public outreach events and 2 citizen involvement events. (4) Encourage and support watershed stewardship collaborative efforts of community groups. (5) Annually conduct outreach activities targeted towards school age children.	(1) 10/15/2013 Completion (2) 7/1/2009-end of permit (3) 7/1/2009 (4) 7/1/2009 (5) 7/1/2009	\$460,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	
			Cost Totals		\$460,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	

Attachment B - County
COST IMPLICATIONS OF MUNICIPAL REGIONAL PERMIT (MRP) COMPONENT HIGHLIGHTS

Provision	Components	Current	Proposed	Implementation Dates	Current Cost	Estimated Cost by Year					Policy Implications
						FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	
C.8	WATER QUALITY MONITORING										
		None (Current volunteer monitoring program fulfills future bioassessment requirements).	Requires San Francisco Estuary Receiving Water Monitoring contribution to Regional Monitoring Program Requires Status Monitoring of 8 watershed in CCCounty including: (1) 10 bioassessments w/physical habitat and general water chemistry per year (2) Chlorine at 10 sites twice per year. (3) Nutrients at 10 sites 3 times per year in conjunction w/ algae & water column toxicity (4) General water quality at 2 sites / year at 15 min. intervals from June - Sept. (5) Temperature at 4 sites / year at 60 min. intervals from April - Sept. (6) Diazinon and chlorporifos at two sites twice per year. (7) Toxicity in bedded sediment five sites per year. (8) Pollutants in bedded sediment five sites per year. (9) Pathogen indicators five sites per year. (10) Stream survey six stream miles per year. Long Term Monitoring of Kirker or Walnut Creek to include metals, organics, suspended sediments, toxicity and Monitoring Projects: (1) Stressor/Source identification (2) BMP Effectiveness Investigation (3) Geomorphic Project Pollutants of Concern Monitoring to develop waste load allocations for TMDL's at Rheem Creek and Walnut Creek four times per year for Copper, Mercury, Methyl Mercury, PCB's, Suspended Sediments, Total Organic Carbon and twice in Years 2 and 4 for Selenium, PBDE's, PAH, Chlordane, DDT's, Dieldrin, Nitrate, Pyrethroids, Phosphorous and Speical Projects: (1) Sediment Delivery Estimate/Budget	Various deadlines for different requirements.	\$15,000	\$275,000	\$350,000	\$325,000	\$360,000	\$330,000	Developing data for potential future TMDLs (Total Maximum Daily Loads); traditionally a State responsibility. Significant costs placed upon County that would traditionally have been borne by the Water Board.
			Cost Totals		\$15,000	\$275,000	\$350,000	\$325,000	\$360,000	\$330,000	
C.9	PESTICIDES TOXICITY CONTROL										
		Integrate IPM to the Maximum Extend Practicable (MEP).	(1) Adopt Integrated Pest Management (IPM) Policy or Ordinance (2) Require use of IPM in municipal operations (3) Train County employees in IPM (4) Require County-hired contractors to implement IPM (5) Track and Participate in Regulatory Processes (6) Require agricultural businesses to implement IPM (7) Evaluate source control actions (8) Conduct additional public outreach promoting IPM	7/1/2010 IPM Policy and Ordinances 7/1/2010 County/Contractors Implement IPM	\$25,000	40000	\$120,000	\$120,000	\$120,000	\$120,000	Review IPM ordinance/policies for compliance with new requirements. Require IPM-certified contractors. Outreach to pesticide sellers/users.
			Cost Totals		\$25,000	\$25,000	\$120,000	\$120,000	\$120,000	\$120,000	

Provision		Components	Current	Proposed	Implementation Dates	Current Cost	Estimated Cost by Year					Policy Implications
							FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	
C.10		TRASH REDUCTION										
			None	(1) Identify 5 Trash Hot Spots within creeks in the County's jurisdiction (subject to review/approval by Water Board). Conduct 2 annual trash surveys to monitor trash levels at each Trash Hot Spot. Reduce level of trash impairment at Trash Hot Spots to below 100 pieces of trash within 100 foot assessment reach of creek. (2) Install "Full Trash Capture Devices" (FTCD) which must trap all particles retained by a 5mm (0.2 inch) mesh screen. FTCDs must be installed to capture trash from 157 acre catchment area (MRP specifies an area equivalent to 30% of the County's Retain/Wholesale Commercial Land (per ABAG 2005 Land Use Survey)). Operate and maintain FTCDs. (3) Prepare a plan to entirely eliminate trash impacts on waterways by 2024.	7/1/2012 Trash Hot Spots' level of trash impairment must be reduced to below 100 pieces of trash per 100 foot assessment reach. 2/1/2010 Propose Trash Hot Spots 7/1/13 FTCD Installation Complete 10/15/2013 Report on Long Term Plan to Eliminate Trash Impacts	\$225,000	\$360,000	\$450,000	\$1,850,000	\$1,750,000	\$350,000	Substantial costs to County associated with implementing FTCDs; ongoing costs of maintaining FTCDs. Increased costs to businesses and increased enforcement. Encourages passage of new ordinances to reduce trash (i.e. litter control, illegal dumping, bans on styrofoam / plastic bags.) Implicitly encourages County to eliminate homeless persons' contribution to trash impacts (i.e. removal of homeless encampments near waterways). Requires development of an unachievably ambitious plan to entirely eliminate trash impacts, which would require activity by the County well in excess of what is possible. Does not adequately address the facts that trash sources within one jurisdiction may cause a waterway within a neighboring jurisdiction to become impaired with trash, and that it may not be possible for the trash-receiving municipality to address trash sources located outside of its jurisdiction.
				Cost Totals		\$225,000	\$360,000	\$450,000	\$1,850,000	\$1,750,000	\$350,000	
C.11		MERCURY CONTROLS										
			None	Implement urban runoff requirements of the mercury TMDL to reduce mercury loads. Develop allocation sharing scheme with Caltrans. Conduct pilot projects to evaluate on-site stormwater treatment via retrofit. Conduct pilot projects to evaluate and enhance municipal sediment removal and management practices. Divert dry weather and first flush flows to POTWs. Conduct fate and Transport Study of Mercury in urban run-off. Develop a risk reduction program throughout the region. Conduct pilot projects to investigate and abate mercury sources in drainages. Develop and implement a mercury collection and recycling program.	7/1/09	\$0	\$10,000	\$15,000	\$25,000	\$25,000	\$25,000	Requires cooperation with sanitary sewer districts and CalTrans (and potentially ties our compliance with their willingness to cooperate).
				Cost Totals		\$0	\$10,000	\$15,000	\$25,000	\$25,000	\$25,000	
C.12		PCB CONTROLS										
			None	Implement urban runoff requirements of the PCB TMDL to reduce PCB loads. Implement regional project for PCB containing equipment identification and reporting during industrial inspections. Conduct pilot projects to evaluate management of PCB containing wastes during demolition and renovation. Conduct pilot projects to investigate and abate on-land locations w/elevated PCBs. Conduct pilot projects to evaluate and enhance municipal sediment removal and management practices. Divert dry weather and first flush flows to POTWs. Conduct Fate and Transport Study of PCBs in urban run-off. Develop a risk reduction program throughout the region.	7/1/09	\$0	\$20,000	\$25,000	\$30,000	\$30,000	\$30,000	Requires cooperation with sanitary sewer districts and CalTrans (and potentially ties our compliance with their willingness to cooperate).
				Cost Totals		\$0	\$20,000	\$25,000	\$30,000	\$30,000	\$30,000	

Attachment B - County
COST IMPLICATIONS OF MUNICIPAL REGIONAL PERMIT (MRP) COMPONENT HIGHLIGHTS

Provision	Components	Current	Proposed	Implementation Dates	Current Cost	Estimated Cost by Year					Policy Implications
						FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	
C.13	COPPER CONTROLS										
		None	Ensure proper management of wastewater from copper features and discharges from pools, spas and fountains. Ensure that construction projects and industrial facilities do not discharge copper. Requirement to participate in non-profit Brake Pad Partnership (intended to phase copper out of brake pads). Conduct technical studies of copper toxicity in sediments and on samonids.	7/1/2010 Report to certify adequate legal authority	\$0	\$30,000	\$20,000	\$20,000	\$20,000	\$20,000	Increased development costs. Requires adoption of ordinance. Increased restrictions on use of private property. Increased enforcement.
			Cost Totals		\$0	\$30,000	\$20,000	\$20,000	\$20,000	\$20,000	
C.14	PDBE'S, LEGACY PESTICIDES AND SELENIUM										
		None	Gather concentration and loading information on pollutants of concern for which TMDLs are planned including PBDEs, DDT, dieldrin, chlordane, selenium. Develop a program to identify, and manage controllable sources of these contaminants found in urban runoff.	7/01/09 w/progress report in 2010 Annual Report	\$0	\$10,000	\$15,000	\$20,000	\$20,000	\$20,000	Increased costs to businesses that utilize identified chemicals. May increase County's level of involvement in business and residential activities that involve these chemicals.
			Cost Totals		\$0	\$10,000	\$15,000	\$20,000	\$20,000	\$20,000	
C.15	EXEMPTED AND CONDITIONALLY EXEMPTED DISCHARGES										
C.15. b	CONDITIONALLY EXEMPTED DISCHARGES	Non-specific requirements to oversee conditionally-exempt discharges. (*Interim guidance released by the Water Board has established oversight of potable water discharges.)	Sets forth categories of conditionally exempt non-stormwater discharges that may only be allowed by the County if the County ensures that required BMP's and control measures are implemented: (1) Pumped groundwater, foundation drains, water from crawl space pumps and footing drains. (2) Air conditioning condensate (3) Discharges of potable water (requires oversight of Water Agencies). (4) Emergency discharges (requires over site of Fire District). (5) Swimming Pools and Irrigation Requires the County to track, monitor, and report these discharge types.	7/1/10	\$10,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	Restrictions on use of private property. The County is expected to regulate existing and new facilities (foundation drains, pools, etc.); the County has not developed comprehensive records of which properties have such facilities. Expands County oversight/regulation/enforcement responsibility for homeowners and businesses, as well as fire districts and water providers. (1, 2, 5) Requires County to oversee/regulate several types of previously exempted discharges that are now conditionally exempted. (3, 4) Requires County to develop authority to oversee discharges by the Fire Districts and Water Agencies, and to subsequently exercise this authority. Onerous requirements, with no implementation dates (assumed that implementation must be immediate).
			Cost Totals		\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
Misc*	COUNTY WATERSHED PROGRAM ADMINISTRATION	Inclusive of all activities currently conducted through County Watershed Program (i.e. NPDES permit administration, tracking activities, serving as clearinghouse for NPDES compliance information, preparation of annual reports to RWQCB, drafting NPDES-related ordinances, etc.)	Heightened levels of activities conducted by County Watershed Program required to maintain compliance with MRP.		\$500,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	

Attachment B - County
COST IMPLICATIONS OF MUNICIPAL REGIONAL PERMIT (MRP) COMPONENT HIGHLIGHTS

Provision	Components	Current	Proposed	Implementation Dates	Current Cost	Estimated Cost by Year					Policy Implications
						FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	
TOTAL ESTIMATED MRP COSTS					\$5,888,000	\$7,190,000	\$8,265,000	\$9,330,000	\$10,005,000	\$8,705,000	\$43,495,000

NOTES:

- * Note costs listed above as excluded from cost calculations.
- * All future costs estimated in 2008 dollars, with no adjustment for inflation.
- * Capital costs annualized when not specified by implementation dates.
- * Costs are specific to NPDES compliance-related portions of County activities.
- * For provisions where implementation dates are not specified, assume implementation date of July 1,2008 or upon issuance of permit.
- * Assume for costs near high end of anticipated range.
- * Excluded are a number of pilot projects (that would occur in one or more municipalities) that are required to be conducted either on a County-level or a Region-wide level. It is not known whether any of these projects would be undertaken by the County; if so, grant funding will be pursued.

Attachment A

Specific Comments from Contra Costa County Flood Control District by Provision

C.3 – NEW DEVELOPMENT AND REDEVELOPMENT

The current Tentative Order does not provide for alternative means to comply with the water quality and flow control requirements and hydromodification requirements of the MRP. The Regional Board should allow jurisdictions the flexibility to implement regional mitigation of C.3 impacts for projects that cannot acceptably meet on site Low Impact Development (LID) criteria. In particular, some roadway projects and redevelopment projects in urban and dense suburban areas will not accommodate retrofit with LID facilities. The Regional Board must at least plan for this eventuality by allowing consideration of a regional mitigation approach to be used on a case by case basis.

C.5 -ILLICIT DISCHARGE DETECTION AND ELIMINATION

The major comment we have is of the often frustrating involvement of the Contra Costa County Flood Control and Water Conservation District (Flood Control District) and the Unincorporated County Watershed Program (CWP) in responding to illicit discharges originating in city jurisdictions adjacent to our flood control channels. CWP is managed as a section in the Public Works Department's Flood Control Division and therefore often handles multijurisdictional issues on behalf of the Flood Control District.

The MRP presents some particular challenges in enforcement of point source discharges of trash, illegal dumping and other illicit discharges from city jurisdictions, where our County Ordinances don't apply, into the Flood Control District channels and downstream waterways in unincorporated areas. As written, the Flood Control District may be held responsible for illicit discharges it has limited means to effectively control—mostly in the form of structural controls like exclusion fencing. This section of the permit should make some concession for Flood Control Agencies in recognition of their limited ability to enforce and correct/eliminate illicit discharges.

C.5.e: COLLECTION SYSTEM SCREENING

Field screenings for illicit discharges/illegal dumping are routinely carried out by our Public Works Maintenance crews as part of the maintenance services provided for the Flood Control District. Although much of the Flood Control District's property is located in cities, the CWP has historically reported illicit discharges on Flood Control District property as part of the Annual Report for the unincorporated County. For ease of administration, the CWP requests the Water Board's consent to continue to combine reporting of illicit discharges for both the unincorporated County and the Flood Control District.

C.5.f: TRACKING AND CASE FOLLOW-UP

As noted above, the Flood Control District screens for illicit discharges onto its property, but has no authority to abate an illicit discharge from a source outside its property. The Flood Control District can report the number and location of illicit discharges on its property, but cannot be reasonably expected to provide follow up information on incidents reported to cities. The MRP should limit the Flood Control District's responsibility for follow up reporting to illicit discharges originating on its property.

In general, the Public Works Department, on behalf of the Flood Control District, responds to complaints within three days. However, removal of illegally dumped debris may not occur within the required 10 day response time due to the volume, geographic separation of dumping locations and limited staff available to the Flood Control District. Often locations are inaccessible to safely recover large debris such as mattresses and couches without the use of costly boom truck equipment. In the case of homeless encampments, the Flood Control District must often coordinate clean ups with cities that own fee title to the lands under road bridges that attract encampment development and with law enforcement and social service providers to address the needs of evicted people. We understand that a 10-day abatement is a reasonable time to address active liquid discharges to the MS4 or a waterway. However, we request the Regional Board allow 30 days for abatement of the increased number of solid waste illegal dumps we are experiencing within our jurisdictions.

C.7 -PUBLIC INFORMATION AND OUTREACH

C.7.e.ii: It is not appropriate to require the Flood Control District to provide public outreach events (6) and community involvement events. As recognized by the MRP, the Flood Control District is not a population-based entity, so it has no population to outreach to. The Flood Control District also does not host any land uses that generate the trash that affects our waterways; it is a recipient of trash from other municipalities.

The requirements for six public outreach events and two community involvement events will prove onerous as the Flood Control District has neither the staff nor the funding to support these activities.

C.10 -TRASH REDUCTION

C.10.a.iii: The Flood Control District is a non-population based entity. With the exception of homeless encampments on Flood Control District property, it does not host residential, commercial or other land uses the generate trash that effects waterways. In general, the Flood Control District is a recipient of trash from outside its property, not a source of trash. There are no trash generating activities on Flood

Control property that can be mitigated with full capture devices on outfall structures to its channels. The Flood Control District should not be responsible for implementing full capture devices on outfall structures.

The Flood Control District can capture some trash through the installation of trash booms in certain locations. However, the trash collected by such an installation will principally come from sources outside the Flood Control District's property. For this reason, the Flood Control District's responsibility should be limited to installing trash booms cooperatively with benefited cities and the unincorporated County. The Flood Control District's costs to install, operate, and maintain trash booms should be shared with upstream jurisdictions in proportion to the trash loading generated within the various jurisdictions.

Likewise, trash hotspots should be established in conjunction with upstream jurisdictions and the financial responsibility for establishment and monitoring of Hotspots on Flood Control District property should be shared with upstream jurisdictions in proportion to their trash loading.

Due to the obvious potential for hotspots to provide a measure of effectiveness of regional trash management initiatives it would be best to locate hotspots at the downstream end of Flood Control District channels. These downstream locations are also best suited for the placement of trash booms. Therefore, it would seem best to locate hotspots and trash booms in close proximity. The Regional Board should encourage all jurisdictions to cooperate financially in the establishment of hotspots and placement of trash booms on Flood Control District property by allowing all jurisdictions in the tributary watershed to count a collaboratively funded hotspot and boom as fulfillment of all or a portion of their individual jurisdictions' trash management requirements.

C.10.a.ii & C.10.d.i:

It would be efficient to partner with neighboring municipalities and the Flood Control District to address trash hot spots, since water bodies do not necessarily follow jurisdictional boundaries. Often sources of trash in our waterways come from other agencies' jurisdictions, and it would make sense to form partnerships in these instances. The proposed permit does not but should make allowance for this sort of partnership.

The short time line for the Trash Hot Spot Selection report due February 1, 2010, will be difficult for the Flood Control District to comply with. The Flood Control District proposes a report date of July 1, 2010. This will better allow the Flood Control District to coordinate the establishment and cooperative funding of Hot Spots with the upstream jurisdictions.

C.10.a.iv:

It is unlikely that the Flood Control District can achieve the established Trash Action Level in any hotspot area without the successful mitigation by upstream jurisdictions contributing trash to runoff. It is unreasonable to subject the Flood Control District to a cleanup standard that is dependent on the actions of municipal entities over which it exercises no control. The Flood Control District should be required to cooperate with upstream jurisdictions by identifying and monitoring Hot Spots on Flood Control District property to assess the effectiveness of trash capture by upstream jurisdictions but only when proportionate cost sharing is provided by all benefitted entities.

C.10.a.v: Cost sharing among the Flood Control District, cities and the unincorporated County should be encouraged for the installation, operation and maintenance of trash boom facilities.

PHASE 1 – IDENTIFY TRASH HOT SPOTS, PERFORM TRASH ASSESSMENTS and CLEAN UP TO TRASH ACTION LEVEL (TAL)

Several concerns this section raises are the short timeline, beginning this Fall 2009 for conducting trash assessments of the 5 hot spots for unincorporated County and 9 for the Flood Control District many of which will fall within cities. It would be beneficial if our two County entities (as well as neighboring cities) could select some of their sites concurrently in order to save costs. We have already received some input for our preliminary proposed hotspots from our Public Works Maintenance Flood Control of the following areas in the County for 'hotspot' consideration. Please note many of these locations flow within city jurisdiction where the Flood Control District's/County ordinance don't apply and our 'hands are tied' at source control other than notifying surrounding cities of the problem, which we have and continuing to push them for attaining compliance:

- Pine Creek and Galindo Creek Lined Channels running through Concord and Walnut Creek - This section of channel has been identified as one of the worst in the County. Not only do we have debris from storm drains, but we have a bigger problem with debris and trash being tossed over the fences into the channel from the numerous apartments and commercial establishments that line the channel. Public Works Flood Control Crews routinely find bags of trash, shopping carts, diapers, mattresses, computers, auto parts, tires, bikes, furniture, paint cans, alcohol containers, household appliances and yard debris. This debris washes downstream and ends up in Walnut Creek channel.
- Wildcat Creek running through Richmond/North Richmond - Starting @ the BNSF tracks, past the fish ladder downstream to 1st Street. This area is a magnet for large debris including auto parts, carpet, shopping carts, entire garbage cans

dumped into the creek and household appliances. Most are either dumped over back fences or dumped off of the bridges.

Of the County's 14 hotspots, two trash assessments will need to be conducted in the Fall and Spring of each Permit Year. We are fortunate to have the expertise of Michelle Luebke in Dept. of Conservation Development who has been conducting a trash assessment protocol study to compare the SWAMP and Urban RTA methods over the past year. She will be an excellent resource to instruct staff in conducting this activity, however, with 22 annual hotspots to collect trash along 100 yards of waterway each (or 200 yards or shoreline) – counting each piece, documenting its tally, type, condition, photographing locations and other survey parameters within all of our hotspots may prove to be an expensive endeavor that may require assistance from PW Maintenance Flood Control crews or other recruits/volunteers/contracted laborers to assist the current limited field staff of the Watershed Program and Flood Control District.

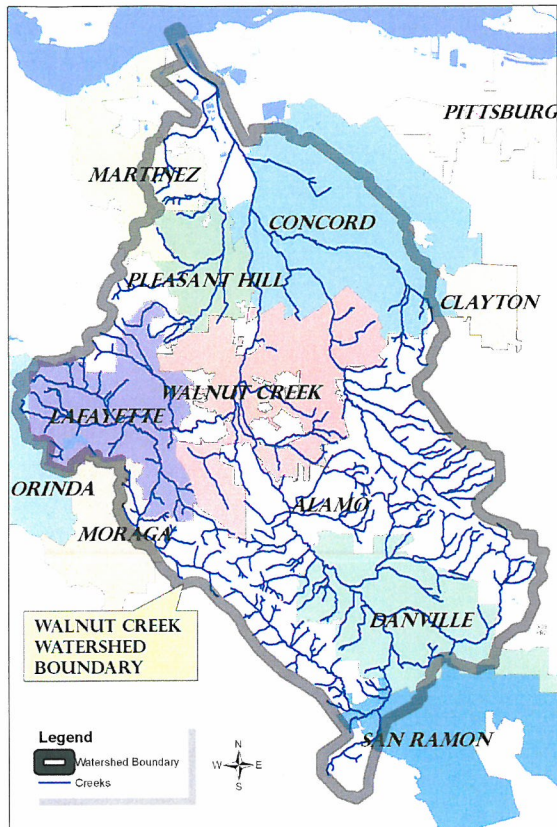
We are proposing the Water board consider combining the trash requirements for the Flood Control District who as a non-population entity has a trash assessment requirement of 6 hotspots with those required by the unincorporated County of 5 hotspots. And we are requesting consideration of reducing the number of trash hotspots to be performed between the Flood Control District and the unincorporated County from 11 sites down to 8 since much of our jurisdiction overlaps.

We are proposing a full baseline trash assessment be performed in Year 1 and an end point full assessment be performed in Year 5 which characterizes waste types which will be useful for public outreach purposes and source control. However, if the goal is to reach our Urban Optimal Trash Action Level of <100 pieces of trash per 100 feet, we are recommending in Years 2-4 trash assessments be limited to counting only.

Attention to the selection of the hotspot location will be important for accessibility/safety reasons for conducting the surveys and the fact that ultimately we will need to show a reduction in trash reaching the hotspots from upstream discharges.

The Water Board has addressed our criticism of a zero trash goal with its Trash Action Level (TAL) of <100 pieces of trash per 100 feet concession which they term 'Urban Optimal'. But even this reduced standard may be impossible to achieve and maintain especially in areas like our flood control channel of Pine Creek that drain lower economic neighborhoods with higher incidence of littering as well as major flood control channels such as Walnut and Grayson Creeks with high incidence of homeless encampments that historically have resulted in unbelievably high volumes of debris along and in our creeks. Setting a strict TAL on Flood Control District regional channels could result in the need to spend a lot of resources in futile attempts to clean up 100% (zero trash) one relatively small stretch of creek.

The Walnut Creek Watershed Drains Ten Jurisdictions



The exhibit above demonstrates the complexity of jurisdictional boundaries within (and likely trash sources contributing to trash in) the Walnut Creek watershed. It would likely not be possible to identify a trash hot spot location within Walnut Creek that does not receive trash from sources in multiple jurisdictions. A more regional, collaborative approach for (at least for the "pilot scale deployment" of) trash capture devices would facilitate Permittees in addressing some more severe trash hot spots that could not effectively be tackled by a single Permittee due to sources from multiple Permittees' jurisdictions.

C.15 -EXEMPTED AND CONDITIONALLY EXEMPTED DISCHARGES

C.15.b.iii:

Although discharges of potable water should be subject to regulation, it is inappropriate for the Flood Control District to be required to monitor and regulate this type of discharge. It is not clear whether the Flood Control District has the legal authority to require compliance from water districts or fire protection districts; furthermore, there is no appropriate source of revenue to offset the Flood Control District's expenses related to oversight of these discharges. If the Water Board sees the necessity for regulation of these discharges, it would be more appropriate for these types of discharges to be regulated by either the Regional Water Quality Control Board (through issuance of NPDES Permits to individual fire districts and water providers), or through the State Water Resources Control Board issuing General Permits that regulate activities by fire districts and water providers on a statewide level. The Flood Control District would appreciate the opportunity to cooperate with the Water Board, the water districts and the fire districts in coordination of potable water discharges, but cannot reasonably be required to oversee the discharges.

Attachment A

Specific Comments from Watershed Program on behalf of Unincorporated
Contra Costa County, by Provision

C.2 - MUNICIPAL OPERATIONS

C.2.a (eliminated street sweeping requirements): Though it has been removed as a requirement in the Revised Tentative Order (RTO), it appears that the MRP anticipates that Permittees will continue to conduct this activity. Street sweeping is referenced as a trash removal Best Management Practice (BMP) in C.10; also, a pilot program to evaluate the effectiveness of street sweeping for removing mercury and PCBs is discussed in C.11 and C.12. Contra Costa County ("the County") appreciates that the RWQCB has removed the prescriptive street sweeping requirement in an effort to address co-Permittees' concerns about the high cost of meeting the previous iteration of the MRP's many requirements. However, the County is concerned that removing street sweeping as an explicit requirement may make it more difficult for the County to justify maintaining current levels of street sweeping service, possibly resulting in backsliding on the water quality advances made over the past several years. This will be especially likely if cuts must be made in the current street sweeping schedule in order to pay for other provisions of the MRP, some of which may be less effective at improving water quality than street sweeping.

Finding 16 For the MRP notes that specific extraneous pollutants found in urban run-off, including heavy metals, dioxin and PBDEs, can be deposited on paved and other impervious surfaces. The County feels that street sweeping is one of the most effective ways to prevent these pollutants from entering the storm drain system.

C.2.a.ii.(1): The RTO does not provide what should be done if disposal to the sanitary sewer system is not available, and does not acknowledge that many areas of the County lack sanitary sewer service. The sanitary districts have generally expressed an opposition to accepting stormwater.

C.2.d: There are a number of issues associated with requiring the County to install, operate, and maintain a full trash capture device at the North Richmond Pump Station. The North Richmond Pump Station is operated by the West County Wastewater District, which has expressed its own concerns regarding that the proposed dissolved oxygen (DO) monitoring requirements.

If DO levels are low and require diversion to the sewer system, the wastewater treatment plant may not accept the water without some sort of pretreatment. It may not be possible for Permittees to comply with this requirement of the MRP, as it is not clear that sanitary districts will be willing to accept this runoff. Sanitary districts often have policies that do not allow them to accept stormwater unless it is contaminated but

has been subject to pretreatment. In dry years there is the need to sample prior to accepting new discharges due to concerns with Biological Oxygen Demand and volume of solids; the DO-impacted water being directed to the sanitary district may impede microorganisms' ability to survive and consume the pollutants that constitute treatment.

Another substantial concern regarding the new DO monitoring requirement is the requirement to collect instantaneous grab sample data, which varies considerably throughout any given day. It is also not clear what the data is going to tell us, and what the objectives of the sampling are.

C.3 - NEW DEVELOPMENT AND REDEVELOPMENT

Although the County generally embraces the amended C.3 requirements in the draft Tentative Order MRP, modifications to several provisions within C.3 are absolutely crucial.

C.3.a: The timetable for this section (immediate implementation required) is unrealistic. Modifications to the County Ordinance Code (and potentially other documents) will be necessary to ensure legal authority to implement the modifications made to other sections of Provision C.3. The County recommends changing the implementation date (C.3.a.ii) to July 1, 2010.

C.3.b.ii.(1)(c and d), C.3.b.ii.(3)(a and b): It is not feasible for some redevelopment projects to comply with the "50% rule," which requires projects redeveloping more than 50% of the existing impervious surface to treat 100% of stormwater runoff (including runoff from existing impervious surface that are not affected by the project). Some redevelopment projects would be effectively prevented by this language, which would render treatment of runoff from existing impervious surfaces to be cost prohibitive (due to topography and other limiting factors). Language should be added to allow projects to exclude the requirement for runoff from existing impervious surfaces (that are not redeveloped as part of the project) from treatment, for those portions of the project where infeasibility of runoff treatment is demonstrated. This would not result in redevelopment projects that exacerbate impacts to water quality; to the contrary, excluding such areas would facilitate projects that will result in a net improvement of water quality. The current language might prevent projects from being completed that would otherwise have provided water quality benefits by treating stormwater runoff from the redeveloped portions of the project where treatment is feasible.

C.3.b.i, C.3.c.ii: It is unacceptable to change the benchmark for "grandfathering" compliance under the current NPDES permit from the "deemed complete" designation (as written in the current permit) to "received final, major, staff-level discretionary approval." Changing this distinction would negatively affect projects that have yet to

receive “final, major, staff-level discretionary approval,” creating an undue burden on project proponents required to modify their plans late in the development process. This language is inconsistent with the California Environmental Quality Act, the Permit Streamlining Act, the Subdivision Map Act, and Planning and Zoning Law; these laws/regulations make use of the date that a project is “deemed complete” as the determinant for whether the project is “grandfathered” under existing regulations (as well as other purposes). The “deemed complete” benchmark should be retained.

C.3.b.ii.(4): To require treatment (and flow control) of runoff from sidewalks, bicycle lanes and trails to an increased degree is to effectively discourage these amenities from being included in projects by rendering it more expensive for Permittees to include these amenities in road projects; therefore it seems inconsistent with goals of the NPDES permit to require treatment of runoff from these types of impervious surface.

More than 1/3 of planned County transportation projects (during the permit term of the MRP) would not be required to install stormwater management facilities to comply with C.3 under the current NPDES Permit, but due to sidewalks and/or bicycle lanes, would be required to treat stormwater runoff under the MRP. In light of the considerable added expense associated with implementing and maintaining stormwater treatment, these projects’ feasibility must be reevaluated, and it is likely that the new requirements will directly result in elimination of pedestrian and/or bicycle facilities from projects.

Encouraging alternative modes of transportation (bicycle and pedestrian) reduces the need for paving elsewhere, and eliminates introduction of pollutants associated with automobiles. Excluding sidewalks, bicycle lanes and trails from the requirements of C.3 would encourage Permittees to include these facilities in projects.

Furthermore, the (“immediate”) implementation date causes significant hardship for projects for which the County is already in final stages of planning. There are a number of these projects that are not required to provide treatment (or flow control) under the current NPDES Permit, but that will be required to do so under the MRP. These projects are generally fully designed, have completed environmental review, and have completed any necessary right-of-way acquisitions. It is absolutely unacceptable to require such projects (that have already passed any of these milestones) to go back through the design process (to incorporate stormwater management facilities), back through the environmental review process (as necessary to address related environmental impacts), and back through the process of acquiring right-of-way (necessary to site stormwater management facilities). This provision should exempt projects for which funding has been committed and construction is scheduled to begin by July 1, 2012 (as provided in C.3.b.ii.(1)).

C.3.c.i.(1): Since not all of the listed Source Controls will be appropriate for all projects, it should be noted that they should be required “as appropriate.” Since it is

not certain that sanitary sewer districts will be willing to accept the noted types of discharges, and dispersal to landscaping may also be infeasible in some cases, this provision should allow for alternative appropriate source controls

C.3.c.i.(2): It is not clear how this provision is to be implemented. No guidance is provided to determine how much runoff is effectively managed by the treatment methods noted in C.3.c.i.(2)(a through d), and there is therefore a lack of clarity as to how much remaining stormwater runoff must be treated per C.3.d; it is equally unclear how these required treatment methods are to be considered in conjunction with the Hydrograph Management requirements of C.3.g. It should also be noted that some of these requirements may conflict with other agencies' requirements (such as fire protection districts and the Americans with Disabilities Act). Although the treatment measures required by C.3.c.i.(2)(a through d) are generally beneficial to a project, it is not evident that they would provide any benefit in addition to properly-designed treatment controls sized in accordance with C.3.d (and Hydrograph Management controls, as required by C.3.g). Therefore, it is recommended that these requirements be changed to recommendations. As a less-preferred alternative, this section could be augmented with a defensible rubric for determining how "remaining storm water runoff" is to be calculated.

C.3.c.i.(5)(b), C.3.c.i.(6)(b): This provision indicates that there is a preference for Equivalent Offsite Treatment over vault-based treatment. It is not clear whether this provision is intended to allow projects that do not otherwise qualify for Alternative Compliance (per C.3.e) to employ Equivalent Offsite Treatment as a preferred option to vault-based treatment. Clarification is requested.

C.3.c.i.(6): If use of vault-based treatment for more than 50% of a project's C.3.d specified runoff requires approval of the Water Board Executive Officer, the Executive Officer should be required to respond within a given time frame (perhaps 60 days, as provided in C.10.a.ii).

C.3.d.iv.(2)(a): It is recommended that the requirement to include in stormwater infiltration systems a "suitable soil" layer be removed. Infiltration systems are only allowed in areas with appropriate natural soil types to accommodate infiltration. Importing additional soil adds expense with no discernible benefit, and the soil layer only serves to add a potential failure point. If, for some reason, this requirement is retained, the stated "maximum infiltration rate of 5 inches/hour" should be changed to a "minimum infiltration rate of 5 inches/hour."

C.3.e: It is absolutely unacceptable for road projects to be excluded from the allowance to utilize alternative compliance strategies. It is necessary for road projects to be allowed to make use of Offsite Equivalent Treatment, Equivalent Funds, and Regional Projects (and perhaps other forms of alternative compliance). There are a

number of situations in which a road project would be virtually impossible to complete per C.3.b and C.3.d, such as the examples provided below:

- Where the road is cut into a hillside, with a steep upslope on one side of the right-of-way, and a steep downslope on the other side.
- Where the road is located in a fully-developed area, it may not be possible to design stormwater facilities without condemning private property and demolishing buildings; this is cost prohibitive, and it may be difficult or impossible to establish that the road constitutes an "infill project," per C.3.e.(2).
- Where the road project is located in an area with no storm drain infrastructure; it would be problematic to concentrate stormwater in such a facility with no safe location to discharge the facility's outflow.

It should also be noted that it is generally exceedingly difficult (and presumably not possible in some instances) to isolate runoff from newly created impervious surface to direct to stormwater management facilities, this creates the requirement to design extremely inefficient systems (such as when runoff flows in multiple directions from a high point); being allowed the flexibility to employ Alternative Compliance would enable the County to design more effective stormwater management facilities that are substantially less expensive to construct and maintain.

It is requested that road projects be added to project types qualifying for alternative compliance pursuant to C.3.e.i.(2).

C.3.e.i.(1)(footnote 6): For some projects, it may be extremely difficult to implement one of the listed site design treatment controls, and other options for treatment may be available that would provide equivalent treatment of stormwater runoff. For example, a green road would be more effective than any of the listed options. The list of site design treatment controls should be augmented with an additional bullet point, followed by, "other site design measures that provide stormwater runoff treatment equivalent to or greater than at least one of the listed site design treatment controls."

C.3.e.i.(3)(b): The referenced Government Code Section (65589.5(h)(3)) states, "housing for very low, low-, or moderate income households" means that at least 20% of the total units shall be sold or rented to lower income households, or 100% of the units shall be sold or rented to moderate-income households." The County recommends that this low income housing definition coincide with the California Redevelopment Law requirement of 15%, as stated under California Government Code Section 33413(b)(2)(i), which is consistent with the County's 15% Inclusionary Housing Ordinance requirement (Section 822-4.402(a) of the County Ordinance Code). The current language provides something of a disincentive to provide affordable housing in accordance with County regulations. Modifying the percentage to meet existing

California Redevelopment Law (and the County's current Inclusionary Housing requirement) may provide an incentive for developers to build affordable units. If this modification is not made on a County-wide basis, the allowance for Alternative Compliance should at least be modified such that 15% affordable housing is required within Redevelopment Areas (as defined by Health and Safety Code Sections 33310-33312 and 33320-33325); this allowance should also be extended for affordable housing projects financed with Redevelopment funds (per Government Code Section 33334.2(g)).

C.3.e.i.(1)(d): Due to the high-density nature and the reduced amount of vegetative space associated with Transit Oriented Developments (TODs), even the less restrictive stormwater requirements imposed by the new permit will hinder the planning and construction of these developments. Additionally, in relation to the State's planning policy on traffic congestion management, Government Code Section 65088(g) states, "the Legislature intends to do everything within its power to remove regulatory barriers around the development of infill housing, transit-oriented development, and mixed-use commercial development in order to reduce regional traffic congestion and provide more housing choices for all Californians." Consistent with this policy, it is requested that TODs be entirely exempted from installing site design treatment controls for purposes of compliance with C.3. In the event that the requirement to install site design treatment controls is required for TODs, the following comments are provided.

Setting service level minima for bus hubs or bus transit stations is problematic; schedules are subject to change during projects' approval processes, and are not governed by the Permittees. It is recommended that the hours of bus service per day and the route frequency be removed (or substantially reduced).

C.3.e.i.(1)(d)(i): It is not appropriate for the MS4 NPDES permit to define residential parking standards for municipalities. Residential portions of qualifying TODs are more likely than not to have underground parking, so these restrictions would not serve to reduce impervious surface created by the project. The parking standards should be removed.

C.3.e.i.(1)(d)(ii): The minimum FAR (Floor Area Ratio) of 3 would exclude many projects that can legitimately be categorized as TODs; this would constitute a disincentive that would make it likely that fewer of these projects would be developed. A minimum FAR of 1 is recommended.

Land uses allowed within individual spaces in a TOD are likely to not be well-defined during the permitting process; they are also subject to change after the development is completed. Therefore, it would be more appropriate to establish overall parking restrictions addressing entire TOD projects (erring on the side of less stringent parking restrictions). This section should add language indicating that the parking ratios should

be required for the designed occupancy. It will not be feasible to require that changes of lessees of retail spaces be required to maintain the same use as previous tenants (i.e. restaurant-occupied spaces be required to only be used as restaurants). It is inappropriate to correlate parking requirements to land use within this section.

C.3.g: The reference to pre-sized and pre-designed Integrated Management Practices should specify that the designs are “per the guidance in the most current iteration of the Contra Costa Clean Water Program’s *Stormwater C.3 Guidebook*.” It should also be noted that swales and bioretention areas, which function identically, have been grouped together as “Bioretention Facilities” in the most recent edition; the reference to “Swale” should be updated accordingly.

C.3.h.ii, C.3.h.iv: No implementation dates are provided for the requirements to implement a database (or other tabular tracking format) and to conduct reporting relative to ongoing operation and maintenance of permanent stormwater management facilities. The County is in the process of designing a database to serve this purpose; an implementation date of July 1, 2011 is recommended for C.3.h.ii. An implementation date of July 1, 2012 is recommended for C.3.h.iv.

C.3.i: For some projects, it will be exceedingly difficult (and expensive) to implement one or more of the designated site design measures. For example, it may not be feasible to implement any of the listed site design measures for an urban project that is built to the property lines, does not have any vegetated areas, and does not involve driveways, walkways, parking lots, or bicycle lanes. Other site design measures that would provide equivalent treatment of stormwater runoff should be allowed. The list of site design measures should be augmented with an additional bullet point, followed by, “other site design measures that provide stormwater runoff treatment equivalent to (or greater than) at least one of the listed site design treatment controls.”

C.4 - INDUSTRIAL AND COMMERCIAL SITE CONTROLS

C.4.b: It is inappropriate for the SWRCB to collect a fee of \$1008 for permittees covered under the General Industrial Permit, but intends to delegate responsibility for inspection to the MS4 Permittees without reimbursement. If Permittees are delegated responsibility for enforcing State General Permits, sufficient revenue from these permits should be transferred to the MS4 Permittees to defray the MS4 Permittees’ costs.

Implementing the MRP’s requirement to undertake corrective actions within 10 days of a violation will require increased collaboration between departments that are responsible for different aspects of enforcements; it will also require modifications to procedures for documentation, tracking, and reporting. It would not be possible to implement these changes prior to the effective date of the MRP. An implementation date of July 1, 2010 is recommended.

C.4.c: This section appears to mistakenly carry-over language from Section C.6. "Effective compliance from all *public and private construction site operations*" should most likely read, "Effective compliance from all *industrial and commercial facilities*."

C.5 - ILLICIT DISCHARGE DETECTION AND ELIMINATION

The MRP does not address inter-jurisdictional challenges in enforcement of source discharges of trash, illegal dumping and other illicit discharges. It is not appropriate for one Permittee to be held responsible for illicit discharges originating within another jurisdiction. Provision C.5 should be modified such that a jurisdiction is not penalized for illicit discharges originating within another jurisdiction.

C.5.d: Due to the cross-jurisdictional nature of discharges of pollutants from mobile sources, the County recommends that this section be revised to allow this requirement to be conducted collectively via the Contra Costa Clean Water Program, which includes sanitary district staff in its Industrial and Commercial Workgroup. At least one sanitary district has already established a program to permit mobile washers that provides a framework for permit application and review, and subsequent inspections. This enables recommendations that other businesses utilize these environmentally responsible mobile washer companies.

It is recommended that this section be incorporated into C.4.b.ii, with mobile food vendors, pressure washers, carpet cleaners, etc. listed as specific priority facilities in the Inspection Plan.

C.5.e: Since the Flood Control District is housed within the County's Public Works Department, it is requested that the Water Board allow for (unincorporated) Contra Costa County and the Flood Control District to jointly track and report illicit discharges; this would eliminated the necessity to separately track activities that are undertaken by the two entities for the same purpose. .

C.5.f: Some locations are not accessible for safe recovery of large debris, such as mattress and couches, and crews often must deploy costly boom trucks with operators. Although the County agrees that a 10-day abatement window is a reasonable time to abate active liquid discharges (although all efforts will be made to abate discharges more quickly, as appropriate), this may not be appropriate for all incidents of solid waste dumping. The County is requesting that the timeline for abatement of certain appropriate discharges be increased to 30 days. It is recommended that 30 days be allowed for abatement of discharges that are "neither prone to mobilization nor pose an imminent threat to water quality."

C.6 - CONSTRUCTION SITE CONTROL

Generally, it will not be especially problematic for the County to bring its practices into line with the C.6 requirements. A number of implementation and reporting deadlines, however, are not realistic, especially when considered in conjunction with the MRP's numerous other implementation and reporting dates.

C.6.a: Establishment of legal authorities may not be feasible prior to the 2010 Annual Report, since some of the implementation activities (i.e. development of the ERP) are dependent on sections of C.6 that have later implementation/reporting dates. This requirement should be changed to the 2011 Annual Report.

C.6.b: It would make better sense for the implementation of the ERP (Enforcement Response Plan) to be required prior to the onset of the rainy season; it should be changed to October 1, 2010.

C.6.c.ii/C.6.d.ii/C.6.eii: No implementation dates are established for these sections. Since changes to the County's current construction site erosions/sediment/pollution prevention program (potentially including amendments to the County Ordinance Code) will be required, the recommended implementation date is October 1, 2010.

C.6.e.ii.(4): Due to the implementation dates for various sections of C.6 compliance with the modifications to C.6 should be required beginning with the 2011 Annual Report. Reporting regarding progress made toward compliance with C.6 should be included in the 2010 Annual Report.

C.8 - WATER QUALITY MONITORING

The MRP allows monitoring requirements to be undertaken by the Regional Monitoring Program. In the interest of the higher data value associated with consistent sampling and data analysis procedures, and the cost saving associated with economies of scale, the Water Board should consider *requiring* that these efforts be undertaken regionally. In the interest of facilitating this approach, which, in addition to requiring intensive efforts to establish an adequate framework, will require numerous legal agreements and budgetary negotiations between Permittees. In light of these facts, an implementation date of July, 2011 is recommended.

While some water quality monitoring and reporting requirements are reasonable, others are not. For instance, the requirement for constant data-logging at hourly intervals for six continuous months is inefficient, and will yield an enormous amount of data of dubious value. The Water Board should consider the level of data collection frequency that will yield a reasonable cost-benefit ratio.

Even if undertaken regionally, the numerous categories of monitoring required by the MRP are cumulatively burdensome, and should be prioritized; some requirements should be postponed to the MS4 permit following this iteration of the MRP, pending results of monitoring required under the MRP. This is especially appropriate for monitoring for nutrients, algae and pathogens, for which the Surface Water Ambient Monitoring Program (SWAMP) methods and protocols are still under development by the State Water Board.

C.10 - TRASH REDUCTION

The County concurs with the Water Board that trash is unsightly and contributes to water pollution. The MRP's requirement to plan for zero trash impacts within 15 years by 2024, though admirable, is unrealistic. The costs associated with the requirements of this section must be considered relative to the entirety of the County's responsibilities to its population and environment (as well as the economic law of diminishing returns) and should be revised accordingly. Ultimately, the solution involves human behavior modifications (and incentives) that will require time to develop, and for which the County will be one of numerous proponents of this behavioral change.

The County supports trash reduction, both in waterways and throughout the County. However, there are a number of specific provisions that merit revision or more wholesale reconsideration, as noted below.

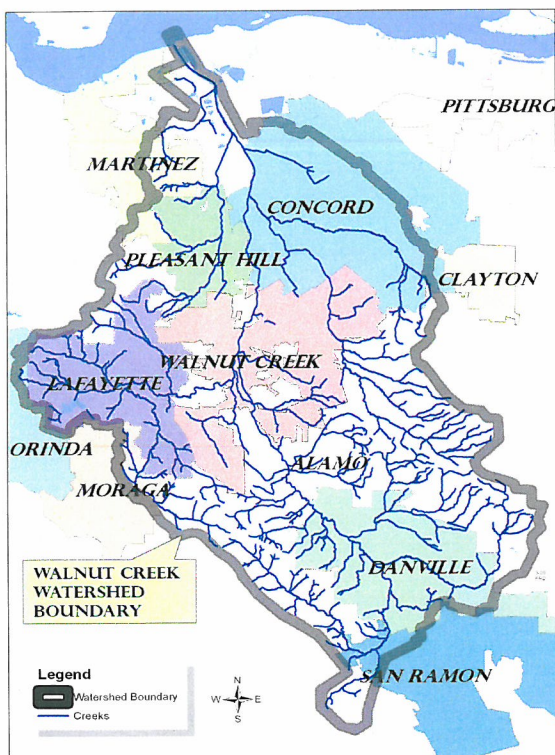
C.10.a.ii & C.10.d.i: The short time line for the Trash Hot Spot Selection report due February 1, 2010, is unlikely to yield the best results. Contra Costa County proposes a report date of July 1, 2010, which would allow monitoring for a full rainy season to identify the most impacted trash hot spots, and correlate the hot spots with sources of trash.

C.10.a.iv: There are serious concerns regarding the feasibility of meeting TAL (Trash Action Level) cleanup levels within the time frame provided. Section C.10 ignores the on-the ground realities of pathways through which trash is conveyed from its sources to water bodies. It is likely that a hot spot in one jurisdiction is (primarily) the recipient of trash originating within another municipality. It may not be possible for a jurisdiction to address a trash source (or conveyance) located within another jurisdiction. Also, most storm drains and creeks cross jurisdictional borders, conveying trash from one jurisdiction into another. Furthermore, within the County's jurisdiction is land that, although it is within the Permittees' boundaries, is not within Permittees' actual jurisdiction (such as CalTrans right-of-ways). Provision C.10 should be modified such that a jurisdiction is not held responsible for trash originating within another jurisdiction; this would also provide an opportunity to foster increased cooperation between Permittees.

The County proposes that a full baseline trash assessment (which characterize waste types) be required in Year 1 (which will be useful for public outreach and source control purposes), and that an end point full assessment be performed in Year 5. The County recommends that trash assessments during permit years 2 through 4 be limited to counting only.

Setting a strict TAL may result in Permittees dedicating a sufficient resources to clean up the hot spots (only) to meet the TAL, focusing on relatively small stretches of creek at the expense of cleaning up more extensive waterway reaches to attain possibly less of an improvement but over a larger area.

The Walnut Creek Watershed
Drains Ten Jurisdictions



The exhibit to the left demonstrates the complexity of jurisdictional boundaries within (and likely trash sources contributing to trash in) the Walnut Creek watershed. It would likely not be possible to identify a trash hot spot location within Walnut Creek that does not receive trash from sources in multiple jurisdictions. A more regional, collaborative approach for (at least for the “pilot scale deployment” of) trash capture devices would facilitate Permittees in addressing some more severe trash hot spots that could not effectively be tackled by a single Permittee due to sources from multiple Permittees’ jurisdictions.

C.10.a.v: Credit should be given for any full trash capture devices that have already been installed, regardless of when they were installed. The reference to January 1, 2003 should be removed from the last paragraph of Section C.10.a.v.

C.10.a.v/C.10.b.i: The definition of “full trash capture device” provides for devices that trap particles retained by a 5mm mesh screen. The 5mm particle retention requirement seems to be an arbitrary and especially fine gradation that will not necessarily produce the highest degree of water quality benefit per dollar spent. This

fine of a gradation also seems likely to cause storm drain systems to clog and fail, leading to flooding. Unless there is specific scientific research supporting the 5mm specification, and an appropriate corresponding cost-benefit ratio, the County requests that this specification be reviewed and adjusted appropriately (or deferred until appropriate studies can be conducted to determine the appropriate specification).

C.10.c/C.10.d: It is not realistic for any municipality to develop a plan to entirely eliminate trash impacts on beneficial uses within their jurisdictions. There will always be some level of trash (dumping/litter), and there will be a corresponding degree of trash-related impacts. Development of a collective plan for an achievable degree of trash reduction (as opposed to zero trash impact), however, is acceptable.

The installation of full trash capture devices per Section C.10 is referred to as a “pilot scale deployment.” It should be noted that the devices are to be installed by July 1, 2013, which is nearly the end of the NPDES Permit’s term. This will only allow for a year or two before the release of the next iteration of the NPDES Permit. The County urges the Water Board to continue to consider the installation of full trash capture devices to be a “pilot scale deployment” for some time into the term of the next NPDES Permit (at least) so that Permittees have an adequate period of time to observe the devices’ function, gain experience maintaining the devices, and develop the expertise necessary to make any subsequent “full scale deployment” efficient and successful.

One final issue the County may be forced to address in this current section as written is the legal authority to access creeks and retrofit drainage that may be candidates for trash hot spot designation and installation of full capture devices but are on private property.

C.11 - MERCURY CONTROLS

The County is requesting consideration for the “bigger picture” of mercury contamination, which will yield better results in addressing this issue. The Delta is the sink for legacy mercury and it is inappropriate for the MRP to address only those relatively small sources that are under Permittees control, while ignoring historic activities, naturally mercury-enriched soils atmospheric deposition, and geothermal springs.

C.11.d: As noted in comments regarding C.2, the requirement to evaluate the effectiveness of municipal BMPs (including street sweeping and catch basin cleaning) indicates that the Water Board expects Permittees to continue to undertake some level of these activities, which are no longer required by C.2.

It should be noted that sanitary sewer districts may be unwilling to allow Permittees to discharge street cleaning wash water without some form of pretreatment and

acquisition of permits (which appears to be expected by the MRP).

C.11.b: Methylmercury sources should not be regulated until methylmercury controls have been developed. Permittees should not be required to undertake development of methylmercury controls.

C.11.g: It is not appropriate to require a control plan for the San Francisco Bay Areas until a control plan is in place for the upstream water bodies.

C.12 - POLYCLORNIATED BIPHENOLS (PCBs)

C.12.a.ii: It is unreasonable to refer locations of PCBs or PCB-related equipment to state agencies. Any Pacific Gas & Electric corporation yard or substation has transformers that may contain PCBs. There is little to be gained from making such reports when these locations that may have reasonable presence of PCB containing equipment can be located by industry type or hazardous waste manifests already being routinely sent to DTSC for tracking purposes.

The County recommends Sections C.11 and C.12 be combined into one since they mimic each other in shared requirements, in order to be consistent with the joint handling of PBDEs, legacy pollutants and selenium in C.14. It is also recommended that 4 projects instead of 5 being required (one for each of the major counties) and that the Fate and Transport Project in particular is more appropriate if undertaken by the RMP.

C.13 - COPPER CONTROLS

C.13.d: Since inspectors have no feasible way of identifying and controlling elevated copper discharges without sampling, which cannot reasonably be conducted for every project, and is surely not the intent of the Water Board. While the County can ensure that adequate BMPs to prevent copper discharge are in place, it will not be possible to ensure that discharges do not occur. The language of this provision should be modified accordingly.

C.13.e: Any studies to investigate copper sediment toxicity will be irrelevant due to the "mothball fleet" of retired vessels in the Carquinez Strait. According to a study conducted in 2007, more than 21 tons of lead, zinc, and copper have fallen into the Bay from peeling paint from these ships. Until these ships have been removed, no technical study on copper sediment toxicity will be of any value.

C.14 - POLYBROMINATED DIPHENYL ETHERS (PBDE), LEGACY PESTICIDES AND SELENIUM

While compliance with many sections of the MRP will be expensive, they will yield water quality results. It appears, however, that money would be better spent on current challenges that will have an impact on our environment today and tomorrow rather than on legacy pesticides.

C.15 - EXEMPTED AND CONDITIONALLY EXEMPTED DISCHARGES

There are wholesale problems with Section C.15 of the MRP; the primary problems with this section involve the requirement to develop authorities where this may not be possible (and would more appropriately be retained by the Water Board), and requirements that are needlessly burdensome (to Permittees and property owners) and that involve levels of effort wildly inconsistent with corresponding water quality benefits.

C.15.b.i/C.15.b.ii: It is not acceptable or reasonable for the County to oversee all discharges from all foundation drains, crawl space pumps, footing drains and air conditioner condensate. Furthermore, it is inappropriate to require property owners to conduct expensive monitoring of such discharges. It should also be noted that sanitary sewer agencies may not be willing to accept these sources to discharge into their systems. Also, the County may not have the legal authority to regulate these types of discharges (especially for existing facilities), and does not maintain inventories of these types of mechanisms. Given the number of these existing in the County, the potential lack of legal authority, and the amount of time required to regulate this type of discharge, it would be an extremely inefficient means of improving/protecting water quality. These sections of C.15 should be significantly modified, such that the source control requirements clearly only apply to new/replaced devices, and ongoing monitoring should only be required for devices that discharge in excess of 10,000 gallons per day. These types of discharges should otherwise be listed in C.15.a.i as exempt discharges. The County would be more appropriately engaged in public information and outreach regarding appropriate BMPs to minimize any water quality impacts associated with this sort of discharge.

C.15.b.iii: This section should be removed in its entirety. Discharges of potable water should be subject to regulation; however, it is not appropriate or realistic for the jurisdictions to be required to oversee these types of discharges. Relationships vary between jurisdictions and water districts and fire districts. The County may not have the legal authority to require compliance from the water districts or the fire districts. The County would be happy to cooperate with water districts and fire districts in coordination of discharges of potable water into the County storm drain system. However, it would be more appropriate for these discharges to be regulated directly either by the Regional Water Quality Control Board through issuance of NPDES Permits

to individual fire districts and water providers (which could also be done on a regional level), or through the State Water Resources Control Board issuing General Permits covering activities by fire districts and water providers statewide.

C.15.b.iv: It is not reasonable for the County to monitor all discharges from swimming pools, spas, hot tubs and fountains located on private property. The County does not maintain an inventory of these features, and may not have the legal authority to regulate these discharges (especially for existing facilities). It should be noted that much of the language of this section presumes that sanitary sewer agencies will be willing to accept discharges from these sources; this will likely not be correct in some or all cases. The sanitary sewer agencies may prove unwilling to even accept filter backwash discharges, and are even more likely to object to accepting discharges associated with pool draining events. Provision C.15.b.iv(c) appears to prohibit pools from being constructed in areas that are not developed with sanitary sewer systems, which accounts for much of the unincorporated portion of Contra Costa County. It should be noted that the County would be more appropriately engaged in responding to discharges that are not conducted correctly and providing information regarding appropriate BMPs to prevent water quality impacts. The County has provided, and intends to continue to provide public information and outreach regarding appropriate operation of pools, spas, hot tubs and fountains; however, the level of oversight over individual pools on private property, as required by this provision, may not be possible.



Memo

DATE: March 30, 2009
TO: Transportation, Water and Infrastructure Committee
FROM: *[Signature]* Julia R. Bueren, Public Works Director/ex officio Chief Engineer
SUBJECT: Impacts of Proposed Municipal Regional Permit

Approximately one year ago, the Public Works Department came before the Transportation, Water and Infrastructure Committee (TWIC) with a report outlining specific comments and concerns with the proposed Tentative Order for a new National Pollutant Discharge Elimination System (NPDES) permit. This new NPDES permit will be the same permit for the majority of the San Francisco Bay Region and is therefore referred to as the Municipal Regional Permit (MRP). As a result of a "flood" of comments and protests (including a letter from the Contra Costa County Board of Supervisors and testimony from Supervisor Gayle B. Uilkema), the San Francisco Regional Water Quality Control Board (SFRWQCB) rewrote many provisions of the MRP. This updated version of the MRP was released on February 11, 2009, with comments due to the SFRWQCB by April 3rd.

The current version of the MRP is definitely more workable than previous versions, but there are still several provisions that are overly burdensome and will be difficult and costly to implement. The attached Board Order highlights major concerns we have with the new MRP and includes two letters from the Board of Supervisors to the SFRWQCB. One letter highlights concerns affecting the unincorporated County, and the other highlights major concerns with the MRP from the Contra Costa County Flood Control District.

Please accept this Board Order and refer it to the Board of Supervisors for action.

RL:jj

GrpData\fldctl\NPDES\PERMIT\TWIC Report Re MRP\MRP TWIC Memo 3-24-09.doc

Attachments

c: M. Avalon, Public Works, Deputy Director
P. McNamee, Public Works, Deputy Director
S. Kowalewski, Public Works, Deputy Director
B. Balbas, Public Works, Deputy Director
G. Connaughton, Flood Control Division
Don Freitas, Clean Water Program
Tom Dalziel, Clean Water Program
Rich Lierly, CWP
Charmaine Bernard, CWP
David Swartz, CWP
Michele Wara, Administration

The Board of Supervisors

County Administration Building
651 Pine Street, Room 106
Martinez, California 94553-1293

John Gioia, 1st District
Gayle B. Uilkema, 2nd District
Mary N. Piepho, 3rd District
Susan A. Bonilla, 4th District
Federal D. Glover, 5th District

Contra Costa County



David Twa
Clerk of the Board
and
County Administrator
(925) 335-1900

March 24, 2009

John Muller, Chair
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California 94612

Re: Municipal Regional Permit (MRP) Tentative Order Comments

Dear Mr. Muller:

The purpose of this letter is to highlight significant issues with the current version of the draft Municipal Regional Permit Tentative Order (MRP) released by the San Francisco Bay Regional Water Quality Control Board (RWQCB) on February 11, 2009. This letter provides comments and concerns that the Contra Costa County Board of Supervisors has with regard to this MRP, and how it may adversely impact the citizens, businesses and government of Contra Costa County.

During last year's RWQCB hearing, this Board provided a letter to the RWQCB highlighting our concerns. In addition, several elected officials from the County and Contra Costa cities spoke at the hearing. As a result of the written and oral testimony, the RWQCB has revised the MRP which was issued on February 11, 2009. Although this revised MRP is better and more workable, there are still significant issues and areas of concern that need to be addressed.

The County continues to support the RWQCB's overarching goal to improve water quality and principles of environmental sustainability. However, the MRP must be reviewed in the context of meeting the County's total responsibilities, such as smart growth, affordable housing, and protecting the health and safety of our citizens. We have limited resources and we need to be able to meet the permit requirements in a way that does not jeopardize our other responsibilities and goals.

We estimate the additional direct cost to implement the MRP in Contra Costa's unincorporated communities to be \$34.5 million over the next five years. Unfortunately, the budget issues faced by the County and the State are worse this year than they were last year. For Fiscal Year 08/09, the County cut approximately \$90 million from our budget and is still facing an additional estimated deficit of \$49 million over the next fiscal year¹. The increased costs associated with this MRP in an economic environment where we are forced to lay off many long time employees and drastically cut services will be extremely difficult.

An example of a particularly problematic requirement for Contra Costa County is the elimination of the alternative compliance provision for road projects and eliminating the "grandfathering" provisions. This will have negative ramifications for our Vasco Road Safety Improvement Project.

Vasco Road is a heavily used rural road and in the past years (1996-2006) has seen 330 collisions resulting in 128 injured motorists and 6 fatalities. The project includes widening and installation of median barriers to improve the safety for the motoring public. We have limited right of way and mitigating on site for the additional pavement will be difficult. The project design is currently 80% complete and complies with the current permit provisions, which allows for alternative treatment offsite. An equal or greater amount of existing impervious surface area run-off is being treated as close to the widening project as possible, but in areas on Vasco Road where it is feasible. Under the provisions of this new proposed MRP, alternative compliance would not be an option for road projects, and the grandfathering provision has been removed. As a result, the regulatory permits for the project and the design would have to be modified significantly, resulting in increased cost as well as potential delays in project delivery. The Vasco Road Safety Project has \$10 million in funding from the Federal stimulus bill, the American Recovery and Reinvestment Act of 2009 (ARRA), which imposes very tight timelines for project delivery. Any delays due to redesign could jeopardize these funds. A transition period for projects currently in design should be considered.

We believe that our public works projects should be done in as environmentally

¹ Deficit information from March 12, 2009, memo from County Administrator to the Board.

sensitive manner as possible. However, regulations should be written with sensitivity and understanding of its effects on local government projects. It would be better to provide standards, instead of prescribing methodology, and allow jurisdictions to determine the best and most cost-effective way to meet those standards.

The proposed MRP will also have negative impacts on the Contra Costa County Flood Control and Water Conservation District (Flood Control District). The Flood Control District is a Special District, providing programs and facilities to reduce the risks of flooding. Although the Flood Control District has jurisdiction throughout Contra Costa County, its facilities are confined to a very small geographic area (within its right of way) that contains no permanent residential population. Funding for the maintenance of Flood Control District facilities is generated by property taxes on properties within the individual watersheds served by Flood Control District facilities. The tax revenue in our watersheds is inadequate to fund our basic mission of flood protection. Funding the additional requirements in the proposed MRP will further reduce the Flood Control District's ability to carry out its present public safety responsibilities.

Now more than ever the Regional Board should not be promulgating such costly regulation without providing offsetting funds and flexibility. Without additional funding, local government will be forced to reduce other important programs. We request the Regional Board lead the effort to develop the funding sources necessary to implement the MRP, work collaboratively with us on an implementation schedule as funding is developed and provide local municipalities with goals that need to be met and leave the details of the method of meeting those goals to the local municipality.

We want to work together with the Regional Board to meet water quality goals with the most cost-effective expenditure of public funds. Give us the water quality goals and allow us to work with you to develop the most effective implementation measures to the extent our resources will allow.

The County of Contra Costa is deeply concerned about how the MRP can be implemented as it is currently written. We are encouraged, however, that this MRP will be administered on a regional basis, allowing for an economy of scale in tackling some of the issues. By applying the same regulations to all the Phase I communities in the San Francisco Bay Area, it is hoped that we may address some of these issues on a regional basis with regional solutions, regulations and legislation.


Contra Costa County is supportive of the water quality improvement goals of the RWQCB and the MRP and looks forward to working with the RWQCB to refine the MRP to meet its water quality goals in a manner that facilitates permit implementation. Contra Costa County will continue to protect and enhance our natural environment,

Mr. Muller
March 24, 2009
Page 4 of 4

while sustaining the health and well being of our communities, to the extent our resources allow.

Thank you for the opportunity to comment on the MRP. Please see Attachment A (specific comments of the MRP), B (cost implications of the MRP) and C (bar graph of MRP cost implications) for more detailed comments.

Sincerely,



Supervisor Susan Bonilla, Chair
Board of Supervisors

RL:jj:lz:mw

G:\fdct\NPDES\PERMIT\MRP Letter BOS to SFRWQCB\County ltr to Mr. Muller FINAL.doc

Attachments:

Specific Comments by Provision (Attachment A)
Cost Implications (Attachment B)
Bar Graph of Cost Implications (Attachment C)

c: Supervisor John Gioia, District 1
Supervisor Gayle B. Uilkema, District 2
Supervisor Mary Piepho, District 3
Supervisor Federal Glover, District 5
Dale Bowyer, Regional Water Quality Control Board
David Twa, County Administrator
Catherine O. Kutsuris, Department of Conservation and Development Director
Silvano Marchesi, County Counsel
Julie Bueren, Public Works Director
Mitch Avalon, Deputy Public Works Director
Greg Connaughton, Flood Control
Don Freitas, Clean Water Program
Tom Dalziel, Clean Water Program
Rich Lierly, County Watershed Program



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 31, 2009

Subject: Unpaid Student Training Agreement #22-610-4 with Sonoma State University

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, M.D.), to execute on behalf of the County, Unpaid Student Training Agreement #22-610-4 with Sonoma State University, an educational institution, to provide field instruction for the University's students, for the period from April 1, 2009 through February 29, 2012.

FISCAL IMPACT:

None

BACKGROUND:

The purpose of this agreement is to provide Contractor's students with the opportunity to integrate academic knowledge with application skills and attitudes at progressively higher levels of performance requirements and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both the educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, taking advantage of the students' services to patients.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009** ☒ 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: March 31, 2009

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

Contact: Wendel Brunner, M.D.
313-6712

By: Katherine Sinclair, Deputy

BACKGROUND: (CONT'D)

Approval of Unpaid Student Training Agreement #22-610-4 will continue to provide supervised clinical experience for Contractor's students, through February 29, 2012.



**Contra
Costa
County**

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: March 31, 2009

Subject: Workforce Investment Act Local Plan Modification for Program Year 2008-2009

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, and the Workforce Development Board (WDB) to jointly submit the Workforce Investment Act (WIA) Strategic Local Plan Modification for Program Year (PY) 2008-2009 for Title I of the Workforce Investment Act to the State of California Employment Development Department and AUTHORIZE the Chair, Contra Costa County Board of Supervisors, to sign the Local Plan Modification.

(#18-156-2)

FISCAL IMPACT:

No County cost.

BACKGROUND:

The Workforce Investment Act (WIA) was implemented in the State of California in the year 2000. At that time, the State requested that each local area submit a five-year strategic plan. Each following year, the State has directed local areas to update the initial plan through submittal of a Modification. The Modification is to go to the local Workforce Development Board (WDB) for review and approval, then be available

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/31/2009**

☐ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

Clerk has not yet finalized- call 925-335-1905 for info

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: March 31, 2009

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

By: , Deputy

Contact: Elaine Burres 3-1717

cc:

BACKGROUND: (CONT'D)

for 30 days for public review. Any comments are to be attached to the Modification and the final Modification document, following the approval by the County Board of Supervisors (BOS), sent to the State of California Employment Development Department. Receipt of the Modification by the State of California Employment Development Department ensures the award of the formula allocation(s) to the local areas.

As in prior years, the State of California Employment Development Department has requested that the Five-Year Plan be modified. The WDB Executive Committee authorized the distribution of the Modification for the required 30-day public review. As no public input was received, WDB requests the Chair, Board of Supervisors, sign the Local Plan Modification.



Contra
Costa
County

To:

From: Jim Kennedy, County Redevelopment Director

Date: March 31, 2009

Subject: Grove Point Unified Development Area

RECOMMENDATION(S):

ADOPT Resolution 2009/115 to Proceed with a Program of Unified Development for six parcels on the east side of 3rd Street between Chesley Ave. and Grove St., North Richmond, including property acquisition, developer recruitment and preliminary planning for a residential mixed-use project referred to as Grove Point; and DETERMINE that the formation of a unified development area is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

FISCAL IMPACT:

No impact on the General Fund. All funds for this initiative are budgeted and from the North Richmond Redevelopment Project Area

BACKGROUND:

In 1987 the County of Contra Costa adopted a Redevelopment Plan to assist revitalizing the North Richmond community. An early implementation measure of the County was to

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 03/31/2009

☒ 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: March 31, 2009

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

By: Katherine Sinclair, Deputy

Contact: D. Wells, 5-7236

cc:

BACKGROUND: (CONT'D)

engage the community in the creation of design and development standards, and a land use plan that reflected the community's vision. This vision is contained within the North Richmond Planned Unit District (P-1 Rezoning) adopted in 1994. One of the main initiatives requested by the residents of North Richmond during the P-1 Rezoning Process was to create a commercial district or "Town Center" in the existing community. Since that time, the Redevelopment Agency (Agency) has embarked upon ambitious plans to fulfill this void and provide needed public amenities. Their efforts resulted in the creation of the award winning Senior Heritage Apartments, North Richmond Health Center, Service Integration Team and recently installed Streetscape Improvements along Third Street between Chesley Avenue and Grove Street. This phase one of the North Richmond Town Center has made a substantial impact on the community and created a sense of place which was previously nonexistent.

Although phase one of the Town Center has invigorated the North Richmond community, it remains incomplete. Phase two, which is the eastern side of Third Street between Grove Street and Chesley Avenue, which is referred to as Grove Point, will complete the North Richmond Town Center and provide additional commercial and residential amenities. Grove Point is a proposed mixed use development encompassing six contiguous parcels fronting on Third Street (Exhibit A). The site is relatively flat and occupied by a mix of housing, underperforming commercial outlets, a vacant office/community building, and vacant property. The designation of the area for unified development will permit the Redevelopment Agency to proceed with appraisals, developer recruitment, and property acquisition negotiations.

Pursuant to the Agency's Rules for Business Tenant Preference and Owner Participation each of the current owners of record will be provided notice of this recommended action regarding unified development, and will be afforded the opportunity to present development proposals to the Agency for the desired unified development.

The action of designating the area for unified development has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

The North Richmond Municipal Advisory Council has reviewed this proposal and recommends its adoption.

ATTACHMENTS

Resolution No. 2009/115

NR.Grove.Point

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 03/31/2009 by the following vote:

AYES: Gioia, Uilkema, Piepho,

1 Glover & Bonilla

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: NONE

Resolution No. 2009/115

Designating Specified Parcels in the North Richmond Project Area as a Unified Development Area for Redevelopment by One or More Master Developers.

WHEREAS, pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the Contra Costa County Board of Supervisors ("County") has adopted, and the Contra Costa County Redevelopment Agency (the "Agency") is responsible for implementing, the Redevelopment Plan for the North Richmond Redevelopment Project Area by Ordinance No. 87-50, adopted on July 14, 1987, as amended by Ordinance No. 94-63, adopted on December 6, 1994, as amended by Ordinance No. 99-06, adopted on February 23, 1999, as amended by Ordinance No. 99-31, adopted June 8, 1999, as further amended by Ordinance No. 2006-35, adopted July 18, 2006, as further amended by Ordinance No. 2007-25, adopted on June 5, 2007, as further amended by Ordinance No. 2008-20, adopted on May 20, 2008 (the "Redevelopment Plan"), which sets forth a plan for redevelopment of the North Richmond Redevelopment Project Area (the North Richmond Project Area"); and

WHEREAS, by Resolution No. 87-14 dated June 2, 1987, the Agency has adopted its Rules for Business Tenant Preference and Owner Participation in the North Richmond Redevelopment Project Area (the "Rules"); and

WHEREAS, a central purpose of the North Richmond Plan is to revitalize the North Richmond Project Area by, among other activities, redeveloping currently underutilized parcels; and

Contact: D. Wells, 5-7236

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

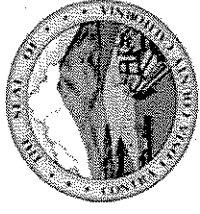
ATTESTED: March 31, 2009

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

By: Deputy

Katherine Guclain

cc:



WHEREAS, the staff report accompanying this resolution demonstrates that it would be in the best interest of redevelopment of the North Richmond Project Area that all or substantial portions of select contiguous parcels on the eastern side of Third Street between Grove street and Chesley Avenue in the North Richmond Redevelopment Project Area (the "Unified Development Site") be developed in a unified manner by one or more master developer(s) as authorized by the Plan and Part III.A of the Rules; and

WHEREAS, Exhibit A attached to this Resolution and incorporated herein by this reference is a map showing the parcels that comprise the Unified Development Area; and

WHEREAS, the Agency shall prepare a request for proposals for redevelopment of the Unified Development Site, which, when completed, will enable the Agency to more precisely specify the most appropriate reuse of the Unified Development Site and shall include solicitation of proposals from qualified property owners and other development entities that will best achieve the central purpose of the North Richmond Plan described above; and

WHEREAS, upon completion of the request for proposals, the Agency will be able to complete the process for selection of one or more master developers for all or substantial portions of the Unified Development Site, as set forth in Part III.A of the Rules.

NOW THEREFORE BE IT RESOLVED that the Agency hereby determines that the above Recitals are true and correct and have served, together with the accompanying staff report, as the basis for the actions set forth.

BE IT FURTHER RESOLVED that, the Agency determines that it is in the best interest of the North Richmond Project Area to redevelop all or substantial portions of the Unified Development Area, consisting of the parcels shown in Exhibit A, as a unified development in accordance with the North Richmond Plan and Part III.A of the Rules, and designates Grove Point as a Unified Development Area under the North Richmond Redevelopment Plan and Part III.A of the Rules.

BE IT FURTHER RESOLVED that, the Agency hereby authorizes the Agency Executive Director, or the Redevelopment Director's designee, to prepare a request for proposal (the "RFP") for redevelopment of the Unified Development Area, consistent with the Plan and the Rules and distribute the RFP to the owners of the affected parcels and such other persons or entities that the Executive Director, or the Executive Director's designee, deem appropriate as potential master developers of the Unified Development Site. The RFP shall direct that proposals be submitted by April 24, 2009, provided that this deadline may be extended if the Redevelopment Director, or the Redevelopment Director's designee, determines that an extension of that deadline would be beneficial to the Agency.

BE IT FURTHER RESOLVED that, the Agency Redevelopment Director is authorized to obtain appraisals, make conditional purchase offers, and seek to negotiate voluntary purchase agreements subject to the final subsequent approval by the Agency Board, for any or all of the parcels comprising the Unified Development Area; provided, however, that nothing in this Resolution constitutes a commitment of decision of the Agency to acquire any property.

BE IT FURTHER RESOLVED that if, pursuant to subsequent final approval of the Agency Board, the Agency does acquire any of the parcels comprising the Unified Development Area, the owner(s) of such property shall be entitled to submit a proposal to serve as master developer for the Unified Development Area as provided in Part III.A.6 of the Rules.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its passage and adoption

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Redevelopment Agency Governing Board on the date shown:

ATTESTED: March 31, 2009

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

By Katherine Givlain, Deputy

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

Adopted this Resolution on 03/31/2009 by the following vote:

AYES: ☐
NOES: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2009/115

Designating Specified Parcels in the North Richmond Project Area as a Unified Development Area for Redevelopment by One or More Master Developers.

WHEREAS, pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the Contra Costa County Board of Supervisors ("County") has adopted, and the Contra Costa County Redevelopment Agency (the "Agency") is responsible for implementing, the Redevelopment Plan for the North Richmond Redevelopment Project Area by Ordinance No. 87-50, adopted on July 14, 1987, as amended by Ordinance No. 94-63, adopted on December 6, 1994, as amended by Ordinance No. 99-06, adopted on February 23, 1999, as amended by Ordinance No. 99-31, adopted June 8, 1999, as further amended by Ordinance No. 2006-35, adopted July 18, 2006, as further amended by Ordinance No. 2007-25, adopted on June 5, 2007, as further amended by Ordinance No. 2008-20, adopted on May 20, 2008 (the "Redevelopment Plan"), which sets forth a plan for redevelopment of the North Richmond Redevelopment Project Area (the North Richmond Project Area"); and

WHEREAS, by Resolution No. 87-14 dated June 2, 1987, the Agency has adopted its Rules for Business Tenant Preference and Owner Participation in the North Richmond Redevelopment Project Area (the "Rules"); and

WHEREAS, a central purpose of the North Richmond Plan is to revitalize the North Richmond Project Area by, among other activities, redeveloping currently underutilized parcels; and

Contact: D. Wells, 5-7236

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

ATTESTED: March 31, 2009

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

By: , Deputy

cc:

WHEREAS, the staff report accompanying this resolution demonstrates that it would be in the best interest of redevelopment of the North Richmond Project Area that all or substantial portions of select contiguous parcels on the eastern side of Third Street between Grove street and Chesley Avenue in the North Richmond Redevelopment Project Area (the "Unified Development Site") be developed in a unified manner by one or more master developer(s) as authorized by the Plan and Part III.A of the Rules; and

WHEREAS, Exhibit A attached to this Resolution and incorporated herein by this reference is a map showing the parcels that comprise the Unified Development Area; and

WHEREAS, the Agency shall prepare a request for proposals for redevelopment of the Unified Development Site, which, when completed, will enable the Agency to more precisely specify the most appropriate reuse of the Unified Development Site and shall include solicitation of proposals from qualified property owners and other development entities that will best achieve the central purpose of the North Richmond Plan described above; and

WHEREAS, upon completion of the request for proposals, the Agency will be able to complete the process for selection of one or more master developers for all or substantial portions of the Unified Development Site, as set forth in Part III.A of the Rules.

NOW THEREFORE BE IT RESOLVED that the Agency hereby determines that the above Recitals are true and correct and have served, together with the accompanying staff report, as the basis for the actions set forth.

BE IT FURTHER RESOLVED that, the Agency determines that it is in the best interest of the North Richmond Project Area to redevelop all or substantial portions of the Unified Development Area, consisting of the parcels shown in Exhibit A, as a unified development in accordance with the North Richmond Plan and Part III.A of the Rules, and designates Grove Point as a Unified Development Area under the North Richmond Redevelopment Plan and Part III.A of the Rules.

BE IT FURTHER RESOLVED that, the Agency hereby authorizes the Agency Executive Director, or the Redevelopment Director's designee, to prepare a request for proposal (the "RFP") for redevelopment of the Unified Development Area, consistent with the Plan and the Rules and distribute the RFP to the owners of the affected parcels and such other persons or entities that the Executive Director, or the Executive Director's designee, deem appropriate as potential master developers of the Unified Development Site. The RFP shall direct that proposals be submitted by April 24, 2009, provided that this deadline may be extended if the Redevelopment Director, or the Redevelopment Director's designee, determines that an extension of that deadline would be beneficial to the Agency.

BE IT FURTHER RESOLVED that, the Agency Redevelopment Director is authorized to obtain appraisals, make conditional purchase offers, and seek to negotiate voluntary purchase agreements subject to the final subsequent approval by the Agency Board, for any or all of the parcels comprising the Unified Development Area; provided, however, that nothing in this Resolution constitutes a commitment of decision of the Agency to acquire any property.

BE IT FURTHER RESOLVED that if, pursuant to subsequent final approval of the Agency Board, the Agency does acquire any of the parcels comprising the Unified Development Area, the owner(s) of such property shall be entitled to submit a proposal to serve as master developer for the Unified Development Area as provided in Part III.A.6 of the Rules.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its passage and adoption

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Redevelopment Agency Governing Board on the date shown:

ATTESTED: March 31, 2009

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

By _____, Deputy

EXHIBIT A
Map of Unified Development Area
Aerial View

