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

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

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

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO THREE (3) MINUTES.

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

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

Staff reports related to open session items on the agenda are also accessible on line at www.co.contra-costa.ca.us.

ANNOTATED AGENDA & MINUTES
December 8, 2015

9:00 A.M. Convene, Call to Order and Opening Ceremonies

Inspirational Thought- "For myself, success is to leave the woodpile a little higher than I found it." ~ Paul Harvey

Present: District I Supervisor John Gioia; District II Supervisor Candace Andersen; District III Supervisor Mary N. Piepho; District IV Supervisor Karen Mitchoff; District V Supervisor Federal D. Glover

Staff Present: David Twa, County Administrator
Sharon Anderson, County Counsel

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.115 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

Item C.68 was RELISTED for consideration on December 15, 2015.

PRESENTATIONS (5 Minutes Each)

PR.1 PRESENTATION to accept the 2014/15 Annual Report from the Contra Costa County Juvenile Justice-Delinquency Prevention Commission. (Harvey Samuels and Carl Livengood, Co-Chairs of the Juvenile Justice Delinquency Prevention Commission)

The Commission is seeking applicants to fill open positions, both adult and youth. Please visit http://www.co.contra-costa.ca.us/2335/Juvenile-Justice-Commission for more information.

ACCEPTED the report; and REFERRED the matter of greater investment and operation of latchkey programs to cover the critical hours of 3:00 to 6:00 p.m to the Public Protection Committee.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

There were no items removed for discussion.

D. 2 RECEIVE oral report from the Sheriff, Health Services Director, and Employment and Human Services Director on the security precautions that exist at County health and social services facilities.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

D. 3 HEARING on the itemized costs of abatement for property located at 549 Grove Ave., Richmond, CA (Elizabeth Smith, Owner). (Jason Crapo, Conservation and Development Department)

CLOSED the hearing; DETERMINED the cost of all abatement work and all administrative costs to be $17,770.97; ORDERED the itemized report confirmed and DIRECTED that it be filed with the Clerk of the Board of Supervisors; ORDERED the costs to be specially assessed against the above-referenced property and AUTHORIZED the recording of a Notice Of Abatement Lien.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

D. 4 HEARING to consider adopting Ordinance No. 2015-22 amending the 2013 California Green Building Standards Code to establish electric vehicle parking and charging station standards. (Jason Crapo, Conservation and Development Department)

CLOSED the hearing; and ADOPTED Ordinance No. 2015-22, amending the 2013 California Green Building Standards Code to establish electric vehicle parking and charging station standards.

D. 5 HEARING on the itemized costs of abatement for property located at 14 Cooke Ave., Crockett, CA. (Gabriel Almanza. Owner) (Jason Crapo, Department of Conservation and Development)

CLOSED the hearing; DETERMINED the cost of all abatement work and all administrative costs to be $ 2,444.34; ORDERED the itemized report confirmed and DIRECTED that it be filed with the Clerk of the Board of Supervisors; ORDERED the costs to be specially assessed against the above-referenced property and AUTHORIZED the recording of a Notice Of Abatement Lien.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

D. 6 CONSIDER approving and authorizing the Conservation and Development Director, or designee, to execute a Cooperation Agreement for the Community Development Block Grant (CDBG) Urban County and HOME Investment Partnerships Act (HOME) Consortium with the City of Richmond for fiscal years 2016\17 and 2017/18 and with an option to renew for subsequent three-year terms, through which the County will administer CDBG and HOME funds previously granted to the City of Richmond. (100% Federal funds) (Kara Douglas, Conservation and Development Department)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

D. 7 CONSIDER approving phased implementation of a 28.8% increase in solid waste collection rates charged to residential, commercial and light industrial customers in the unincorporated areas served by Allied Waste Systems, Inc., under the County's Franchise Agreement, with a 15% rate increase effective January 15, 2016, a 12% rate increase effective January 15, 2017, and deferring whether or not to implement the remaining 1.8% rate increase until the 2020 Base Year Rate Review, as recommended by the Conservation and Development Director. (Deidra Dingman, Conservation and Development Department)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

D. 8 PUBLIC COMMENT (3 Minutes/Speaker)

Marta Reyes, SEIU Local 2015 and Dekuana Hale, SEIU Local 2015 spoke on the need for a wage increase for In Home Support Services workers; Melody Lacy, resident of Martinez, spoke of the great work done by In Home Supportive Service employees and noted that many of them rely on assistance from the food bank; Lenore Kraus spoke in support of the Pleasant Hill Recreation and Park District proposed purchase of the Oak Park Elementary School site (handout attached). Maude DeVictor, veteran, informed the Board that the City of Martinez is issuing parking citations at the Veterans Medical Center. Vince Wells, President Local 1230, said that at the East Contra Costa Fire Protection District meeting the night before, there was a unanimous vote to reopen the Knightsen fire station. The district will commence hiring and other duties for that effort immediately.

D. 9 CONSIDER reports of Board members.

Supervisor Piepho said she had attended a California State Association of Counties (CSAC) meeting last week which had a very informational session on medical marijuana and a possible ballot initiative for legalizing recreational marijuana;

Supervisor Andersen also attended the CSAC conference and was greatly interested in the issue of supporting those released from incarceration to get a valid identification card to help integrate them back into society, noting that San Diego has a good partnership program with the Department of Motor Vehicles that might serve as a model. She also said that in the medical marijuana workshop she learned that the transition to legal recreational use of marijuana is easier in a state with a well-regulated medical marijuana program, and she believes that California has not solved all the issues in this area, which may create challenges;

Supervisor Mitchoff acknowledged the receipt of material from Lenore Kraus regarding land acquisition by the Pleasant Hill Park and Recreation District (see correspondence attached to public comment). She will be following up on this as the District Supervisor and offered to share all communications with any Supervisor interested. She also noted that it is the end of the term for Chair Gioia as second past president of CSAC and thanked him for his years of service.

Closed Session

A. CONFERENCE WITH LABOR NEGOTIATORS

1. Agency Negotiators: David Twa and Bruce Heid.

Employee Organizations: Contra Costa County Employees' Assn., Local No. 1; Am. Fed., State, County, & Mun. Empl., Locals 512 and 2700; Calif. Nurses Assn.; Service Empl. Int'l Union, Local1021; District Attorney's Investigators Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters, Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Service Empl. Int'l Union United Health Care Workers West; Contra Costa County Defenders Assn.; Probation Peace Officers Assn. of Contra Costa County; Contra Costa County Deputy District Attorneys' Assn.; and Prof. & Tech. Engineers, Local 21, AFL-CIO.

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

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

1. *John Walsh and Richard Strand as GALs for Persephone Marilyn Walsh, a minor v. Contra Costa Health Services, et al.*, Contra Costa County Superior Court Case No. C14-00016
2. *Retiree Support Group of Contra Costa County v. Contra Costa County,* U.S. District Court, Northern District of California, Case No. C12-00944 JST

C. LIABILITY CLAIMS
In re Claim of Maninder Wilhelm, et al.

There were no reports from Closed Session.

ADJOURN IN MEMORY OF
the victims of the December 2 shooting at the
San Bernardino County Department of Public Health

The Board of Supervisors observed a moment of silence in honor of the victims:

Robert Adams, Daniel Kaufman, Bennetta Betbadal, Harry Bowman, Sierra Clayborn, Juan Espinoza, Michael Wetzel, Aurora Godoy, Shannon Johnson, Isaac Amanios, Yvette Velasco, Damian Meins, Tin Nguyen, Nicholas Thalasinos.

The San Bernardino United Way has established a fund to assist those affected by the loss. To donate via mobile phone, text SBUNITED to 71777 to receive a link. Checks may be sent to SBUNITED at Arrowhead United Way, 646 North D Street, San Bernardino CA 92401. ***http://arrowheadunitedway.org***

CONSENT ITEMS

Road and Transportation

C. 1 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Right of Entry agreement with Union Pacific Railroad Company for Camino Diablo paving at the Union Pacific Railroad Company's crossing, and APPROVE payment of $750 for Marsh USA's Railroad Protective Liability Insurance, Byron area. (100% Local Road Funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 2 APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute Amendment No. 7 to Agreement No. 208 with the Contra Costa Transportation Authority effective October 21, 2015, to increase the amount payable to Contra Costa County by $200,000 for a new payment limit of $7,248,054 for the State Route 4 East Widening Somersville Road to State Route 160 Project, as recommended by the Public Works Director, East County area. (100% Contra Costa Transportation Authority funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 3 APPROVE the conveyance of real property acquired for the State Route 4 East Widening Somersville Road to State Route 160 Project Segment 1, to the State of California, as recommended by the Public Works Director, Antioch area. (100% Contra Costa Transportation Authority Funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 4 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with CH2M Hill, Inc., effective November 5, 2015, to extend the term from November 5, 2015 to November 5, 2017 for on-call structural engineering services, with no change to the original payment limit of $250,000, Countywide. (100% Special Revenue Funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Engineering Services

C. 5 ADOPT Resolution No. 2015/436 approving the third extension of the Road Improvement Agreement for road acceptance RA06-01208, for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Special Districts & County Airports

C. 6 APPROVE and ADOPT the Disadvantaged Business Enterprise (DBE) Program for County Airports and AUTHORIZE the Public Works Director, or designee, to sign and submit the DBE Program document to the Federal Aviation Administration for acceptance, and RESCIND the existing Disadvantaged Business Enterprise Program approved by the Board of Supervisors on June 9, 2009, with regard to the Federal Aviation Administration, Concord and Byron areas. (100% Federal Aviation Administration funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Claims, Collections & Litigation

C. 7 DENY claims filed by Shawn Marbley, and Jorge Villa. DENY Application to File Late Claim Alejandra & Daniela Rivera and William Thomas.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Honors & Proclamations

C. 8 ADOPT Resolution No. 2015/462 recognizing Dale Barnett, National Commander of the American legion, as he visits Post 246 in Danville, as recommended by Supervisor Andersen.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 9 ADOPT Resolution No. 2015/463 celebrating the 5th Annual Scare Away Hunger Event, as recommended by Supervisor Mitchoff.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Appointments & Resignations

C. 10 RE-APPOINT Theresa Kula to the District V Public Sector seat on the Economic Opportunity Council, as recommended by Supervisor Glover.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 11 APPOINT Grayce Smith to the Oakley Local Committee seat on the Advisory Council on Aging, as recommended by the Employment and Human Services Director.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 12 APPOINT in lieu of election Michael Craig and James Folsom to fill the offices of District Trustees for Reclamation District No. 2059, Bradford Island, as recommended by the County Administrator.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 13 APPROVE the appointments, reappointments, privileges, advancements, department changes, voluntary resignations and updated OB/GYN privileges as recommend by the Medical Staff Executive Committee, at their November 16, 2015 meeting, and by the Health Services Director.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Appropriation Adjustments

C. 14 Sheriff's Office (0362): APPROVE Appropriations and Revenue Adjustment No. 5024 authorizing new revenue in the amount of $352,682 from the California Emergency Management Agency, 2015 Emergency Management Performance Grant and appropriating it to sustain and enhance all-hazards emergency management capabilities within the County. (100% Federal)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Intergovernmental Relations

C. 15 SUPPORT the recommendation from the Legislation Committee to sponsor a bill in 2016 to ensure that both current Contra Costa County and dependent special district non-safety employees and new non-safety employees continue to receive the same disability retirement benefit, as recommended by the Legislation Committee. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Personnel Actions

C. 16 ADOPT Position Adjustment Resolution No. 21740 to add one Administrative Aide-Deep Class (represented) position and one Community and Media Relations Specialist (represented) position, and cancel one Account Clerk-Experienced Level (represented) position and one Social Worker (represented) position in the Employment and Human Services Department. (45% Federal, 45% State, 10% County)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 17 ADOPT Position Adjustment Resolution No. 21777 to add one Senior Buyer (represented) position and cancel one Buyer II (represented) position in the Public Works Department. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 18 ADOPT Position Adjustment Resolution No. 21766 to add one Social Service Program Assistant (represented) position and cancel one Eligibility Work Specialist (represented) position in the Employment and Human Services Department. (45% Federal, 45% State, 10% County)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 19 ADOPT Position Adjustment Resolution No. 21788 to add one part time (20/40) Victim/Witness Assistance Program Specialist (represented) position in the District Attorney's office. (80% State, 20% In-Kind County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 20 ADOPT Position Adjustment Resolution No. 21779 to retitle the class of Departmental Personal Computer Coordinator (represented) to Information Systems Supervisor (represented), reallocate the class of Information Systems Supervisor on the Salary Schedule, and reclassify two positions to Information Systems Supervisor in the Employment and Human Services Department. (45% Federal, 45% State, 10% County)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 21 ADOPT Position Adjustment Resolution No. 21778 to add one Independent Living Skills Program Specialist (represented) position in the Employment and Human Services Department. (100% State)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 22 ADOPT Position Adjustment Resolution No. 21782 to add one Medical Records Coder position (represented) in the Health Services Department. (100% CCHP Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 23 ADOPT Position Adjustment Resolution No. 21783 to add one Veterans Service Representative (represented) position in the Veterans Service Department. (100% State funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 24 ADOPT Position Adjustment Resolution No. 21787 to add three Legal Assistant (represented) positions in the District Attorney's Office - Special Operations unit. (33% Real Estate Fraud, 33% State Insurance Fraud grants, 17% Consumer Protection, and 16% Environmental funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 25 ADOPT Position Adjustment Resolution No. 21794 to add two part time (24/40) Registered Nurse-Experienced Level positions (represented) and cancel one Registered Nurse-Experienced Level position (represented) in the Health Services Department. (100% CCHP Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 26 ADOPT Position Adjustment Resolution No. 21731 to reallocate the salaries of the Supervising Accidental Release Prevention Engineer (represented) and Director of Hazardous Materials Programs-Exempt (unrepresented) classifications in the Health Services Department. (100% Hazardous Materials fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 27 ADOPT Resolution No. 2015/448 to adjust the salary ranges of certain job classifications to be in compliance with the State of California minimum wage law effective January 1, 2016, as recommended by the County Administrator.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 28 ADOPT Resolution No. 2015/452 correcting and replacing the attachment presented to the Board on October 20, 2015, in regards to the Memorandum of Understanding (MOU) between Contra Costa County and the Deputy District Attorneys' Association (DDAA) for the period of July 1, 2015 through June 30, 2018, as recommended by the County Administrator.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Grants & Contracts

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

C. 29 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Agricultural Commissioners and Sealers Association, to reimburse the County in an amount not to exceed $6,372 for non-mandated pesticide use reporting activities for the period of July 1, 2015 through June 30, 2016. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 30 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Mt. Diablo Unified School District, to pay the County an amount not to exceed $9,000 for the Outreach Tuberculosis Testing Program for Mt. Diablo Unified School District employees, for the period September 1, 2015 through June 30, 2016. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 31 APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with the State of California, California Arts Council, to increase the amount payable to the County by $11,996 for a new total of $23,996, to provide advocacy for the advancement of the arts in Contra Costa County, with no change in the term of October 1, 2015 through September 30, 2016. (50% County General Fund Match Budgeted)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 32 APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to apply for and accept a "HAVA Polling Place Accessibility Training Program" grant in the amount of $38,370 from the California Secretary of State for reimbursement to the County for voter accessibility activities and equipment, for the period November 1, 2015 through June 30, 2016. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 33 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a non-financial memorandum of understanding with the Anthem Blue Cross Health Plan, including mutual indemnification, to provide targeted case management services to Anthem's Medi-Cal patients served by the County's public health clinics, for the period July 1, 2015 through June 30, 2020. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 34 APPROVE and AUTHORIZE the Health Services Director, or designee, to apply for and accept, if awarded, the California State EMS Authority Health Information Exchange Emergency Medical Services Grant in an amount not to exceed $500,000 to demonstrate health information exchange between emergency medical services and community hospitals. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 35 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Pittsburg Unified School District, to pay the County an amount not to exceed $3,800 to provide the Public Health Clinic Services Scoliosis Screening Project for 7th and 8th grade students, for the period September 1, 2015 through August 31, 2016. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 36 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the West Contra Costa Unified School District, to pay the County an amount not to exceed $5,000 to provide mental health services to students and their families, for the period September 1, 2015 through June 30, 2016. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 37 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a non-financial agreement with Anthem Blue Cross Health Plan, including mutual indemnification, for coordination of the Targeted Case Management Program, County's Public Health Clinic Services, for the period July 1, 2015 through June 30, 2020. (Non-financial)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 38 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the City of Oakley, including mutual indemnification, to pay the County an amount not to exceed $3,000,000 to provide police dispatching services for the period May 1, 2016 through April 30, 2021. (100% City of Oakley)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

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

C. 39 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with Contra Costa Resource Conservation District, including modified General Conditions and indemnification provisions, in an amount not to exceed $40,000 for the Pinole Creek Fish Passage Enhancement Project, for the period January 1, 2016 through December 31, 2017. (100% Fish and Wildlife Propagation Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 40 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Mt. Diablo Adult Education, including modified indemnification language, in an amount not to exceed $40,577 for outreach and training of California Work Opportunity and Responsibility to Kids (CalWORKS) clients for the period October 1, 2015 through June 30, 2016. (85% Federal, 15% State)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 41 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract extension with Cardno, to extend the term from December 31, 2015 through December 31, 2016 with no change in the payment limit, to provide continued service for the completion of the Environmental Impact Report for the Shell Martinez Refinery's Greenhouse Gas Reduction Project. (County File #LP14-2006) (100% applicant funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 42 APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute (1) a contract amendment with CherryRoad Technologies, Inc., effective December 8, 2015, to increase the payment limit by $467,360 to a new payment limit of $6,152,310, for the purchase of 10,250 Oracle cloud service seat licenses and Taleo Recruiting and Transitions Onboarding licenses, and for additional services to implement the County's Taleo Recruiting and Transitions Onboarding solution, and (2) a Cloud Services Ordering Document, dated January 4, 2016, with Oracle America, Inc., for the Oracle cloud service and Taleo Application licenses. (100% PeopleSoft Project budget)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 43 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Blessing & Harvey Professional Services, Inc. (dba Ernie's Plumbing & Sewer Service), effective December 8, 2015, to increase the payment limit by $1,200,000 to a new payment limit of $1,850,000, with no change to the original term of April 1, 2015 through March 31 2018, for sublet emergency plumbing services, Countywide. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 44 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Overmiller, Inc. (dba Roto-Rooter Sewer Service), effective December 8, 2015, to increase the payment limit by $1,200,000 to a new payment Limit of $1,850,000, with no change to the original term of April 1, 2015 through March 31 2018, for sublet emergency plumbing services, Countywide. (100 % General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 45 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Matrix HG, Inc., effective December 8, 2015, to increase the payment limit by $1,200,000 to a new payment limit of $2,300,000, with no change to the original term of December 1, 2014 through November 30, 2017, to provide heating, ventilation and air conditioning services, Countywide. (100 % General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 46 APPROVE and AUTHORIZE the County Librarian, or designee, to execute a contract with San Jose State University to provide unpaid Master of Library and Information Science Internships for the period January 1, 2016 through December 31, 2021. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 47 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with East Bay Cardiology Medical Group, Inc., in an amount not to exceed $700,000 to provide cardiology services, for the period January 1, 2016 through December 31, 2017. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 48 APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay stipends in an amount not to exceed $15 per individual for one-half day, or $25 per individual for one full day to foster parents and birth parents for attendance at training workshops, focus groups, and meetings, in a total amount not to exceed $95,000, for the period July 1, 2015 through June 30, 2017. (62% Federal, 30% State, 8% County)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 49 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Careerstaff Unlimited, Inc. (dba Therapists Unlimited), in an amount not to exceed $250,000 to provide temporary occupational, physical and speech therapists, pharmacists and pharmacy technicians, medical social workers, ultrasound technologists and other ancillary classifications at Contra Costa Regional Medical and Health Centers, for the period January 1 through December 31, 2016. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 50 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Alexander Gorodetsky, M.D., in an amount not to exceed $116,480 to provide outpatient psychiatric services at the West County Adult Mental Health Clinic, for the period January 1 through December 31, 2016. (100% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 51 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Michael Levin, M.D. in an amount not to exceed $250,600, to provide outpatient psychiatric services at the Central County Adult Mental Health Clinic, including the provision of expert testimony in conservatorship trials, for the period January 1, 2016 through December 31, 2016. (100% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 52 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Martha D. Newman in an amount not to exceed $190,000 to provide consultation and technical assistance to Contra Costa Regional Medical and Health Centers on the Delivery System Reform Incentive Plan, for the period December 1, 2015 through November 30, 2016. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 53 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with L. Evan Custer, M.D., in an amount not to exceed $990,000 to provide radiology services at Contra Costa Regional Medical and Health Centers, for the period December 1, 2015 through November 30, 2018. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 54 APPROVE and AUTHORIZE the Public Defender, or designee, to execute a contract with West Publishing Corporation in an amount not to exceed $116,230 to provide online legal resource services and printed materials for the period November 29, 2015 through November 28, 2018. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 55 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jon Whalen, M.D., in an amount not to exceed $300,800 to provide outpatient psychiatric services for the period February 1, 2016 through January 31, 2017. (50% Mental Health Realignment Fund; 50% Federal Financial Participation)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 56 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jasbir Virk, M.D., in an amount not to exceed $163,398 to provide outpatient psychiatric services for children and adolescents at West County Mental Health Clinics for the period January 1 through December 31, 2016. (50% Federal Funding; 50% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 57 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Environmental Science Associates, Inc., to increase the payment limit by $150,000 to a new limit of $300,000, with modified indemnification, and extend the term from December 31, 2015 through December 31, 2017, for continued technical consulting services associated with waste diversion programs. (75% Franchise Fees, 25% Oil Grant Funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 58 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Urban Tilth, to extend the term from December 31, 2015 to December 31, 2018 and increase the payment limit by $22,000 to a new payment limit of $457,000, for the development of an Urban Farm in North Richmond, and take other related actions. (100% Park Dedication Trust Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 59 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Edgewood Center for Children and Families in an amount not to exceed $160,000 to provide specialty mental health services to severely emotionally disturbed children including mental health services, collateral services, and therapeutic behavioral services for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016 in an amount not to exceed $80,000. (50% Federal Financial Participation; 50% County Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 60 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sonja Robinson, R.N. (dba Healthcare Solutions USA), in an amount not to exceed $384,000 to provide healthcare consultation and technical assistance to the Health Plan Medical Management team for the period December 1, 2015 through November 30, 2016. (100% Health Plan Enterprise II Funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 61 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Wilson Consulting, Inc., effective November 1, 2015, to extend the term from December 31, 2014 through December 31, 2016 and increase the payment limit by $440,000 to a new payment limit of $1,860,000, to provide additional technical support services for the County's Patient Accounting System, the Keane system, and the "HL7" interface, including the Department's appointment system. (100% Enterprise Fund I)

RELISTED to December 15, 2015.

C. 62 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an unpaid student training agreement with David Grant Medical Center (DGMC), to provide supervised field instruction at Contra Costa Regional Medical and Health Centers to DGMC's U.S. Air Force students in preparation for residency certification, for the period December 1, 2015 through December 31, 2020. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 63 APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay UHS Surgical Services, Inc., the amount of $22,322 for the provision of surgical lasers, equipment and certified technicians to the Surgical Unit at Contra Costa Regional Medical Center during the period March 1 through August 31, 2015. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 64 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Futurenet Technologies Corp. in an amount not to exceed $650,000 to provide temporary medical coding services for Contra Costa Regional Medical and Health Centers, for the period October 1, 2015 through September 30, 2016. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 65 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with The Center for Common Concerns, Inc. (dba HomeBase), in an amount not to exceed $220,984 to provide consultation and technical assistance to the Department on the Continuum of Care planning and resource development, for the period October 1, 2015 through September 30, 2016. (45% Federal Medi-Cal Administrative Activities, 24% County General Fund, 31% Housing Urban Development)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 66 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sodexo America, LLC, in an amount not to exceed $298,441 to provide management and oversight of the Food and Nutrition Services Unit at Contra Costa Regional Medical and Health Centers, for the period November 1, 2015 through October 31, 2016. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 67 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Susan Martinez (dba God's Grace Homes), effective November 1, 2015, to modify the service plan to add a second licensed augmented board and care facility for County-referred mentally disordered clients, with no change in the original payment limit of $238,800 and no change in the term of July 1, 2015 through June 30, 2016. (100% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 68 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bay Area Tumor Institute in an amount not to exceed $600,000 to provide consultation and technical assistance with regard to patient assistance programs for prescription drugs for indigent or unfunded patients at Contra Costa Regional Medical and Health Centers, for the period August 1, 2015 through July 31, 2016. (100% Hospital Enterprise Fund I)

RELISTED to December 15, 2015.

C. 69 APPROVE and AUTHORIZE the County Administrator, or designee, to amend a contract with Nielsen Merksamer Parrinello Gross & Leoni LLP, effective January 1, 2016, to extend the term from December 31, 2015 through December 31, 2016 and increase the payment limit by $180,000 to a new payment limit of $720,000 for continued state advocacy services. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 70 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Med One Capital Funding, LLC., in the amount of $1,308,026 for a sixty month lease of the Omnicell automated dispensing cabinets for the pharmacies at the Contra Costa Regional Medical and Health Centers, for the period December 1, 2015 through November 30, 2020. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 71 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Sanofi Pasteur, Inc., to increase the payment limit by $65,000 to a new payment limit of $215,000 for vaccines and other injectable medications for the Contra Costa Regional Medical and Health Centers, with no change in the original term of January 1 through December 31, 2015. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 72 APPROVE and AUTHORIZE the County Administrator, or designee, to amend a contract with Alcalde & Fay, effective December 1, 2015, to extend the term from December 31, 2015 through December 31, 2016 and increase the payment limit by $108,500 to a new payment limit of $416,892 for continued federal advocacy services. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 73 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Planned Parenthood, Shasta Diablo, Inc., in an amount not to exceed $1,214,000 to provide prenatal services for Contra Costa Regional Medical Center and Health Center patients, for the period July 1, 2015 through June 30, 2016. (100% Enterprise Funds, offset by third party payors)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 74 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with We Care Services for Children in an amount not to exceed $1,727,802 to provide wrap-around and other mental health services including in-home behavioral therapy and intensive care coordination for high-risk, delayed or emotionally disturbed children for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016 in an amount not to exceed $863,901. (50% Federal Financial Participation; 50% County Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 75 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with La Cheim School, Inc., in an amount not to exceed $2,278,692 to provide a residential treatment program, mental health services and therapeutic behavioral services for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016 in an amount not to exceed $1,139,346. (50% Federal Financial Participation; 50% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 76 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Anka Behavioral Health, Inc., in an amount not to exceed $1,399,869 to provide mental health services and support to adults with serious and persistent mental illness in Central Contra Costa County for the period January 1, 2016 through June 30, 2017, including a six-month automatic extension through December 31, 2017 in an amount not to exceed $466,623. (58% Mental Health Services Act, 42% Federal Financial Participation)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 77 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Catholic Charities CYO of the Archdiocese of San Francisco in an amount not to exceed $324,000 to provide therapeutic behavioral services for seriously emotionally disturbed children at its St. Vincent's School for Boys for the period July 1, 2015 through June 30, 2016, including a six-month automatic extension through December 31, 2016 in an amount not to exceed $162,000. (50% Federal Financial Participation; 50% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 78 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Crestwood Behavioral Health, Inc., including mutual indemnification, in an amount not to exceed $7,383,000 to provide subacute skilled nursing care services for the period July 1, 2015 through June 30, 2016. (88% Mental Health Realignment; 12% Mental Health Services Act)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 79 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Diabetics and Endocrinology Specialists, Inc., in an amount not to exceed $150,000 to provide diabetes and endocrinology services for the period February 1, 2016 through January 31, 2018. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 80 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Victor Treatment Centers, Inc., in an amount not to exceed $260,000 to provide residential treatment services to seriously emotionally disturbed children for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016 in an amount not to exceed $130,000. (50% Federal Financial Participation; 50% County Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 81 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Walnut Creek Surgical Associates, Inc., in an amount not to exceed $350,000 to provide general surgery services for Contra Costa Health Plan members for the period February 1, 2016 through January 31, 2018. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 82 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Early Childhood Mental Health Program in an amount not to exceed $2,666,654 to provide specialized mental health services, including in-home behavioral services and intensive care coordination, to children and their families in West County for the period July 1, 2015 through June 30, 2016, including a six-month automatic extension through December 31, 2016 in an amount not to exceed $1,333,327. (50% Federal Financial Participation; 50% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 83 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the West Contra Costa Unified School District in an amount not to exceed $190,000 to implement and coordinate the Teenage Pregnancy Prevention Project in West Contra Costa County, for the period September 1, 2015 through August 31, 2020. (100% Federal Department of Health and Human Services)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 84 APPROVE and AUTHORIZE the Chief Probation Officer, or his designee, to execute a contract containing mutual indemnification language with Barry Krisberg, PHD, in an amount not to exceed $40,000 to provide expert review of Juvenile Hall policies and procedures for the period of November 1, 2015 to October 31, 2019. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 85 APPROVE and AUTHORIZE the Chief Information Officer (Department of Information Technology), or designee, to execute a contract amendment with Richard Miller, effective November 25, 2015, to extend the term from November 30, 2015 through November 30, 2016 and increase the payment limit by $75,000 to a new payment limit of $150,000 to provide continued Apple product support services. (100% User Fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 86 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Trinity Services I, LLC, to pay the County an amount equivalent to 48% of gross revenue generated from the provision of commissary services to inmates in County-operated detention facilities for the period November 1, 2015 through October 31, 2020. (100% Restricted Inmate Welfare Fund revenue)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 87 APPROVE and AUTHORIZE the Chief Information Officer (Department of Information Technology), or designee, to execute a contract amendment with E-3 Systems, to increase the payment limit by $550,000 to a new payment limit of $1,750,000 to continue to provide, on an as-needed basis, installation and maintenance of telecommunications cabling. (100% Department User fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 88 APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Chief Information Officer (Department of Information Technology), a purchase order with AT&T Datacomm in an amount not to exceed $172,586 for the acquisition of Cisco equipment, in support of a hosted communication system for the Health Services Department. (100% User Fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Other Actions

C. 89 ADOPT Resolution No. 2015/430 to amend the salary schedules for the unrepresented WEX Trainee and Title V Trainee classifications to be in compliance with the State of California minimum wage law effective January 1, 2016, as recommended by the Assistant Director of Human Resources.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 90 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute amended and restated legal documents to consolidate the existing loans to Church Lane – Rubicon Partners, and provide $455,000 in Community Development Block Grant funds to Church Lane - Rubicon Partners for the rehabilitation of Church Lane Apartments in San Pablo. (100% Federal funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 91 ACCEPT the October 2015 update of the operations of the Employment and Human Services Department, Community Services Bureau as recommended by the Employment and Human Services Director.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 92 APPROVE the delegation of authority to the County Treasurer for investing and reinvesting County funds and the funds of other depositors in the County treasury, or to sell or exchange securities so purchased, pursuant to section 53607 of the State Government Code, as recommended by the County Treasurer-Tax Collector.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 93 APPROVE $12,600 in additional allocations of FY 2015/16 Keller Canyon Mitigation funds to the Bay Point Crossing Guard, Bay Point Annual Holiday Dinner and Toy Give Away, and District V Technology Upgrades programs, as recommended by the Keller Canyon Mitigation Fund Review Committee. (100% Keller Canyon Mitigation funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 94 APPROVE the allocation of up to $1,000,000 of fiscal year 2014/15 and 2015/16 Housing Opportunities for Persons with HIV/AIDS (HOPWA) funds for the Virginia Lane project in Concord, as recommended by the Conservation and Development Director. (100% Federal funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 95 ADOPT Resolution No. 2015/455 conditionally providing for the issuance of revenue bonds in an aggregate amount not to exceed $95 million to finance various Multifamily Residential Rental Housing Developments, and approving related actions, as recommended by the Conservation and Development Director. (100% Special Revenue funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 96 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an unpaid student training agreement with the Regents of the University of California on behalf of its University of California, San Francisco Benioff Children's Hospital Oakland, to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers to medical residency students, for the period October 1, 2015 through December 31, 2020. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 97 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an unpaid student training agreement with the Regents of the University of California on behalf of its University of California, San Diego Extension - Healthcare, to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers to medical residency students, for the period October 1, 2015 through September 30, 2016. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 98 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an unpaid student training agreement with the Western University of Health Sciences, dba Western University of Health Sciences, College of Osteopathic Medicine of the Pacific, to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers to physical therapy students, for the period December 1, 2015 through December 31, 2020. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 99 ACCEPT and APPROVE the Workforce Development Board Bylaws revision, as recommended by the Employment and Human Services Director.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.100 APPROVE and AUTHORIZE the Department of Conservation and Development to initiate a General Plan Amendment study to consider changing the General Plan Land Use Element Map from the Single-Family Residential – Medium Density land use designation to the Single-Family Residential – High Density designation for property located at 2424 Olympic Boulevard, Saranap area, Assessor's Parcel No. 185-220-023 (County File: GP#15-0002). (100% Applicant fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.101 ACCEPT the Contra Costa County Fish and Wildlife Committee 2015 Annual Report, as recommended by the Fish and Wildlife Committee. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.102 ACCEPT the report from the Employment and Human Services Department on Innovative Community Partnerships, as recommended by the Family & Human Services Committee.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.103 APPROVE Internal Operations Committee recommendations regarding Board advisory bodies that were reviewed during Phase I of the Triennial Advisory Body Review.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.104 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a subordination agreement under which the Successor Agency will subordinate a deed of trust held by the Successor Agency that secures the performance of Palacek Imports pursuant to an Owner Participation Agreement under which Palacek was granted $500,000 by the Redevelopment Agency in 2005. (100% Redevelopment funds paid in 2005)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.105 ADOPT Resolution No. 2015/456 to affirm County's commitment to reduce the number of people with mental illnesses in our County jails, commit to sharing lessons learned with other counties in our state and across the country to support a national initiative, and encourage all county officials, employees, and residents to participate in the "Stepping Up" initiative, as recommended by Supervisor Andersen and Sheriff Livingston.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.106 RECEIVE 2015 Annual Report submitted by the Aviation Advisory Committee.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.107 DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of a 2002 Bell Jet Ranger Helicopter no longer needed for public use, as recommended by the Public Works Director, Countywide. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.108 AUTHORIZE the discharge from accountability for certain Health Services Department accounts totaling $26,912,545.78, which are deemed uncollectible, as recommended by the Health Services Director.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.109 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to file a protest with the California State Water Resources Control Board on the petition requesting changes in water rights of the Department of Water Resources and U.S. Bureau of Reclamation for the California WaterFix project. (100% Contra Costa Water Agency fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.110 APPROVE the list of providers recommended by the Contra Costa Health Plan's Peer Review and Credentialing Committee on November 10, 2015, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.111 APPROVE request of the Health Services Department to replace the designation of the Antioch Health Center at 3505 Lone Tree Way with the new Antioch Health Center at 2335 Country Hills Drive, Antioch, as the service site within the scope of the Health Care for the Homeless Project through the Health Resources and Services Administration, as recommended by the Health Services Director.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.112 AUTHORIZE the Chair of the Board of Supervisors to sign the certification statements for the Child Health and Disability Prevention Program and the California Children's Services Program required by the State of California, as recommend by the Health Services Director.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.113 AUTHORIZE relief of cash shortage in the Health Services Department, Discovery House Petty Cash Fund, in the amount of $540.88, as recommended by the Auditor-Controller. (100% client fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.114 CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.115 ACCEPT quarterly report of the Post Retirement Health Benefits Trust Agreement Advisory Body, as recommended by the Post Retirement Health Benefits Trust Agreement Advisory Body.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Mary N. Piepho, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

GENERAL INFORMATION

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

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

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

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

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

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

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

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

www.co.contra-costa.ca.us

STANDING COMMITTEES

The **Airport Committee** (Karen Mitchoff and Supervisor Mary N. Piepho) meets quarterly on the second Monday of the month at 10:30 a.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

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

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

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

The **Internal Operations Committee** (Supervisors Karen Mitchoff and John Gioia) meets on the second Monday of the month at 2:30 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Legislation Committee** (Supervisors Karen Mitchoff and Federal D. Glover) meets on the first Thursday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Public Protection Committee** (Supervisors John Gioia and Federal D. Glover) meets on the second Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Transportation, Water & Infrastructure Committee** (Supervisors Candace Andersen and Mary N. Piepho) meets on the first Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

Airports Committee			See above
Family & Human Services Committee			See above
Finance Committee			See above
Hiring Outreach Oversight Committee			See above
Internal Operations Committee			See above
Legislation Committee			See above
Public Protection Committee			See above
Transportation, Water & Infrastructure Committee			See above

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

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

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

AB Assembly Bill
ABAG Association of Bay Area Governments
ACA Assembly Constitutional Amendment
ADA Americans with Disabilities Act of 1990
AFSCME American Federation of State County and Municipal Employees
AICP American Institute of Certified Planners
AIDS Acquired Immunodeficiency Syndrome
ALUC Airport Land Use Commission
AOD Alcohol and Other Drugs
ARRA American Recovery & Reinvestment Act of 2009
BAAQMD Bay Area Air Quality Management District
BART Bay Area Rapid Transit District
BayRICS Bay Area Regional Interoperable Communications System
BCDC Bay Conservation & Development Commission
BGO Better Government Ordinance
BOS Board of Supervisors
CALTRANS California Department of Transportation
CalWIN California Works Information Network
CalWORKS California Work Opportunity and Responsibility to Kids
CAER Community Awareness Emergency Response
CAO County Administrative Officer or Office
CCCPFD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center

CCWD Contra Costa Water District
CDBG Community Development Block Grant
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCFPD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
DSRIP Delivery System Reform Incentive Program
EBMUD East Bay Municipal Utility District
ECCFPD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
EPSDT Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
F&HS Family and Human Services Committee
First 5 First Five Children and Families Commission (Proposition 10)
FTE Full Time Equivalent
FY Fiscal Year
GHAD Geologic Hazard Abatement District
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Syndrome
HOME Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households
HOPWA Housing Opportunities for Persons with AIDS Program
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IHSS In-Home Supportive Services
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company

LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
LVN Licensed Vocational Nurse
MAC Municipal Advisory Council
MBE Minority Business Enterprise
M.D. Medical Doctor
M.F.T. Marriage and Family Therapist
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
OB-GYN Obstetrics and Gynecology
O.D. Doctor of Optometry
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
OSHA Occupational Safety and Health Administration
PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act
Psy.D. Doctor of Psychology
RDA Redevelopment Agency
RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications
RN Registered Nurse
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
VA Department of Veterans Affairs
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCTAC West Contra Costa Transportation Advisory Committee

Contra Costa County

To: Board of Supervisors

From: Philip F. Kader, County Probation Officer

Date: December 8, 2015

Subject: 2014-2015 Juvenile Justice Delinquency Prevention Commission Annual Report

RECOMMENDATION(S):
ACCEPT the 2014-2015 Annual Report from the Contra Costa County Juvenile Justice-Delinquency Prevention Commission.

FISCAL IMPACT:
No fiscal impact. Informational only

BACKGROUND:
Section 229 of the welfare and Institutions Code mandates that each county have a Juvenile Justice Commission to inquire into the administration of juvenile court law. The code also allows each county to have a Delinquency Prevention Commission at the discretion of the Board of Supervisors. Contra Costa County has such a Commission with the latter established in 1966. The Commission has access to all publicly administered institutions authorized by the County. It annually inspects jails, lock-ups, institutions and bi-annually county group home facilities. The purpose of the Juvenile Justice-Delinquency Prevention Commission is to be a public conscience in the best interest of justice for children and youth.

CONSEQUENCE OF NEGATIVE ACTION:
The Board of Supervisors will not receive the Juvenile Justice-Delinquency Prevention Commissions annual report for fiscal year 2014-2015.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: Harvey Samuels
925-313-4188

cc:

CLERK'S ADDENDUM

The Commission is seeking applicants to fill open positions, both adult and youth. Please visit http://www.co.contra-costa.ca.us/2335/Juvenile-Justice-Commission for more information. ACCEPTED the report; and REFERRED the matter of greater investment and operation of latchkey programs to cover the critical hours of 3:00 to 6:00 p.m to the Public Protection Committee.

AGENDA ATTACHMENTS

FY 2014/15 JJDPC Annual Report

MINUTES ATTACHMENTS

Commission Web Page

General Info - Juvenile Justice/Delinquency Prevention Commission

CONTRA COSTA COUNTY
JUVENILE JUSTICE COMMISSION
AND
DELINQUENCY PREVENTION COMMISSION
50 Douglas Drive, Suite 201
Martinez, California 94553-8500
(925) 313-4188

Date: November, 17, 2015

To: Honorable Barry Goode, Presiding Superior Court Judge
Honorable Lois M. Haight, Presiding Juvenile Court Judge
Karen Mitchoff, Chairperson, and Members of the CCC Board of Supervisors
Philip Kader, Contra Costa County Chief Probation Officer
Kathy Gallagher, Director of Employment and Human Services Department
David Twa, County Administrator of Contra Costa County
Dr. William B. Walker, Director, Contra Costa County Health Services Department
Nat Reed, BSCC Field Representative for Contra Costa County Probation Department

From: Karl Livengood and Harvey Samuels, Co-Chairpersons

Subject: Annual Report Fiscal Year 2014-2015

Section 229 of the Welfare and Institutions Code mandates that each county have a Juvenile Justice Commission to inquire into the administration of juvenile court law. The code also allows each county to have a Delinquency Prevention Commission at the discretion of the Board of Supervisors. Contra Costa County has such a Commission with the latter established in 1966.

The Commission has access to all publicly administered institutions authorized by the county. It annually inspects jails, lockups, institutions and bi-annually county group home facilities. Following each inspection, reported findings and recommendations are submitted to the Presiding Juvenile Court Judge and others for review.

The Commission also visits Juvenile Court and may hold hearings on matters concerning juvenile custody care or facilities. Members frequently visit Juvenile Hall and the Orin Allen Youth Rehabilitation Facility ("OAYRF"). The Juvenile Court Judge may issue subpoenas requiring attendance and testimony of witnesses and production of documents at the hearings.

The Commission is concerned with policy matters, advises the Juvenile Court, and is responsible for policy-making recommendations. It makes recommendations for administrative body changes it determines beneficial to juvenile justice, and it ensures that the changes are appropriate, safe and include adequate services.

The Commission may conduct studies including: review of essential services and budgets to ensure relevant and effective probation services; exploration of matters initiated by commissioners or referred by the Juvenile Court Judge, the Probation Department, the Board of Supervisors, or citizen inquiry.

The purpose of the Juvenile Justice Delinquency Prevention Commission is to be a public conscience in the best interest of justice for children and youth.

Membership

There are 15 member positions on the commission, all appointed by the Presiding Judge of the Juvenile Court. Each commissioner serves a four-year term unless filling the unexpired term of a resigned commissioner. At least two commissioners must be youth members. The Commission attempts to reflect the racial, ethnic diversity and geographic representations of the county.

During FY 2013-14 we had 13 commissioners, however during FY 2014/15 we lost several of our younger members due to attendance at colleges here and abroad. We also had one member move out of state. We were able to recruit at least one more prior to the end of the FY bringing our total to 9 members in the following geographic areas:

Lafayette - 1 Richmond - 3 San Ramon - 2 Walnut Creek - 3

As stated above, the Commission continues to experience problems in recruiting and retaining youth commissioner vacancies that are able to serve more than one year. We are actively pursuing eligible youth and adult persons with a focus on east and west county.

During FY 2014/15, the Commission developed two standing committees (internal and external) that includes several subcommittees. Commissioners are required to participate in at least two standing sub-committees as well as perform inspections and other duties as required.

Meetings

The Commission meets regularly on the third Monday of every month at 5:30 pm. There is no monthly meeting scheduled in August. The January and February meetings are held on the fourth Monday, due to federal holidays. Meetings are normally held in the Second floor conference room of the Probation Department at 50 Douglas Drive, Martinez and are open to the public.

To conduct official business at these monthly meetings, a quorum of members is required. At the monthly meetings, reports are received from representatives of the Juvenile Court and Juvenile Probation. Employment and Human Services Department and Children's Mental Health reports are presented bi-monthly (representation of these two Departments has been infrequent). Reports from other agencies may be requested by the Commission as required.

On June 28, 2014, during our annual retreat, the by-laws and committees structure and types were revised and goals and objectives for FY 2014-15 were developed to streamline processes and become more effective. This includes creating liaisons between the Commission and county departments and/or community based organizations and law enforcement offices throughout the county.

Special Programs

Once a year, the Commission endeavors to recognize individuals, groups and organizations that have contributed to juvenile justice or delinquency prevention in a significant way. The Commission hosts an awards ceremony in May to recognize those individuals and call attention to their outstanding work in helping the County's juvenile population. On May 16, 2015, the JJ/DPC held their 27th annual awards ceremony at IBEW Local 32 Hall in Martinez. Funds for lunch were made available by the Juvenile Hall Auxiliary.

FY 2014-15, recipients of the awards were:

Outstanding Service/Contribution by a Juvenile Probation Officer:

Award Winner:	R J Dutra, Deputy Probation Officer
Certificate:	La Sha Hill, Deputy Probation Officer

Outstanding Service/Contribution by a County Mental Health Worker:
Award Winner: Amanda Kuzio, Mental Health Worker, Contra Costa County

Outstanding Service/Contribution by a Law Enforcement Officer:
Award Winner: Tamra Roberts, Detective, Concord Police Department
Certificate: Delon Jackson, Detective, Richmond Police Department
Certificate: Ray Hernandez, Officer, Richmond Police Department

Outstanding Service/Contribution by a Community Adult Volunteer:
Award Winner: Brian Clark, Principal, Prospects High School, Antioch

Outstanding Service/Contribution by a Community Youth Volunteer:
Award Winner: Sabrina Santander, Student, St. Ignatius School

Outstanding Service/Contribution by a Non-Profit Organization:
Award Winner: Rotary Club of Moraga

Outstanding Service/Contribution by a Community-Based Organization:
Award Winner: The RYSE Center, Richmond, CA
Certificate: The City of San Pablo Youth Services Division

Juvenile Offender Success Story:
Award Winners: Mark Dizon and Kris Pham

Inspections

Part of the Commission's mandated purpose is to conduct annual inspections of the juvenile facilities within the County. These include lock up facilities as well as group homes and treatment programs. Following each inspection a report is written by the inspection team and submitted to the presiding judge of the juvenile court and others for review. During the first six months of this reporting period, we developed clear protocols for inspecting facilities as well as our core list of those facilities requiring inspection. During FY 2014-15 11 facilities (combination of facilities) were due to be inspected. Of those, 8 inspections were completed. The number of inspections varies considerably from year to year since group homes are inspected every other year.

Guests

The Commission always welcomes guests to their meetings. In FY 2014-15, on October 20, 2015, Michael Bush from Board of State and Community Corrections, provided training on how to conduct thorough and effective inspections and the operations of their department.

Areas of Interest

As stated in past reports, the Commission has been concerned with the lack of in-custody disposition options for juveniles with mental health illness. Orin Allen Ranch administrators, nursing staff and the juvenile hall administration met with County Behavioral Health to develop a plan for implementing dispensing of medications at the ranch. The commissioners were pleased that the County Behavioral Health and the Probation Department developed a pilot program for youth receiving medications who have not previously been able to be placed at Orin Allen. The pilot program officially started on May 12, 2015 with low side effect medications. Juveniles who were on beta blockers or non-psychotropic medications and more serious medications were not included in this pilot program but would be included over time as systems when are successfully put into place. The commission will continue to monitor the implimentation of this program since much effort has gone into its planning. By making perscribed medications

available to youth placed at the ranch. now opens the ranch's rehabilitation program to them. Before, they were excluded.

Events of Interest

During FY 2014-15, the following events involving the Commission are worthy of mentioning.

In order for the public to become more familiar with the Commission, we created a Public Relations role. Our goals are to keep the public informed of what the Commissions are charged with and recruit for membership. In an effort to meet this goal, on April 2, 2015, Commissioner Ron Shaw interviewed with KPFA on the Andres Sota show.

We have been bringing our website up to date. This will be another avenue for the public to learn more about the Commission.

On April 30, 2015, the Commission mailed a letter to Senator Leno regarding his proposed legislation SB 124. The Commission supported the position of decreasing solitary confinement for juveniles to a maximum of four hours but expressed concern for modifying membership qualifications; the requirement of two members must have current or past child/ren in the justice system and one member must be licensed therapist. It is challenging for the Commission to retain a diverse membership and we feel that this would limit our ability to meet this goal.

Conclusions

The Commission's mission is to reduce the delinquent population and keep youth out of the juvenile justice system by:

1. Sponsoring and participating in diversion and prevention activities that steer youth away from entering the juvenile justice system.

2. Supporting programs and systems that can assist youth with mental health and substance abuse issues that may eventually lead to involvement or re-involvement in the juvenile justice system.

3. Promoting education and training for the youth who are involved in the Juvenile Justice System so that they might become responsible citizens, leaving their delinquency behind and becoming successful in completion of their probation as they return and live in their communities.

The Commission continues to work closely with the Probation staff, other youth serving agencies and County organizations to advance and promote innovative delinquency prevention programs. The Commission is fortunate to have a positive relationship with the Juvenile Court Judges and the dedicated staff of the Juvenile Probation Department.

During these past years, the Commission has worked diligently to create an opportunity for its' commissioners (new and tenured) to be an asset in juvenile justice and delinquency prevention.

Juvenile Justice / Delinquency Prevention Commission

Meetings

- 5:30 p.m. - 7:30 p.m.
- Third Monday of every month
- Probation Department

Members

Applications are currently being accepted from Contra Costa County residents to fill youth (between the ages of 14 and 21) and adult (age 22+) vacancies on the Contra Costa County Juvenile Justice / Delinquency Prevention Commission (CCCJJ / DPC).

The purpose of the CCCJJ / DPC is "to be a public conscience in the best interest of justice for children and youth."

This 15-member commission meets the third Monday of each month from 5:30 p.m. to 7:30 p.m. in the Probation Department located in Martinez. An additional 8 hours of commitment per month may also be required. The commission serves in an advisory capacity to the Juvenile Court and County Probation Department by inspecting public and private placement facilities and/or programs and law enforcement agencies. The CCCJJ / DPC also coordinates delinquency prevention activities within Contra Costa.

County residents interested in Juvenile Justice are encouraged to request further information and/or an application by sending an email including name, address, e-mail address and telephone number to Cindy Nieman. Interviews for new candidates will be conducted before the end of the calendar year. Following interviews, candidates will be appointed by the Presiding Juvenile Court Judge and the Presiding Judge of the Superior Court.

General Information

By-Laws

Commissioner Biographies

Contra Costa County
Juvenile Justice/
Delinquency Prevention Commission

50 Douglas Drive, Suite 201
Martinez, CA. 94553-8500
(925) 313-4188

Meetings:

Meetings of both Commissions are held on the third Monday of every month beginning at 5:30 pm. The location for these meetings is at 50 Douglas Drive, the Second floor conference room, Martinez. The public is always welcome to attend these meetings and speak about issues relevant to the Commissions activities. Meetings in January and February change Mondays due to holidays on the third Mondays

Commissioners:

Are selected from applicants interviewed by the current Commission Members. Those selected applicants are then approved and sworn in by the Presiding Judge of the Juvenile Court and serve a term of four years. Applications are always accepted for Commissioner vacancies and can be obtained by going to JuvenileJusticeCommission@prob.cccounty.us

Juvenile Justice Commission

Purpose:

"To be a public conscience in the best interest of justice for children and youth". Section 229 of the Welfare and Institutions Code mandates County Juvenile Justice Commissions are to inquire into the administration of the juvenile court law in the county in which the Commission serves.

The Commission is empowered to hold hearings, perform juvenile facility inspections and have access to all public administered juvenile institutions in the County. The Commission is concerned with policy matters and makes recommendations to the Probation Department and juvenile court that it determines are appropriate, safe and beneficial to juvenile justice.

The Commission may conduct studies, including: review of essential services and budgets to ensure relevant and effective Probation Services; exploration or investigation of matters initiated by Commissioners or referred by the Juvenile Court Judge, the Probation Department, the Board of Supervisors, or citizen inquiry.

Delinquency Prevention Commission

Purpose:

Works closely with the Probation staff and other youth serving agencies and organizations in the county to advance and promote delinquency prevention programs. Section 233 of the Welfare and Institutions Code enables each County to have a Delinquency Prevention Commission at the option of the Board of Supervisors. The ordinance states that the Commission shall

coordinate, on a countywide basis, governmental and non-governmental activities to prevent juvenile delinquency with special emphasis on the need for family and community awareness and involvement.

Accomplishments:

The primary objective of the Delinquency Prevention Commission is to stimulate and assist our communities to develop resources for more effective youth delinquency prevention. Those objectives are furthered through the annual Juvenile Justice Awards Program to recognize those individuals, groups and organizations that are making a difference. The Commission also is constantly trying to expand the scope of our watch to include dependant and homeless youth.

Goals:

The Commission's mission is to reduce the delinquent population and keep youth out of the juvenile justice system by:

Sponsoring and participation in diversion and prevention activities that steer youth away from entering the juvenile justice system.

Supporting programs and systems that can assist youth when they need help with mental health and substance abuse issues that might lead to involvement in the juvenile justice system.

Promoting education and training for the youth who are involved in the Juvenile Justice System that they might become responsible citizens. Leaving their delinquency behind and become successful in completion of their probation as they return and live in their communities.

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 8, 2015

Subject: UPDATE ON SECURITY PRECAUTIONS AT COUNTY FACILITIES

RECOMMENDATION(S):
RECEIVE oral report from the Sheriff, Health Services Director, and Employment and Human Services Director on the security precautions that exist at County health and social services facilities.

FISCAL IMPACT:
None. This is an informational report.

BACKGROUND:
Two gunmen wearing military-style gear and armed with assault rifles opened fire at about 11:00 a.m. on Wednesday, December 2, at a Southern California social services center where a holiday gathering of San Bernardino County Department of Public Health employees was taking place, killing at least 14 people and wounding more than 20 people in what authorities described as a targeted mission. The shooting spree, which was described by police as a precision attack, lasted about five minutes. Witnesses said several people locked themselves in their offices, desperately waiting to be rescued by police, after gunfire erupted at the Inland Regional Center, which serves people with developmental disabilities. Three explosive devices -- all connected to one another -- were found at the social services center, police said. As of this writing, the two suspects had been killed by police a few miles away from the Inland Regional Center shooting location in San Bernardino. The shooters were later identified to be an employee of the San Bernardino County Department of Public Health and his fiancee. Police shed no light on a motive for the mass shooting, which came five days after a gunman opened fire at Planned Parenthood in Colorado, killing three. Among the possible motives, according to the FBI: some kind of workplace grudge or terrorism or a mix of both.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: Julie DiMaggio Enea (925) 335-1077

cc:

BACKGROUND: (CONT'D)

But the bureau would not elaborate. The Washington Post reported that 12 pipe bombs and extensive amounts of ammunition were later found at the suspects' home and CNN reported that the the killers had been in communication with terrorist suspects.

In light of this attack, the Board Chair requested the Sheriff, Health Services Director, and Employment and Human Services Director to provide the Board with an update on security precautions that exist at County facilities and, in particular, County health and social services facilities. Sheriff Livingston, Dr. Walker, and EHS Director Kathy Gallagher will address the Board today on this matter. Public Works Department staff will also be available.

Contra Costa County

To: Board of Supervisors

From: Jason Crapo, County Building Official

Date: December 8, 2015

Subject: Cost Confirmation Hearing for Real Property Located at 549 Grove Ave., Richmond, CA

RECOMMENDATION(S):

OPEN the hearing on the costs of abating a public nuisance on the real property located at 549 Grove Ave., Richmond, California, Contra Costa County (APN 409-141-012).

RECEIVE and CONSIDER the attached itemized report on the abatement costs and any objections thereto from the property owner or other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the cost of all abatement work and all administrative costs to be $17,770.97.

ORDER the itemized report confirmed and DIRECT that it be filed with the Clerk of the Board of Supervisors.

ORDER the costs to be specially assessed against the above-referenced property and AUTHORIZE the recordation of a Notice Of Abatement Lien.

FISCAL IMPACT:

No net fiscal impact. The costs as determined above will be added to the tax roll as a special assessment on this property and will be collected at the same time and in the same manner as ordinary County taxes are collected.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Jason Crapo 925.674.7722

cc:

BACKGROUND:

Contra Costa County Ordinance Code Article 14-6.4 and California Government Code Section 25845 authorize the recovery of abatement costs in public nuisance cases, the recordation of a Notice of Abatement Lien, and inclusion of abatement costs on the tax roll as a special assessment, upon approval of the Board of Supervisors.

The Notice and Order to abate was posted on the above-referenced property located in the unincorporated North Richmond area for a fire damaged property whose premises contain excessive vegetation, rubbish and debris and was served on the property owner and all persons known to be in possession of the property by certified mail on July 31, 2015.

The property owner did not file an appeal of the Notice and Order to Abate. The County Abatement Officer abated the nuisance on August 17, 2015.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by first-class mail to the property owner on September 4, 2015. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board at 651 Pine Street, Room 106, Martinez, CA.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to recover costs for abatement on code violations for this property.

CLERK'S ADDENDUM

CLOSED the hearing; DETERMINED the cost of all abatement work and all administrative costs to be $17,770.97; ORDERED the itemized report confirmed and DIRECTED that it be filed with the Clerk of the Board of Supervisors; ORDERED the costs to be specially assessed against the above-referenced property and AUTHORIZED the recording of a Notice Of Abatement Lien.

ATTACHMENTS

itemized costs

before and after pix

CONTRA COSTA COUNTY

DATE: November 12, 2015

TO: Clerk of the Board

FROM: Department of Conservation & Development
By: Robert Erickson, Building Inspector II

RE: Itemized Report of Abatement Costs

The following is an itemized report of the costs of abatement for the below described property pursuant to C.C.C. Ord. Code ' 14-6.428.

OWNER: Elizabeth Smith

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: July 31, 2015

ABATEMENT COMPLETED DATE: August 17, 2015

SITE ADDRESS: 549 Grove Ave., Richmond, CA., 94801
APN#:409-141-012

PROPERTY DESCRIPTION: Residential

AMOUNT OF ABATEMENT COSTS (CCC ORDINANCE CODE 14-6.428)

ITEM	EXPLANATION	COST
Notice to Comply		$ 250.00
Site Visits (6 x $100 @)		$ 600.00
PIRT (Title Search)		$ 150.00
Certified Letter & Regular Mailings		$ 45.47
Photos		$ 25.50
Contractor hired for abatement		$ 15,800.00
Asbestos report		500.00
Final Site Inspection to Confirm Compliance		$ 200.00
Compliance Report and Board Hearing		$ 200.00
Total		$ **17,770.97**

Abatement costs can be paid at or mailed to Department of Conservation and Development, Building Inspection Division, 30 Muir Rd., Martinez, CA 94553.

549 Grove Ave.

Richmond, CA., 94801

Before photos

BEWARE
of DOG

549 Grove Ave.

Richmond, CA., 94801

After photos

547

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: Electric Vehicle Charging Stations

RECOMMENDATION(S):

1. OPEN the public hearing on Ordinance No. 2015-22, RECEIVE testimony, and CLOSE the public hearing.

2. ADOPT Ordinance No. 2015-22, amending the 2013 California Green Building Standards Code to establish electric vehicle parking and charging station standards.

3. ADOPT the attached findings in support of the County's changes, additions, and deletions to the 2013 California Green Building Standards Code.

4. DIRECT the Building Inspection Division, pursuant to Health and Safety Code section 17958.7, to send a certified copy of Ordinance No. 2015-22, the attached findings, and this Board Order to the California Building Standards Commission.

5. FIND that adoption of the ordinance is exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines section 15061(b)(3).

6. DIRECT the Director of Conservation and Development, or his designee, to prepare a CEQA Notice of Exemption and to file the Notice of Exemption with the County Clerk.

FISCAL IMPACT:

No fiscal impact.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: December 8, 2015

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

By: , Deputy

Contact: Jason Crapo (925) 674-7722

cc:

BACKGROUND:

November 17, 2015 Board of Supervisors Meeting

At the November 17, 2015 Board of Supervisors meeting, staff provided additional information on the proposed Electric Vehicle Charging Station ("EVCS") requirements for non-residential development. Based on that information, the Board approved exempting small commercial development projects with 10 or fewer off-street parking spaces from the requirements of the ordinance, as recommended by staff.

As required by State Code, staff prepared local findings (Exhibit A) the Board must adopt to justify establishment of building standards that are more restrictive than those in the 2013 Building Standards Code.

November 3, 2015 Board of Supervisors Meeting Follow-up

At the November 3, 2015 Board of Supervisors meeting, staff was given direction to provide additional background and justification for the proposed EVCS requirements for non-residential development and consider exempting small commercial developments. The basis for exempting small commercial projects is both the economic impact on projects and a presumption that such projects may have shorter duration parking needs.

Research of the County's Land Use Permit and Development Plan applications approved or submitted since 2012 showed off-street parking for small commercial businesses varied from 0 to 12 off-street parking spaces. One project with 0 off-street parking spaces was granted a variance for off-street parking. These projects average 8 off-street parking spaces. Removing the project granted a variance, the average number of off-street parking spaces among these small commercial projects is 10. Based on this analysis, exempting projects with 10 or fewer off-street parking spaces would be reasonable. Staff recommends exempting proposed projects with 10 or fewer off-street parking spaces from the requirement to provide EVCS. Duration of typical parking need is not information that is required for proposed projects and was not discernible among the projects that were surveyed. In addition, duration of parking need would change over time for each individual property because different tenants may have different parking needs, which would make EV parking regulations difficult to enforce. Therefore, it would be difficult for the County to base EV charging requirements on duration of parking need.

For commercial projects with more than 10 off-street parking spaces, the proposed EV charging requirements would be based on the California Green Building Code Standards Tier 2 Non-Residential Voluntary Measures, which are measures above the State's minimum requirements that local jurisdictions can adopt voluntarily. The Tier 2 Non-Residential Voluntary Measures were developed by the California Building Standards Commission through a collaborative process that included input from stakeholders in the building industry, local jurisdictions throughout the State, as well as various State departments.

November 3, 2015 Board of Supervisors Staff Report

In May 2015, following a referral from the Board of Supervisors on March 31, 2015, Department of Conservation and Development ("DCD") staff presented to the Ad Hoc Committee on Sustainability ("Committee")[1] the new residential and non-residential 2013 California Green Building Standards Code requirements for electric vehicle supply equipment ("EVSE"), which became effective statewide on July 1, 2015. The Committee provided direction to staff for developing local amendments to the 2013 California Green Building Standards Code for County adoption.

At the September 14, 2015 Committee meeting, the Committee required potential amendments, directed staff to draft additional amendments, and approved a recommendation to the Board of Supervisors on the matter. The proposed changes to the state-wide requirements are summarized as follows:

Changes for new multi-family buildings:

- Increase the required number of EVCS to five percent of the total number of parking spaces provided, where three percent is the minimum required in the State Code;
- Require a minimum of one EVCS for every new multi-family building (three or more units) as opposed to State Code which requires no EVCS for multi-family buildings with fewer than 17 units;

- Require that EVSE be installed for each EVCS in addition to the electrical infrastructure required by the State Code.

Changes for new non-residential buildings:

- Increase the required number of EVCS to six percent of total number of parking spaces provided, where three percent is the minimum required in the State Code;
- Required number of EVCS in new construction shall provide fully operational EVSE as opposed to State Code which requires electrical infrastructure only;
- Require a minimum of one EVCS for every parking area associated with a new commercial building as opposed to State Code which requires no EVCS for parking areas of 50 or fewer parking spaces. (Proposed projects with 10 or fewer off-street parking spaces are exempt from the requirement to provide EVCS)

County Counsel reviewed DCD's draft and prepared a final ordinance to amend the 2013 California Green Building Code Standards Code to establish electric vehicle parking and charging station standards. The final draft is attached (Exhibit B).

After the ordinance is adopted, County Counsel will send a final version of the ordinance to the Office of the Clerk of the Board to arrange for publication in the Contra Costa Times with the names of the supervisors voting for and against it. This must occur within 15 days of adoption. The ordinance will be effective 30 days after it is adopted.

[1] The Ad Hoc Committee on Sustainability is composed of Supervisors John Gioia and Federal D. Glover. Note that Supervisor Glover was not in attendance at the March-September meetings.

CONSEQUENCE OF NEGATIVE ACTION:

Without adopting the proposed local amendments, the County will continue to adhere to the State mandatory standards for electric vehicle infrastructure.

CLERK'S ADDENDUM

CLOSED the hearing; and ADOPTED Ordinance No. 2015-22, amending the 2013 California Green Building Standards Code to establish electric vehicle parking and charging station standards.

AGENDA ATTACHMENTS

Ordinance No. 2015-22

Exhibit B Local Findings

MINUTES ATTACHMENTS

Signed Ordinance No. 2015-22

ORDINANCE NO. 2015-22

(Amendment of 2013 California Green Building Standards Code)

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 amends the 2013 California Green Building Standards Code, including the July 1, 2015 supplement, to establish electric vehicle parking and charging station standards. This ordinance is adopted pursuant to Health and Safety Code sections 17922, 17958, 17958.5, and 17958.7, and Government Code sections 50020 through 50022.10.

SECTION II. Section 74-4.006 is hereby added to Chapter 74-4 of the Ordinance Code to read:

74-4.006 Amendments to the Green Building Standards Code. The 2013 California Green Building Standards Code, including the July 1, 2015 supplement, is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2013 Green Building Standards Code, including the July 1, 2015 supplement.

(a) Section 4.106.4.2 of Chapter 4 of the Green Building Standards Code is amended to read:

4.106.4.2 New multifamily dwellings. For any new multifamily dwelling other than a dwelling type specified in Section 4.106.4.1, at least five percent of the total number of parking spaces provided for all types of parking facilities, but in no case no less than one parking space, shall be electric vehicle charging stations (EVCS). Each EVCS shall be equipped with fully operational electric vehicle supply equipment (EVSE). The location of each EVCS shall be identified on construction documents. Calculations to determine the number of EVCS shall be rounded up to the nearest whole number.

(b) Section 5.106.5.3 of Chapter 5 of the Green Building Standards Code is amended to read:

5.106.5.3 Electric vehicle (EV) charging. [N] New nonresidential construction shall comply either with Section 5.106.5.3.1 or Section 5.106.5.3.2, whichever is applicable, and provide the required number of fully operational EVCSs. Each EVCS shall be installed in accordance with the California Building Code and California Electrical Code, and the requirements of Section 5.106.5.3.1 or Section 5.106.5.3.2, whichever is applicable.

(c) Section 5.106.5.3.1 of Chapter 5 of the Green Building Standards Code is amended to read:

5.106.5.3.1 Single charging space requirements. [N] If Table 5.106.5.3.3 requires only one EVCS for new nonresidential construction, one fully operational EVCS must be

installed in accordance with the California Electrical Code. The construction plans and specifications for the new nonresidential construction must satisfy the following requirements:

1. The type and location of the EVSE must be identified on the plans and specifications.

2. The plans and specifications must establish that each raceway is not less than trade size one inch.

3. Each listed raceway capable of accommodating a 208/240-volt dedicated branch circuit must be identified on the plans and specifications.

4. Each raceway must originate at a service panel or subpanel serving the area where the EVSE will be located, and must terminate at the location of the required charging equipment and into a listed, suitable cabinet, box, enclosure, or equivalent structure.

5. Each service panel or subpanel must have sufficient capacity to accommodate a minimum 40-ampere dedicated branch circuit for the EVSE.

(d) Section 5.106.5.3.2 of Chapter 5 of the Green Building Standards Code is amended to read:

5.106.5.3.2 Multiple charging space requirements. [N] If Table 5.106.5.3.3 requires more than one EVCS for new nonresidential construction, the number of fully operational EVCSs specified in Table 5.106.5.3.3 must be installed in accordance with the California Electrical Code. The construction plans and specifications for the new nonresidential construction must satisfy the following requirements:

1. The type and location of the EVSEs must be identified.

2. Each raceway must originate at a service panel or subpanel serving the area where the EVSE will be located, and must terminate at the location of the required charging equipment and into a listed, suitable cabinet, box, enclosure, or equivalent structure.

3. Each service panel or subpanel must have sufficient capacity to accommodate a minimum 40-ampere dedicated branch circuit for the EVSE.

4. The plans and specifications must include electrical calculations to substantiate that the design of the electrical system, including the rating of equipment and any onsite distribution transformers, has sufficient capacity to simultaneously charge EVs at all EVSEs at their full-rated amperage.

5. Each service panel or subpanel must have sufficient capacity to accommodate the required number of dedicated branch circuits for the EVSEs that will be installed.

(e) Section 5.106.5.3.3 in Chapter 5 of the Green Building Standards Code is amended to read:

5.106.5.3.3 EV charging space calculations. [N] The required number of charging spaces with EVCSs for new nonresidential construction must be calculated in accordance with Table 5.106.5.3.3, subject only to the following exception.

Exception. On a case-by-case basis, the building official may require new construction to include fewer EV charging spaces than would otherwise be required by Table 5.106.5.3.3, or require no spaces, if the building official determines either of the following:

1. There is insufficient electrical supply to the new construction to adequately serve the required number of EV charging spaces.

2. The cost of the new construction will be substantially adversely impacted by any local utility infrastructure design requirements that are directly related to the installation of the required number or EV charging spaces.

TABLE 5.106.5.3.3

NONRESIDENTIAL CHARGING SPACE CALCULATION	
TOTAL NUMBER OF PARKING SPACES	**NUMBER OF REQUIRED EV CHARGING SPACES**
1-10	0
11-25	2
26-50	3
51-75	5
76-100	6
101-200	12
201 and over	6% of total number of parking spaces*
*Calculation for spaces shall be rounded up to the nearest whole number	

(f) Section 5.106.5.3.4 of Chapter 5 of the Green Building Standards Code is amended to read:

5.106.5.3.4 [N] Identification. Each service panel or subpanel circuit directory must identify the reserved overcurrent protective device space or spaces for EV charging as "EV CAPABLE." Each raceway termination location must be permanently and visibly marked "EV CAPABLE."

(g) Section 5.106.5.3.5 of Chapter 5 of the Green Building Standards Code is amended to read:

Section 5.106.5.3.5 [N] Each EV charging space required by Section 5.106.5.3.3 shall be counted as one designated parking space required by Section 5.106.5.2.

(Ord. 2015-22, § 2.)

SECTION III. Effective Date. This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once in the Contra Costa Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code section 25124, with the names of supervisors voting for and against it.

Passed on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: David Twa,
Clerk of the Board of Supervisors
and County Administrator

_____
Board Chair

By: _____
Deputy

[SEAL]

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ORDINANCE NO. 2015-22

(Amendment of 2013 California Green Building Standards Code)

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 amends the 2013 California Green Building Standards Code, including the July 1, 2015 supplement, to establish electric vehicle parking and charging station standards. This ordinance is adopted pursuant to Health and Safety Code sections 17922, 17958, 17958.5, and 17958.7, and Government Code sections 50020 through 50022.10.

SECTION II. Section 74-4.006 is hereby added to Chapter 74-4 of the Ordinance Code to read:

74-4.006 Amendments to the Green Building Standards Code. The 2013 California Green Building Standards Code, including the July 1, 2015 supplement, is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2013 Green Building Standards Code, including the July 1, 2015 supplement.

(a) Section 4.106.4.2 of Chapter 4 of the Green Building Standards Code is amended to read:

4.106.4.2 New multifamily dwellings. For any new multifamily dwelling other than a dwelling type specified in Section 4.106.4.1, at least five percent of the total number of parking spaces provided for all types of parking facilities, but in no case no less than one parking space, shall be electric vehicle charging stations (EVCS). Each EVCS shall be equipped with fully operational electric vehicle supply equipment (EVSE). The location of each EVCS shall be identified on construction documents. Calculations to determine the number of EVCS shall be rounded up to the nearest whole number.

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5.106.5.3 Electric vehicle (EV) charging. **[N]** New nonresidential construction shall comply either with Section 5.106.5.3.1 or Section 5.106.5.3.2, whichever is applicable, and provide the required number of fully operational EVCSs. Each EVCS shall be installed in accordance with the California Building Code and California Electrical Code, and the requirements of Section 5.106.5.3.1 or Section 5.106.5.3.2, whichever is applicable.

(c) Section 5.106.5.3.1 of Chapter 5 of the Green Building Standards Code is amended to read:

5.106.5.3.1 Single charging space requirements. [N] If Table 5.106.5.3.3 requires only one EVCS for new nonresidential construction, one fully operational EVCS must be

installed in accordance with the California Electrical Code. The construction plans and specifications for the new nonresidential construction must satisfy the following requirements:

1. The type and location of the EVSE must be identified on the plans and specifications.

2. The plans and specifications must establish that each raceway is not less than trade size one inch.

3. Each listed raceway capable of accommodating a 208/240-volt dedicated branch circuit must be identified on the plans and specifications.

4. Each raceway must originate at a service panel or subpanel serving the area where the EVSE will be located, and must terminate at the location of the required charging equipment and into a listed, suitable cabinet, box, enclosure, or equivalent structure.

5. Each service panel or subpanel must have sufficient capacity to accommodate a minimum 40-ampere dedicated branch circuit for the EVSE.

(d) Section 5.106.5.3.2 of Chapter 5 of the Green Building Standards Code is amended to read:

5.106.5.3.2 Multiple charging space requirements. [N] If Table 5.106.5.3.3 requires more than one EVCS for new nonresidential construction, the number of fully operational EVCSs specified in Table 5.106.5.3.3 must be installed in accordance with the California Electrical Code. The construction plans and specifications for the new nonresidential construction must satisfy the following requirements:

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Exception. On a case-by-case basis, the building official may require new construction to include fewer EV charging spaces than would otherwise be required by Table 5.106.5.3.3, or require no spaces, if the building official determines either of the following:

1. There is insufficient electrical supply to the new construction to adequately serve the required number of EV charging spaces.

2. The cost of the new construction will be substantially adversely impacted by any local utility infrastructure design requirements that are directly related to the installation of the required number or EV charging spaces.

TABLE 5.106.5.3.3

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201 and over	6% of total number of parking spaces*
*Calculation for spaces shall be rounded up to the nearest whole number	

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(Ord. 2015-22, § 2.)

SECTION III. Effective Date. This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once in the Contra Costa Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code section 25124, with the names of supervisors voting for and against it.

Passed on December 8 2015, by the following vote:

AYES: Gioia, Andersen, Piepho, Mitchoff, Glover
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST: David Twa,
Clerk of the Board of Supervisors
and County Administrator

Board Chair

By: Deputy

[SEAL]

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CONTRA COSTA COUNTY
FINDINGS IN SUPPORT OF CHANGES, ADDITIONS, AND DELETIONS TO STATEWIDE BUILDING STANDARDS CODE

The California Building Standards Commission has adopted and published the 2013 Building Standards Code, which is comprised of the 2013 California Building, Residential, Green Building Standards, Electrical, Plumbing, and Mechanical codes. These codes are enforced in Contra Costa County by the Building Inspection Division of the Department of Conservation and Development.

Although these codes apply statewide, Health and Safety Code sections 17958.5 and 18941.5 authorize a local jurisdiction to modify or change these codes and establish more restrictive building standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological or topographical conditions.

Ordinance No. 2015-22 adopts the statewide codes and amends them to address local conditions. Pursuant to Health and Safety Code section 17958.7, the Contra Costa County Board of Supervisors finds that the more restrictive standards contained in Ordinance No. 2015-22 are reasonably necessary because of the local climatic, geological, and topographic conditions that are described below.

I. Local Conditions

A. Geological and Topographic

1. Seismicity

(a) Conditions

Contra Costa County is located in Seismic Design Categories D and E, which is the worst earthquake area in the United States. Buildings and other structures in these zones can experience major seismic damage. Contra Costa County is in close proximity to numerous earthquake faults including the San Andreas Fault and contains all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have a potential for a Richter 6 earthquake and the Hayward and Calaveras faults have the potential for a Richter 7 earthquake. Minor tremblers from seismic activity are not uncommon in the area.

A study released in 1990 by the United States Geological Survey says that there is a 67% chance of another earthquake the size of Loma Prieta during the next 30 years, and that the quake could strike at any time, including today. Scientists, therefore, believe that an earthquake of a magnitude 7 or larger is now twice as likely to happen as to not happen.

Interstates 680, 80, 580 and State Route 4 run the length throughout Contra Costa County. These interstates and state routes divide the County into a west, south, north and east. An overpass or undercrossing collapse would significantly alter the response route and time for responding emergency equipment. This is due to limited crossings of the interstate and that in some areas there is only one surface street, which runs parallel to the interstate, which would be congested during a significant emergency.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities and to gas and electrical lines in buildings, which in turn start fires throughout the County. The occurrence of multiple fires will quickly deplete existing fire department resources; thereby reducing and/or delaying their response to any given fire.

(b) Impact

More restrictive electric vehicle charging standards would not negatively impact the County's infrastructure or public safety resources in the event of a major earthquake.

2. Soils

(a) Conditions

The area is replete with various soils, which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, are plastic, and tend to liquefy.

Throughout Contra Costa County, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding twenty (20) percent. Several of these roads extend up through the winding passageways in the hills providing access to remote, affluent housing subdivisions. The

majority of these roads are private with no established maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as down trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be unpassable so as to prevent fire protection resources from reaching fires cause by gas line ruptures or other sources.

3. Topographic

(a) Conditions

i. Vegetation

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six (6) to eight (8) months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout Contra Costa County, especially in those developed and developing areas of the County. Earthquake gas fires due to gas line ruptures can ignite grasslands and stress fire district resources.

ii. Surface Features

The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets and roads, combine to limit feasible response routes for Fire District resources in and to District areas.

iii. Buildings, Landscaping and Terrain

Many of the newer large buildings and building complexes have building access and landscaping features and designs, which preclude or greatly limit any approach or operational access to them by Fire District vehicles. In addition, the presence of security gates and roads of inadequate width and grades that are too steep for Fire District vehicles adversely affect fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire

site often requires that fire personnel both in numbers and in stamina. Access problems often result in severely delaying, misdirecting or making impossible fire and smoke control efforts. In existing structures where pitch roofs have been built over an existing roof, smoke detectors should be required to warm residents of smoke and fire before the arrival of fire personnel.

(b) Impact

More restrictive electric vehicle charging standards would not impact the availability of the County's fire or public safety resources.

B. Climatic

1. Greenhouse Gas Emissions

(a) Conditions

The California Air Resources Board has collected information on emissions from air pollution sources since 1969. This information is periodically compiled by State and local air pollution control agencies to create an emission inventory. The California emission inventory maintains information on various air pollution sources and identifies "mobile sources" (all on-road vehicles such as automobiles and trucks; off-road vehicles such as trains, ships, aircraft; and farm equipment) as a primary pollution source. California adopted land use and transportation policies that intend to help reduce greenhouse gas emissions by promoting the use of renewable energy sources.

(b) Impact

More restrictive electric vehicle charging standards would follow the intent of State legislation to aggressively implement energy policies designed to ensure success in meeting their greenhouse gas emission reduction and reusable energy goals.

2. Temperature

(a) Conditions

Temperatures have been recorded as high as 114° F. Average summer Contra Costa County Findings 5 highs are in the 75° to 90° range, with average maximums of 105° F in some areas of unincorporated Contra Costa County.

(b) Impact

More restrictive electric vehicle charging standards would not have a negative impact on the temperature conditions within the County.

3. Winds

(a) Conditions

Prevailing winds in many parts of Contra Costa County are from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities can reach fourteen (14) mph to twenty-three (23) mph ranges, gusting to twenty-five (25) to thirty-five (35) mph. Forty (40) mph winds are experienced occasionally and winds up to fifty-five (55) mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

(b) Impact

More restrictive electric vehicle charging standards would not have a negative impact on the wind conditions within the County.

II. Necessity of More Restrictive Standards

Because of the implementation of more restrictive electric vehicle charging standards would not have a negative impact on the conditions described above, and is consistent with State land use and transportation policies intended to help reduce greenhouse gas emissions, the Contra Costa County Board of Supervisors finds that the increased electric vehicle charging standards set forth in Ordinance No. 2015-22 are reasonable and justified. The ordinance amends the statewide codes by requiring the following:

New multi-family buildings:

- Increase the required number of Electric Vehicle Charging Stations ("EVCS") to five percent of the total number of parking spaces provided, where three percent is the minimum required in the State Code;
- Require a minimum of one EVCS for every new multi-family building (three or more units) as opposed to State Code which requires no EVCS for multi-family buildings with fewer than 17 units;
- Require that Electric Vehicle Supply Equipment ("EVSE") be installed for each EVCS in addition to the electrical infrastructure required by the State Code.

Changes for new non-residential buildings:

- Increase the required number of EVCS to six percent of total number of parking spaces provided, where three percent is the minimum required in the State Code;
- Required number of EVCS in new construction shall provide fully operational EVSE as opposed to State Code which requires electrical infrastructure only;
- Require a minimum of one EVCS for every parking area associated with a new commercial building as opposed to State Code which requires no EVCS for parking areas of 50 or fewer parking spaces. (Proposed projects with 10 or fewer off-street parking spaces are exempt from the requirement to provide EVCS)

Contra Costa County

To: Board of Supervisors

From: Jason Crapo, County Building Official

Date: December 8, 2015

Subject: Cost Confirmation Hearing for Real Property Located at 14 Cooke Ave., Crockett, CA

RECOMMENDATION(S):

OPEN the hearing on the costs of abating a public nuisance on the real property located at 14 Cooke Ave., Crockett, California, Contra Costa County (APN 354-213-001);

RECEIVE and CONSIDER the attached itemized report on the abatement costs and any objections thereto from the property owner or other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the cost of all abatement work and all administrative costs to be $2,444.34.

ORDER the itemized report confirmed and DIRECT that it be filed with the Clerk of the Board Supervisors.

ORDER the costs to be specially assessed against the above-referenced property and AUTHORIZE the recordation of a Notice Of Abatement Lien.

FISCAL IMPACT:

No net fiscal impact. The costs as determined above will be added to the tax roll as a special assessment on this property and will be collected at the same time and in the same manner as ordinary County taxes are collected.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Jason Crapo (925) 674 7722

cc:

BACKGROUND:

Contra Costa Ordinance Code Article 14-6.4 and California Government Code Section 25845 authorize the recovery of abatement costs in public nuisance cases, the recordation of a Notice of Abatement Lien, and inclusion of abatement costs on the tax roll as a special assessment, upon approval of the Board of Supervisors.

The Notice and Order to Abate was posted on the above-referenced property for a vacant property whose premises contain excessive vegetation, rubbish and debris and was served on the property owner and all persons known to be in possession of the property by certified mail on May 12, 2015.

The property owner did not file an appeal of the Notice and Order to Abate. The County Abatement Officer abated the nuisance on May 27, 2015.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by first-class mail to the property owner on September 17, 2015. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board at 651 Pine Street, Room 106, Martinez, CA.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to recover costs for abatement on code violations for this property.

CLERK'S ADDENDUM

CLOSED the hearing; DETERMINED the cost of all abatement work and all administrative costs to be $ 2,444.34; ORDERED the itemized report confirmed and DIRECTED that it be filed with the Clerk of the Board of Supervisors; ORDERED the costs to be specially assessed against the above-referenced property and AUTHORIZED the recording of a Notice Of Abatement Lien.

ATTACHMENTS

Itemized costs

before and after photos

CONTRA COSTA COUNTY

DATE: November 09, 2015

TO: Clerk of the Board

FROM: Department of Conservation & Development
By: Patty Cookson, Building Inspector II

RE: Itemized Report of Abatement Costs

The following is an itemized report of the costs of abatement for the below described property pursuant to C.C.C. Ord. Code ' 14-6.428.

OWNER: Gabriel Almanza

POSSESSOR: N/A

MORTGAGE HOLDER: Fieldstone Mortgage Company
11000 Broken Land Parkway #600
Columbia, MD., 21044

HSBC Bank USA
c/o First American Title
Loss Mitigation Title Services 20188 2
PO Box 27670
Santa Ana, CA., 27670

ABATEMENT ORDERED DATE: May 12, 2015

ABATEMENT COMPLETED DATE: May 27, 2015

SITE ADDRESS: 14 Cooke Ave., Crockett, CA., 94525
APN#:354-213-001

PROPERTY DESCRIPTION: Residential

AMOUNT OF ABATEMENT COSTS (CCC ORDINANCE CODE 14-6.428)

ITEM	**EXPLANATION**	**COST**
Notice to Comply		$ 250.00
Site Visits (2 x $100 @)		$ 200.00
PIRT (Title Search)		$ 150.00
Certified Letter & Regular Mailings		$ 27.84
Photos		$ 61.50
Contractor hired for abatement		$ 1,355.00
Final Site Inspection to Confirm Compliance		$ 200.00
Compliance Report and Board Hearing		$ 200.00
	Total	$ **2,444.34**

Abatement costs can be paid at or mailed to Department of Conservation and Development, Building Inspection Division, 30 Muir Rd., Martinez, CA 94553.

14 Cooke Ave.,

Crockett, CA., 94525

Before Photos

14 Cooke Ave.,

Crockett, CA., 94525

After Photos

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: Inclusion of the City of Richmond in the Community Development Block Grant Urban County and HOME Investment Partnerships Act Consortium

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a Cooperation Agreement for the Community Development Block Grant (CDBG) Urban County and HOME Investment Partnerships Act (HOME) Consortium between the County and the City of Richmond for fiscal years 2016\17 and 2017/18, with an option to renew for subsequent three-year terms, through which the County will administer CDBG and HOME funds previously granted to the City of Richmond.

FISCAL IMPACT:

No impact to the General Fund. CDBG and HOME funds are allocated by U.S. Department of Housing and Urban Development. Increased County administration costs will be covered by the additional grant allocation. CDBG CFDA# 14.218 and HOME CFDA # 14.239

BACKGROUND:

On November 12, 2015, the City of Richmond (City) formally requested that Contra Costa County (County) staff work with City staff to carry out the necessary steps to fully integrate the City into the Contra Costa Urban County for the Community Development Block Grant (CDBG) and the HOME Consortium for the HOME Investment Partnerships Act (HOME) programs. (See attached letter.) Both the County and City receive CDBG and HOME funds from the U.S. Department of Housing and Urban Development (HUD). The County is a CDBG Urban County, meaning that the County receives and awards grant funds allocated on a formula basis to the County unincorporated area and all cities except for Antioch, Concord, Pittsburg, Richmond, and Walnut Creek. The County serves a similar role as the administrative entity for the HOME Consortium (the Urban County and cities of Antioch, Concord,

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Kara Douglas
925-674-7880

cc:

BACKGROUND: (CONT'D)

Pittsburg and Walnut Creek).

The City is a separate entitlement jurisdiction for both CDBG and HOME. The City is making this request due to major staff reductions in the City's housing and community development programs, which have affected the City's capacity to administer its CDBG and HOME programs. The staff reductions are primarily due to the dissolution of the City's Redevelopment Agency, which included the CDBG and HOME staff. City staff have consulted with HUD and HUD is supportive of this request. To join the Urban County, the City will relinquish its CDBG entitlement status and enter into the attached Cooperation Agreement with the County. The City will be a member of the Urban County effective July 1, 2016 for the CDBG program and July 1, 2017 for the HOME program.

The City will continue to administer any CDBG and HOME funds under its control for fiscal years up to and including 2015/16. The City will have full responsibility to repay its two outstanding Section 108 loans, and for correcting any HUD audit or monitoring findings related to its actions in administering HUD funds.

If the Board approves execution of the Cooperation Agreement, then the City of Richmond will be a member of the Urban County and HOME Consortium with the same status as other city members. The future share of Richmond CDBG and HOME allocations will be added to the Urban County CDBG and HOME Consortium allocations, which are currently $2,996,848 and $1,792,838 respectively. In 2015, Richmond's CDBG grant is $1,072,642 and the HOME grant is $389,071. It is difficult to predict future allocations due to the trend of significant decreases in CDBG and HOME program budgets over the past six years.

The City will be included in the 2015-2020 CDBG/HOME Consolidated Plan, which calls for the following distribution of CDBG funds: 20 percent for administration, 45 percent for housing, 15 percent for public services, 10 percent for economic development, 8 percent for infrastructure/public facilities, and 2 percent is discretionary (typically public service). HOME funds are divided between program administration (10 percent) and development activities (90 percent). There is a public participation process every fall when applications for the next fiscal year are released. As part of this process, the County will outreach to City staff, interested Richmond residents and community-based organizations to gather their input concerning funding priorities and to solicit applications for CDBG and HOME funds, just as currently occurs for other member cities. County staff will review all applications for eligibility and agency capacity and make funding recommendations to Board of Supervisors, or Board-appointed committees. The committee recommendations are then forwarded to the Board of Supervisors for final funding decisions. The County strives for geographic equity based on the needs of low income communities. The programs generally achieve geographic balance over time, but not necessarily on an annual basis. There is no guarantee of a return-to-source distribution of funds. The November 12 letter from the City makes clear that the City understands this. County staff recognizes that a number of non-profit agencies are providing much needed services to Richmond residents, and the value of program continuity will be an important consideration in future staff recommendations.

CONSEQUENCE OF NEGATIVE ACTION:

If Richmond does not join the CDBG Urban County and the HOME Consortium, the Richmond allocation of CDBG and HOME funds may be retained by HUD and not be available to programs and projects for the benefit of low income Richmond residents.

CHILDREN'S IMPACT STATEMENT:

The CDBG and HOME programs provide affordable housing to families, which supports several of the Children Report Card indicators.

ATTACHMENTS

Nov 12, 2015 letter from the City of Richmond

Urban County Cooperation Agreement

CITY MANAGER'S OFFICE

City of Richmond

November 12, 2015

John Kopchik
Director
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553

Dear Mr. Kopchik:

Thank you for your time exploring the possibility of the City of Richmond joining the Contra Costa Urban County for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) programs.

The purpose of this letter is to request your assistance in working with the City to carry out the necessary tasks to fully integrate the Richmond CDBG program into the Urban County and the HOME program into the HOME Consortium. The City has consulted with U.S. Department of Housing and Urban Development (HUD) staff and HUD is supportive of this request.

The City understands that by joining the Urban County it will relinquish its own entitlement status. By joining the Urban County, the City will automatically be a member of the HOME Consortium. Currently, the City receives approximately $1 million in annual CDBG grants. This amount will be added to the current County allocation of about $3 million beginning in FY 2016/17. The City formula share of HOME is about $400,000 per year. This amount would be added to the current County allocation of about $1.8 million beginning in FY 2017/18.

County staff has briefed the City on the County process of soliciting applications and developing staff recommendations. County committees review staff recommendations and make final funding recommendations to the Board of Supervisors. CDBG funds are allocated in program areas as described in the FY 2015 – 2020 Consolidated Plan: 20 percent for Program Administration, 45 percent for Housing, 15 percent for Public Services, 10 percent for Economic Development, 8 percent for Infrastructure/Public Facilities, and 2 percent is discretionary. HOME funds are divided between administration (10 percent) and development activities (90 percent).

The City requests that the County public participation process include specific outreach to City staff and interested citizens or community groups and that their input be considered as County staff makes its funding recommendations. However, the City understands that the County cannot guarantee the amount of funds that will be awarded to City-based projects and services. I will bring a revised staff recommendation, resolution, and CDBG Cooperation Agreement to the City Council on Tuesday December 15, 2015.

Sincerely,

William Lindsay
City Manager

450 Civic Center Plaza, Richmond, CA 94804-1630
Telephone: (510) 620-6512 Fax: (510) 620-6542 www.ci.richmond.ca.us

COOPERATION AGREEMENT
HOUSING AND COMMUNITY DEVELOPMENT ACT 1974, AS AMENDED
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ACT PROGRAMS
(CONTRA COSTA COUNTY AND THE CITY OF RICHMOND)

This Cooperation Agreement is dated as of December __, 2015 and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County") and the CITY OF RICHMOND, a charter city and municipal corporation of the State of California that is located within the boundaries of the County of Contra Costa, (the "City").

RECITALS

A. The Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended (the "CDBG Act"). Title 1 of the Act consolidates previously separate grant programs for open space, public facility loans, water and sewer grants, urban renewal, model cities and rehabilitation loans. Also, Title 1 makes available entitlement grants to (l) cities whose population exceeds 50,000 and (2) counties that qualify as an urban county. The CDBG Act's term "urban county" means any county within a metropolitan area that (A) is authorized under State law to undertake essential community development and housing assistance activities in its unincorporated areas, which are not units of general local government, and (B) has a combined population of 200,000 or more (excluding the population of metropolitan cities therein) in such unincorporated areas and in its included units of local government (i) in which it has authority to undertake essential community development and housing assistance activities and which do not elect to have their population excluded or (ii) with which it has entered into cooperation agreements to undertake or to assist in the undertaking of essential community development and housing assistance activities. In the alternative, a county qualifies as an urban county if it has a total population that is at least 100,000 but less than 200,000 from the unincorporated areas and participating incorporated areas, provided that, in the aggregate, those areas include the majority of persons of low and moderate income that reside in the county, (outside of any metropolitan cities).

B. The Congress of the United States has enacted the Cranston-Gonzales National Housing Act of 1990 ("HOME Act") in order to increase housing for very low and low income households.

C. Twelve cities in the County of Contra Costa have a population of less than 50,000. Certain of these cities may join with the County to form a combined population of 200,000 or more, thereby qualifying as an urban county that is eligible for an entitlement of Community Development Block Grant (CDBG) funds and of HOME Investment Partnerships Act funds (HOME). Seven cities in the County of Contra Costa have a population of more than 50,000. Two of these cities participate in the urban county.

D. The City has a population of more than 50,000. The City has been a CDBG and HOME entitlement jurisdiction with an annual allocation of approximately $1,000,000 in CDBG funds and $400,000 in HOME funds.

E. The County and the City desire to engage in housing and community development activities as authorized under the CDBG Act and HOME Act. The County and the City do hereby find and determine that it is to the best interest of the residents of the unincorporated area of the County and the residents of the City that housing and community development activities be performed jointly in accordance with the provisions of this agreement. This Cooperation Agreement covers both the CDBG Entitlement Program and the HOME program.

The parties therefore agree as follows:

AGREEMENT

1. Cooperation. The City and County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing activities (each activity, a "program") in fiscal years 2016/17 and 2017/18, in compliance with the five-year Consolidated Plan and annual Action Plan, as may be amended to include eligible activities within the jurisdictional boundaries of the City of Richmond, that include community development objectives and projected use of funds, as submitted to the Federal Department of Housing and Urban Development (HUD) and as provided in this agreement. The County has the authority to carry out activities funded under this program, including any activities funded from program income generated from the expenditure of such funds.

2. Activities. Eligible community development and housing assistance activities are hereby defined for purposes of this agreement to be those designated in Title l of the CDBG Act and in Title I of the HOME Act and the regulations issued thereto. Appropriate eligible activities will be included in the Annual Action Plan adopted by the County's Board of Supervisors pursuant to the CDBG Act and the HOME Act. The County has the full responsibility, and all the obligations, of an applicant under CDBG Act and the HOME Act. The County's obligations and responsibilities include submitting to the Federal Department of Housing & Urban Development (HUD) an annual Action Plan on the projected use of funds, an approved Consolidated Plan and certain assurance or certifications required by the CDBG Act and the HOME Act and regulations adopted pursuant thereto.

3. Information. The City shall provide the County with all information concerning the City that the County requires to prepare its submissions to HUD and to develop an analysis of needs, set objectives, and prepare a community development program, plans and budget. All information required by the County is to be submitted in the form prescribed by the County no later than the dates specified by the County. The County is not liable to the City for any failure to include the City in the documents submitted to HUD.

4. Compliance. The County and the City shall take all actions necessary to assure compliance with the urban county's certification required by the HOME Act and Section 104(b) of Title I

of the Housing and Community Development Act of 1974, as amended, including provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Fair Housing Act and other applicable laws. The County and the City shall take all actions necessary to assure compliance with Section 109 of Title 1 of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. With respect to the program within its boundaries, the City shall comply with all requirements of the CDBG Act and the HOME Act, as well as the regulations, guidelines, bulletins and circulars that are issued pursuant thereto. The City shall provide the County with all records, documents, certifications and funding activities in, or in support of, any cooperating units of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification. All information is to be submitted in the form prescribed by the County. The City agrees to make available upon request all records concerning the program for inspection by the County or Federal officials during regular business hours.

Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503. As the applicant, the County has responsibility for ensuring that CDBG funds are used in accordance with all performance standards established under agreements and procurement contracts, and for taking appropriate action when performance problems arise. Therefore, before disbursing any CDBG funds for projects in the City of Richmond, the County and the subrecipient shall enter into a written agreement for each individual project.

5. Prior City Obligations. The County is not responsible for carrying out or concluding any activities or corrective actions that are City obligations under its current or prior HUD contracts. All such City obligations are "Excluded Obligations." Excluded Obligations include, but are not limited to, payments under any contracts with City subrecipients, payments to cure HUD sanctions, and payments due under any existing Section 108 loans. The City may apply to the County to use CDBG funds to make Section 108 loan payments; however, the County is not obligated to approve such use of CDBG funds.

6. Program Income. The City shall inform the County of any CDBG and HOME income received by the City that is generated by activities funded pursuant to this agreement. The City shall pay all program income that is generated by activities pursuant to this agreement to the County or, with prior written approval of the County, shall use CDBG program income for eligible CDBG activities. To allow the County to comply with its monitoring and reporting responsibilities to HUD, the City shall (i) keep appropriate accounting records regarding any program income and (ii) report to the County quarterly, starting with October 15, 2016.

7. Real Property. The City shall notify the County of any disposition of, or modification or change in the use of any real property acquired or improved with CDBG funds. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under

the CDBG regulations. Program income generated from the disposition or transfer of property acquired or improved with CDBG funds is to be reported and handled as set forth in Section 6. This Section 7 and the requirements herein shall apply only to real property acquired or improved with CDBG funds received by the City through the County pursuant to this agreement.

8. Indemnification. The City shall defend, save, hold harmless and indemnify the County, its officers, agents and employees from all liabilities and claims for any fines, penalties, bodily injury, death, sickness or damages of any type from any cause whatsoever that arises from or is connected with (i) the City's failure to comply with any requirement of the CDBG Act and the HOME Act or the regulations, guidelines, bulletins or circulars that are issued pursuant thereto, and (ii) any City activity that is financed by funds granted hereunder pursuant to the CDBG Act and the HOME Act. Without limiting the foregoing, the provisions of this paragraph apply fully in the event the City participates in the Section 312 Federal Rehabilitation Loan Program in conjunction with the Community Development Block Grant and HOME Investment Partnerships Act programs.

9. Fund Distribution. The County shall distribute funds received under CDBG Act and the HOME Act for fiscal years 2016/17 and 2017/18 or the forty-third, and forty-fourth program years for the undertaking of essential community development and housing assistance activities throughout the Urban County. The County shall distribute funds within the City received under the CDBG Act and the HOME Act if essential community development and housing assistance activities are to be undertaken within the territorial limits of the City. The County cannot guarantee the specific proportion of funds that will be distributed within the jurisdictional boundaries of the City of Richmond in any given year. The County and subrecipient under Section 24 CFR 570.503 of the program regulations are required to enter into a written agreement to implement activities prior to disbursement of any CDBG funds.

10. Effective and Termination Dates. This agreement is effective as of the date shown in the introductory paragraph and shall continue in full force and effect through the forty-third and forty-fourth community development program years, or fiscal years 2016/17 and 2017/18 covered by the County's Action Plan of Community Development activities and projected use of funds and so long as the essential community development and housing assistance activities are being undertaken in accordance with this agreement.

    This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period. A copy of the notice must be sent to the HUD Field Office. By the date specified in HUD's urban county qualification notice for the next qualification period, the County will notify the City in writing of its right to make such election. A copy of the County's notification will be sent to the HUD Field Office by the date specified in the urban county qualification notice.

    Failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification

period, and to submit the amendment to HUD as provided in the urban county qualification notice will void the automatic renewal of such qualification period.

This agreement is in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period (and any successive qualification periods which are automatically renewed) are expended and the funded activities completed, and the County and City may not terminate or withdraw from this agreement while this agreement remains in effect.

11. Subsequent Years. Nothing in this agreement is to be construed as requiring the City to provide the County with any information necessary for the preparation of a subsequent Statement of Community Development activities and projected use of funds for the forty-fifth, forty-sixth, and forty-seventh program years. Should the County desire to qualify as an urban county for subsequent fiscal years, the City shall have the option of choosing whether to continue its participation with the County.

12. City Policies. The City has adopted and is enforcing the following policies:

    a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

    b. A policy of enforcing applicable State and local laws against physically barring the entrance to or the exit from a facility or location that is the subject of nonviolent civil rights demonstrations within its jurisdiction.

13. Inclusive Programs. By executing this agreement, the City understands the following:

    a. The City may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the County's CDBG program.

    b. The City may not participate in a HOME consortium except through the urban county, regardless of whether the County receives a HOME formula allocation.

14. Representatives.

    a. The City designates the City Manager, or his or her designee, as the person to whom the County should send all notices and communications that concern anything discussed in this agreement or that is relevant to this agreement.

    b. The County designates the Department of Conservation and Development Director, or his or her designee, as the person to whom the City should send all notices and communications that concern anything discussed in this agreement or that is relevant to this agreement.

15. Changes in Law or Regulations. Any change or amendment to Federal or State law or regulations that affects the subject matter of this agreement is to be considered to be immediately incorporated into the agreement and fully effective as if set forth in this agreement.

16. Funds Not Transferrable. The grantee or unit of general/local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer any portion of such funds to another metropolitan city, urban county, unit of general/local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, and must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended. The County may not use CDBG funds in support of any cooperating unit of general local government that does not affirmatively further fair housing within its jurisdiction.

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

COUNTY OF CONTRA COSTA

By: _____
County Administrator

ATTEST:

By: _____
Deputy Clerk

CITY OF RICHMOND

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: Rate Changes for Solid Waste Collection in the Unincorporated Areas Served by Allied Waste Systems, Inc. Under the County Franchise Agreement

RECOMMENDATION(S):

1. ACCEPT report from consultant Crowe Horwath LLP, dated November 20, 2015, on its review of the Base Year Rate Application submitted by Allied Waste Systems, Inc. (Allied), attached as Exhibit A.

2. APPROVE phased implementation of a 28.8% solid waste collection rate increase, with a 15% rate increase effective January 15, 2016, a 12% rate increase effective January 15, 2017, and deferring whether to implement the remaining 1.8% rate increase until the 2020 Base Year Rate Review.

3. ACKNOWLEDGE that implementing weekly residential recycling collection would require an additional 5.9% rate increase (for a total rate increase of 34.7%), and DECLINE to approve this additional rate increase at this time.

FISCAL IMPACT:

No impact to the County General Fund. The costs for County staff time spent administering the Franchise Agreement (rate review) and any related consulting services are covered by solid waste/recycling collection franchise fees.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: David Brockbank (925) 674-7794

cc:

BACKGROUND:

In May of 1995, the County entered into a Franchise Agreement with Allied's predecessor company, Pleasant Hill Bayshore Disposal, Inc. On July 21, 2015, the County approved the first Amendment to the County/Allied Franchise Agreement that: (a) extended the term of the Agreement for 10 years; (b) increased the franchise fee 2%, from 5% to 7%; (c) established the existing maximum collection rates; (d) expanded Allied's Franchise service area to include a pocket of unincorporated area in the vicinity of Cummings Skyway; and (e) required Allied to provide new and expanded services.

The Franchise Agreement grants Allied the exclusive privilege and duty to collect solid waste, recyclables and organics routinely generated by residential and commercial customers within the designated Allied service area (also known as the "Franchise Area"). The Allied Franchise Area covers the following ten (10) unincorporated areas:

1. Alhambra Valley (portion) – District I & V
2. Canyon – District II
3. Antioch, Unincorporated – District III
4. Morgan Territory / Marsh Creek – District III
5. Concord, Unincorporated (portion) – District IV
6. Clayton, Unincorporated – District IV
7. Pleasant Hill, Unincorporated – District IV
8. Pacheco / Vine Hill / Martinez, Unincorporated – District V
9. Bay Point (eastern portion) / Clyde – District V
10. Cummings Skyway (portion) – District V

The County establishes and regulates Collection Rates that Allied is allowed to charge for residential and commercial collection services provided in their Franchise Area. These rates are established in accordance with the adopted rate setting methodology set forth in the "Rate Setting Process and Methodology Manual for Solid Waste Charges as Applied to Allied Waste Systems, Inc., a division of Republic Services, Inc." (Rate Manual). The Rate Manual establishes a process with the following components:

a. Every four (4) years: Base Year rate reviews. Such reviews rely upon data submitted in detailed rate applications and accompanying audited financial statements; and
b. Intervening years between Base Years (Interim Years): The Franchisee may request no change or a change based on one of the following options. One, a rate change which does not exceed the annual change in Consumer Price Index (CPI) (no Board approval required). Or two, Interim Year rate changes calculated based on a weighted increase in controlled and uncontrolled costs, including tipping fees, regulatory charges and change in CPI (Board approval required). The hauler is not required to submit audited financial data with the interim year rate application. Therefore, the Interim Year Rate Review is less rigorous than that carried out in a Base Year.

The Rate Manual provides for recovery of the reasonable costs that Allied will incur in performing services under the Franchise Agreement plus allowable profit. Special extraordinary cost increases are also taken into account.

History of Solid Waste Collection Rate Adjustments Since the Prior Base Year

There have been various rate adjustments in the Allied Franchise Area since 1998 when the County adopted Allied's Rate Manual. However, Allied's rates for residential customers have not changed since 2009, when the Board approved a variable rate structure intended to serve as a financial incentive for residential customers to downsize their garbage carts to further reduce waste disposal. The variable can rate structure proved to be quite effective in encouraging residents to switch to smaller garbage carts. The amount of customers using the largest trash carts (96-gallon) has gone down by roughly 68% and the amount of customers using the smallest cart (20-gallon) has increased by just over 400%.

Since the last Board-approved rate change in 2009, the Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose area has increased approximately 17%, or an average of 2.8% per year. Rates for residential customers were not affected and remained flat. For commercial/light industrial customers, there has been only one rate change related to CPI, a 0.95% increase in 2011.

The most recent rate review took place in 2011 for the 2012 Base Year. Below is a brief summary of that review and subsequent allowable rate adjustments:

2012: Base Year Rate Review– In the 2012 Base Year Rate Application, Allied requested a 2.03% rate increase. The County hired a consulting firm, R3 Consulting Group (R3), to conduct the 2012 Base Year Rate Review. R3's report dated April 3, 2012 identified annual cost savings expected as a result of service efficiencies achieved by Allied. The total amount of cost savings potentially warranted a rate reduction of 10.2%. Rates charged to customers remained stable, offering a 10.2% rate reduction credit as a result of the 2012 rate review. This rate reduction credit offset subsequent CPI adjustments that would have been applied in 2013, 2014, and 2015. The rate reduction credit also yielded funding between 2012 – 2015, which is considered Rate Setting Methodology (RSM) Revenue. Exhibit F of the First Amendment requires that this revenue be applied to help offset allowable costs for fees or enhanced services in the Allied Franchise Area.

2013: Interim Year Rate – Annual CPI adjustment of 2.80% was credited to Allied. Instead of adjusting rates based on CPI, a portion of the 10.2% rate reduction credit identified in 2012 was used to offset the 2.8% CPI increase, resulting in the credit being reduced from 10.2% to 7.4% and collection rates were unchanged.

2014: Interim Year Rate – Annual CPI adjustment of 2.03% was credited to Allied. The rate reduction credit of 7.4% remaining from 2013 was used to offset the CPI increase, which further reduced the credit from 7.4% to 5.38% and collection rates were unchanged.

2015: Interim Year Rate – Annual CPI increase adjustment of 2.96% was credited to Allied. The remaining 5.38% rate reduction credit available from 2014 was applied to offset the CPI increase, which further reduced the credit from 5.38% to 2.42% and collection rates were unchanged.

In addition to offsetting the annual CPI adjustments, any remaining rate adjustment credit available each year between 2012 and 2015 yielded additional Rate Setting Methodology (RSM) Revenue. The total amount of RSM Revenue mutually agreed to have been accrued between 2012 and 2015 was $523,941. As discussed in more detail below, a portion of this amount was used to fund the cost of new and enhanced services between August 1 and December 31, 2015 and the remainder is available to be applied to help offset service costs during 2016 Base year Rate setting (see the "Recommended 2016 Base Year Rate Adjustment (OPTION 1)" section below for further information).

Crowe Horwath Review of Allied's Base Year Rate Application

On July 10, 2015, Allied submitted a Base Year Rate application to increase solid waste collection rates. Allied requested a total 33.5% rate increase. To determine a Base Year Rate change for calendar year 2016, the County requested technical assistance from Crowe Horwath (consultant) to review the Base Year Rate Application submitted by Allied consistent with the County's Rate Manual. The result of Crowe Horwath's review is contained in their report dated November 20, 2015, which is attached as Exhibit A.

The Base Year Rate setting process requires that a detailed rate change application be submitted by Allied along with an audited financial statement and supplemental financial and operational information. Using the detailed financial data provided, Crowe Horwath reviewed the following major cost categories to determine the appropriate rate adjustment:

- Direct Labor Costs
- Tipping Fees
- Corporate and Local General and Administrative Costs

- Household Hazardous Waste Program Costs
- Trucking and Equipment
- Allowable Profit
- County's Franchise Fee

BASE YEAR RATE APPLICATION ADJUSTMENTS: Allied's Base Year Rate Application proposes a rate increase of 33.5% based on projected costs for existing services, changing to weekly residential recycling as well as most, but not all, of the service enhancements approved by the Board in July 2015 (see listing below in the "NEW AND ENHANCED SERVICES" section). Crowe Horwath reviewed the Rate Application submitted by Allied for consistency with the Rate Manual, County policies, and waste management industry practices. Their analysis did a comparison on year-to-year changes in revenues and costs for reasonableness and solicited explanations from Allied for material changes. This included the examination of actual data for 2014, estimated data for 2015, and projected data for 2016.

Crowe Horwath's review of Allied's Rate Application led to recommended adjustments to various cost categories which included eliminating unallowable costs and adding allowable costs for programs/services that were not accounted for in the original 2016 Base Year Rate Application. Commercial food waste collection service and household hazardous waste (HHW) program costs were not included in the Rate Application, but weekly residential recycling was included. The cost of these enhanced services combined with Crowe Horwath's other recommend cost adjustments, resulted in a net increase of $28,308 in annual costs. This equates to an additional 1.2% increase for the Base Year. Consequently, Crowe Horwath is recommending a 34.7% increase, including weekly residential recycling (1.2% more than requested by Allied).

NEW AND ENHANCED SERVICES: The following eleven (11) new and enhanced services listed below were approved by the Board in July of this year in conjunction the First Amendment to the County / Allied Franchise Agreement:

1) six additional community clean-up boxes per year,
2) residential household battery, compact fluorescent lights (CFL) and plastic bag recycling,
3) on-call bulky household item collection twice per year,
4) increase in franchise fee paid by Allied to the County,
5) support for mandatory commercial recycling program,
6) on-call debris box service for County abatement projects ,
7) on-call removal of illegal dumping from the right-of-way,
8) compost organics collected from residential and commercial customers rather than using as alternative daily cover (ADC),
9) commercial food waste collection,
10) recycling coordinator support (20% of a position), and
11) elimination of the separate commercial recycling charge.

When the Board reviewed and approved the First Amendment to the Allied/County Franchise Agreement in July 2015, the Board deferred approval of changing residential recycling from every other week to weekly, pending the results of this Base Year rate review. Pursuant to the Board's direction, optional weekly residential recycling service rate adjustment is being provided for consideration in conjunction with the 2016 Base Year Rate adjustment (see "Changing to Weekly Recycling (OPTION 2 – NOT RECOMMENDED)" section below for further details).

A number of the approved service enhancements have since been implemented, in advance of approving a rate change adequate to offset the cost of the added services. Some of the previously mentioned RSM Revenue ($88,559.72) is being used to offset projected costs for new and enhanced services pursuant to the Board's approval of the First Amendment in July 2015. The remaining balance of RSM Revenue is to be applied to offset service costs during this Base Year Rate setting as further discussed in the "Recommended 2016 Base Year Rate Adjustment (OPTION 1)" section of this report.

BASE YEAR RATES – OPTION 1 AND 2: Crowe Horwath's report recommended two options for the County to consider in making any rate adjustments for the 2016 Base Year. The proposed Option 1 rate adjustment of 28.8%

includes projected costs for all eleven of the Board approved new and enhanced services. The proposed Option 2 rate adjustment of 34.7% includes projected costs for all eleven of the above-noted enhancements (in other words all of Option 1) as well as the added costs for weekly residential recycling collection (adds 5.9%) which has not been approved by the Board.

There are multiple factors contributing to the changes in projected costs and revenue which drive the recommended rate adjustment. Some of these are routine factors associated with existing services (e.g. increased wages and benefits based on labor agreements and CPI adjustments to various other categories of operational costs, including trucking and equipment, depreciation and disposal). Most of the recommended rate increase is due to factors associated with the cost of implementing new and enhanced services. Additionally, the recommended rate increase addresses the revenue decrease resulting from residential customers switching to smaller cart sizes and the decrease in revenue expected to result from the elimination of the separate commercial recycling charge.

While the proposed rate changes are relatively large, the existing rates are far lower than those in neighboring cities as well as the other unincorporated Franchise Areas. Allied's residential customers have not had a rate increase since 2009. The 2016 Base Year Rates proposed as Option 1 (28.8% increase) and Option 2 (34.7% increase) fall substantially below the average rates charged to residential customers in other incorporated and unincorporated franchise areas surveyed within the County. If Option 1 rates were enacted (staff is actually recommending phased implementation), despite a 28.8% rate increase, customers in the Allied/County Franchise Area would still pay the lowest rates. Option 1 rates are between 27% and 40% less than the average residential rates in the incorporated and unincorporated franchise areas surveyed (see Tables 4 and 5 at the end of this report for residential rate comparison of the unincorporated franchise areas and neighboring jurisdictions surveyed) and 24% to 31% less than the average commercial rates for comparable service levels in the incorporated and unincorporated franchise areas surveyed (see Table C-2 of Attachment C to Exhibit A for the comparison of all surveyed commercial rates).

2016 Base Year Rate Adjustment (OPTION 1)

Crowe Horwath's recommended Option 1 rate increase of 28.8% corresponds with monthly increases between $3.50 and $8.87 per month for residential customers as shown in Table 1 below. Table 1 reflects the existing monthly residential rates and the proposed Option 1 - Base Year Rate increases for 2016 (no recommended change to the existing every other week (biweekly) schedule for residential recycling collection).

Table 1: Total Option 1 Base Year Rate Increase with Existing Biweekly Recycling Collection

Cart Size	TOTAL BASE YEAR RATE ADJUSTMENT – OPTION 1		
	Existing Monthly Rates (2015)	*Base Year Rate Increase (28.8%)*	***Option 1 Base Rate for 2016***
20 gallon	*$12.15*	*$3.50*	***$15.65***
32 gallon	*$15.90**	*$4.59*	***$20.49***
64 gallon	*$23.70**	*$6.84*	***$30.54***
96 gallon	*$30.75**	*$8.87*	***$39.62***

* Existing monthly rates for Canyon customers: 32-Gallon = $19.40, 64-Gallon = $22.57, 96-Gallon = $25.75.

RECOMMENDED PHASED IMPLEMENTATION OF OPTION 1 BASE YEAR RATES: In addition to the adjustments recommended in the report, staff recommends that the Board approve phased implementation of the recommended Option 1 Base Year Rate adjustment. Phasing implementation of this significant rate increase will ease the impact on rate payers by avoiding the rate spike that would result from passing through the entire increase in 2016. Staff is recommending that most of the Base Year Rate adjustment be passed through to customers over two years, involving an initial Base Year Rate adjustment of 15% that could take effect on January 15, 2016 and an additional Base Year Rate adjustment of 12% on January 15, 2017 (see Table 2 below for impact of annual adjustments on monthly residential rates for each service level). In addition to the recommended Base Year Rate adjustment in 2017, Allied is entitled to request an Interim Year or CPI-adjustment for 2017 in which case the combined increase could take effect in January 2017.

As noted above, Allied has been collecting Rate Setting Methodology (RSM) Revenue since 2012 which is to be factored in when setting 2016 Base Year Rates to offset service costs that would otherwise have to be paid for by rate payers. RSM Revenue is recommended to be used to offset the revenue shortfall resulting from phased implementation of the Base Year Rate increase. As of the end of December 2015, it is anticipated there will be $435,341.28 in Rate Setting Methodology Revenue. Additionally, the recommended Base Year Rate adjustment provides for an additional one-time "service credit" of $18,250 to account for the avoided operating costs associated with the delayed implementation of the Commercial Food Waste program that will start on April 1, 2016. The phased implementation of the Base Year Rate increase being recommended by staff was determined based on the amount of revenue/cost savings available to offset rate adjustments during this Base Year Rate cycle. Staff recommends phased implementation of Option 1 rate increase, as reflected in Table 2. This phased approach would apply remaining RSM Revenue as follows:

- $ 325,543.10 to offset the annual deferral of the 13.8% increase in rates for 2016; and
- $ 127,386.43 to offset the remaining 1.8% of the Base Year Rate increase for calendar years 2017 through 2019 ($42,462.14 per year).

Table 2 shows the existing monthly residential rates and the phased implementation of rate increases that staff is recommending be passed through to customers.

Table 2: Phased Implementation of Option 1 Base Year Rate Increase using RSM Revenue to partially offset the base year adjustment in 2016-2019 (RECOMMENDED)**

Cart Size	***STAFF RECOMMENDED*** **PHASED PASS-THROUGH OF BASE YEAR RATE ADJUSTMENT – OPTION 1**				
	Existing Monthly Rates (2015)	*Recommended Base Year Rate Increase (15% in 2016)*	***Recommended Monthly Rate for 2016***	*Recommended Base Year Rate Increase (12% in 2017)****	***Recommended Monthly Rate for 2017****
20 gallon	*$12.15*	*$1.82*	***$13.97***	*$1.46*	***$15.43***
32 gallon	*$15.90**	*$2.39*	***$18.29***	*$1.91*	***$20.19***
64 gallon	*$23.70**	*$3.56*	***$27.26***	*$2.84*	***$30.10***
96 gallon	*$30.75**	*$4.61*	***$35.36***	*$3.69*	***$39.05***

* Existing monthly rates for Canyon customers: 32-Gallon = $19.40, 64-Gallon = $22.57, 96-Gallon = $25.75.
** Staff recommended phased implementation and partial offset of the recommended Option 1 Base Year Rates is based on the amount of revenue/cost savings available.In addition to the RSM Revenue balance of $435,341.28 identified in the First Amendment to the County/Allied Franchise, the recommended Base Year Rates provide for an additional one-time "service credit" of $18,250 for the avoided operating costs associated with the delayed implementation of the Commercial Food Waste program that will start on April 1, 2016. Deferral of 13.8% increase in 2016 to facilitate phasing in of Base Rate would utilize $325,543.10 of the RSMR. Deferral of remaining 1.8% Base Rate increase in 2017 - 2019 would utilize $42,462.145 of RSMR per year (totaling $ 127,386.43).
***In addition to the 12% phased base year rate increase proposed to take effect in 2017, Allied is entitled to request approval of an annual Interim Year/CPI Rate adjustment.

Changing to Weekly Recycling (OPTION 2 – NOT RECOMMENDED)

Staff recommends that the Board defer consideration of increased recycling collection frequency for residential collection to avoid imposing an even larger rate increase. Based on the findings of Crowe Horwath's review of the Base Year Rate Application and the associated rate option to change from every other week (biweekly) to weekly recycling collection for residential customers (Option 2), staff recommends that recycling collection remain on a biweekly schedule. Even though these customers have not had a collection rate increase in six years, imposing the full 34.7% Option 2 rate increase needed in order to move forward with changing to weekly recycling collection in 2016 may pose an unnecessary and potentially avoidable hardship.

Staff recommends that the Board defer approving this change until sometime in the future (ideally not simultaneously with another substantial rate change). Staff also suggests that the Board consider implementing weekly organics collection in the future, prior to recycling, in order to maximize the potential diversion opportunity for residential food waste. One of the new services established in the Amended Franchise Agreement ensures that all organics collected from residential and commercial customers will be composted. Residential food

waste cannot be combined with other green waste in areas where organics are only being collected on a biweekly basis for health and safety reasons. Therefore, it may be preferable to increase organics collection from biweekly to weekly rather than or at least in advance of increasing frequency of recycling collection as this would allow co-mingling of food waste with green waste for composting. Customer survey data suggests there is not a high demand for weekly collection of recycling or organics in the Allied Franchise Area. Staff can return to the Board in the future if/when there is more customer demand or some other compelling reason to consider changing to weekly collection.

Table 3 reflects the existing monthly residential rates and the Option 2 rate increase which is not recommended.

Table 3: Total Option 2 Base Year Rate Increase with Weekly Recycling Collection (Not Recommended)

Cart Size	BASE YEAR RATE ADJUSTMENT – OPTION 2			
	Existing Monthly Rates (2015)	*Option 1 Base Rate Increase for 2016 (28.8%)*	*Additional Rate Increase for Weekly Recycling (5.9%)*	***Option 2 Base Rate for 2016*** *(34.7% increase)*
20 gallon	*$12.15*	*$3.50*	*$0.72*	***$16.37***
32 gallon	*$15.90**	*$4.59*	*$0.93*	***$21.42***
64 gallon	*$23.70**	*$6.84*	*$1.39*	***$31.93***
96 gallon	*$30.75**	*$8.87*	*$1.80*	***$41.42***

* Existing monthly rates for Canyon customers: 32-Gallon = $19.40, 64-Gallon = $22.57, 96-Gallon = $25.75

Table 4: Residential Rate Comparison with other Unincorporated Franchise Areas (Per Customer, Per Month)

Franchise Area	**20 Gallon**	**32 Gallon**	**64 Gallon**	**96 Gallon**
1. Alamo & Uninc Central CCC (CCCSWA)	$ 20.33	$ 23.09	$ 43.96	$ 65.65
2. Crockett Garbage – West CCC (County)	$ 22.44	$ 26.61	$ 46.66	$ 56.70
3. Garaventa Enterprises – East CCC (County)	$ 27.61	$ 34.46	$ 39.97	$ 47.55
4. Richmond Sanitary – West CCC (County)	$ 25.50	$ 31.01	$ 59.42	$ 88.50
Average	*$ 23.97*	*$ 28.79*	*$ 47.50*	*$ 64.60*
2016 County/Allied Rates (Option 1 - 28.8% increase)	**$ 15.65**	**$ 20.49**	**$ 30.54**	**$ 39.62**
Difference	***-35%***	***-29%***	***-36%***	***-39%***

CCCSWA = Central Contra Costa Solid Waste Authority

Table 5: Residential Rate Comparison with Neighboring Jurisdictions (Per Customer, Per Month)

Jurisdiction	**20 Gallon**	**32 Gallon**	**64 Gallon**	**96 Gallon**
1. Antioch	$ 23.49	$ 27.59	$ 44.54	$ 52.31
2. Clayton	$ 24.38	$ 27.24	$ 50.88	$ 57.66
3. Concord	N/A	$ 28.45	$ 38.40	$ 47.05
4. Danville (CCCSWA)	N/A	$ 25.81	$ 43.90	$ 65.16
5. Lafayette (CCCSWA)	$ 26.43	$ 30.20	$ 56.99	$ 85.47
6. Martinez	$ 19.35	$ 27.73	$ 30.91	$ 64.95
7. Moraga (CCCSWA)	$ 25.38	$ 29.30	$ 58.59	$ 87.89
8. Orinda (CCCSWA)	$ 31.01	$ 35.75	$ 67.30	$100.67

9. Pleasant Hill	$ 20.86	$ 24.14	$ 32.94	$ 49.39
10. Walnut Creek (CCCSWA)	$ 18.28	$ 21.57	$ 40.73	$ 60.84
Average	*$ 23.65*	*$ 27.78*	*$ 46.52*	*$ 67.14*
2016 County/Allied Rates (Option 1 - 28.8% increase)	**$ 15.65**	**$ 20.49**	**$ 30.54**	**$ 39.62**
Difference	***-34%***	***-26%***	***-34%***	***-41%***

CONSEQUENCE OF NEGATIVE ACTION:

The County/Allied Franchise Agreement obligates the County to:

- set rates in a manner consistent with the approved Rate Manual,
- consider fairness to both Allied Waste and the Customers when setting rates, and
- set rates adequate to cover Allied's reasonable projected costs and allowable profit.

If a rate increase is not approved, Allied will not have a means to collect an adequate amount of revenue from the customers in the County Franchise Area to cover the company's costs for providing services to said customers.

ATTACHMENTS

Exhibit A: Final Report - Review of 2016 Allied Waste Systems Rate Application

Exhibit A

Crowe Horwath LLP
Independent Member Crowe Horwath International

575 Market Street, Suite 3300
San Francisco, California 94105-5829
Tel 415.576.1100
Fax 415.576.1110
www.crowehorwath.com

November 20, 2015

Ms. Deidra Dingman
Conservation Programs Manager
Contra Costa County
Department of Conservation and Community Development
30 Muir Road
Martinez, California 94553-4601

Subject: **Final Report - Review of 2016 Allied Waste Systems, Inc. Rate Application**

Dear Ms. Dingman:

This letter report represents results of Crowe Horwath LLP's (Crowe) review of the 2016 rate application submitted by Allied Waste Systems, Inc. (AWS) to Contra Costa County (County). AWS (a subsidiary of Republic Services, Inc.) provides refuse and recycling collection services in unincorporated Central Contra Costa County.

This letter report is organized into eight (8) sections as follows:

A. Summary
B. Project Background
C. Goals and Objectives of Rate Review
D. Scope of Rate Review
E. History of Collection Rates
F. 2016 Base Year Rate Application
G. Review of 2016 Base Year Rate Application
H. Comparison of Rates and Services to Other Neighboring Jurisdictions.

There are five (5) attachments to this report, as follows:

A. Rate Application and Audited Financial Statements
B. Adjusted Base Year Rate Model
C. Comparative Rate Survey
D. Costs for Shift to Weekly Curbside Recycling Services
E. Costs for Mandatory Commercial Recycling Program.

A. Summary

This rate review includes two options we will address in this report:

(1) Option 1 – Assumes New/Enhanced Service Levels and an Increase in County Franchise Fees from 5% to 7% of Gross Revenues[1]

(2) Option 2 – Expands Option 1 to Include a Shift from Bi-Weekly to Weekly Curbside Recycling Collection.

[1] Note that Option 1 incorporated all of the new services already approved by the County Board of Supervisors in conjunction with the First Amendment to the Franchise Agreement.

In its Application, AWS requested a rate increase of 33.5 percent for 2016 for Options 1 and 2 combined. **Table 1** below shows our recommended rate increase for Option 1 which would provide AWS the target profit level allowed by the Rate Manual. **Table 2** shows the recommended rate increase for Option 2. Under Option 1 at current service levels, our recommended residential rates would increase by 28.8 percent, or between $3.50 and $8.87 per customer, per month, depending on the residential service level. With the addition of the new Option 2 program, recommended residential rates would increase by 34.7 percent, or between $4.22 and $10.67 per customer, per month, depending on the residential service level.

Table 1
Unincorporated Contra Costa County
Option 1 – Various Expanded Services and Increase to 7% Franchise Fee
Potential Residential Collection Rates, Per Customer, per Month
(January 1, 2016)

Recommended Rate Increase with Current Service Levels and 7% Franchise Fee (+28.8%)			
Service Level	**2015 Collection Rate**	**Rate Increase**	**2016 Collection Rate**
20 Gallon	$12.15	$3.50	$15.65
32 Gallon	$15.90	$4.59	$20.49
64 Gallon	$23.70	$6.84	$30.54
96 Gallon	$30.75	$8.87	$39.62

Table 2
Unincorporated Contra Costa County
Option 2 – Represents Option 1 Plus Shift from Bi-Weekly to Weekly Recycling
Residential Collection Rates, Per Customer, per Month
(January 1, 2016)

Recommended Rate Increase with New Services and 7% Franchise Fee (+34.7%)			
Service Level	**2015 Collection Rate**	**Rate Increase**	**2016 Collection Rate**
20 Gallon	$12.15	$4.22	$16.37
32 Gallon	$15.90	$5.52	$21.42
64 Gallon	$23.70	$8.23	$31.93
96 Gallon	$30.75	$10.67	$41.42

B. Project Background

AWS operates under an exclusive franchise with the County to collect, and remove for disposal and recycling, residential, commercial, and light industrial solid waste, recyclable materials, and green waste (organics). On August 1, 1995, the County signed a twenty (20) year franchise agreement with Pleasant Hill Bayshore Disposal (PHBD), a predecessor company to AWS. The County then approved an assignment of this franchise agreement from PHBD to Allied Waste Industries, Inc. (now a Republic Services company) on February 2, 1999.

On July 21, 2015, the County approved the First Amendment to the Franchise Agreement which extended the franchise term another ten (10) years through July 31, 2025. For purposes of this 2016 Rate Application, the County requested AWS to include the following nine (9) new and/or enhanced services, which were agreed to as part of the First Amendment, within the 2016 Rate Application:

Option 1

1) Increase the franchise fee paid by AWS to the County from 5 percent to 7 percent of gross revenues
2) Implement the mandatory commercial recycling program with (a) outreach and education related to mandatory commercial recycling (effective August 1, 2015) and (b) a commercial recycling notification. Provide assistance and support to maximize commercial diversion programs, including but not limited to performing commercial waste assessments (effective September 1, 2015)
3) Eliminate the separate commercial recycling charge
4) Commercial organics (foodwaste) collection
5) Compost residential and commercial collected greenwaste rather than use for ADC
6) Residential bulky household item collection (2 per year, per resident)
7) Residential household battery, compact fluorescents (CFL), and plastic bag recycling (effective September 1, 2015)
8) Provide 20% of a recycling coordinator's position
9) Right of way and abatement projects (on-call bin/box service for specific County abatement projects)
10) Increase community clean-up boxes (6 additional for a total of 16, 20-yard debris boxes)

Option 2

11) Residential weekly non-organics recycling (shift from bi-weekly to weekly recycling) (effective January 1, 2016)[2]

The AWS franchise includes the following ten (10) service areas in unincorporated Contra Costa County (**Exhibit 1** on the following page shows locations of these service areas):

1. Alhambra Valley (portion)
2. Bay Point (Eastern, portion)
3. Canyon
4. Clayton
5. Clyde/Concord (unincorporated areas)
6. Morgan Territory
7. Martinez (unincorporated)/Pacheco/Vine Hill
8. Pleasant Hill (unincorporated areas)
9. Antioch (unincorporated areas)
10. Cummings Skyway (portion).

[2] Unless another date is approved by the Director or his designee.

Exhibit 1
Unincorporated Contra Costa County
Map of Allied Waste Systems Service Areas

AWS consolidates refuse collected from unincorporated County areas at the Contra Costa Transfer & Recovery Station in Martinez, California and transports refuse to Keller Canyon Landfill (located in unincorporated Contra Costa County) for disposal. Recyclables are transported to, and processed by a non-related party, at the Pacific Rim Recycling facility in Benicia California.

AWS also provides curbside recycling service services to unincorporated County areas. AWS accepts the following recyclable material types:

- Aluminum (cans, foil, and trays)
- Aerosol cans
- Cardboard
- Compact fluorescents (CFLs) in sealed zip lock bags)
- Glass bottles, jars, beverage and food containers
- Household batteries (in zip lock bags)
- Mixed paper (books, catalogs, cereal and shoe boxes, chipboard, copy paper, computer paper, junk mail/envelopes, white/colored paper, magazines, paper bags, and telephone books)
- Newspaper
- Office paper
- Organics
- Paint cans
- Plastic bags

- Plastic bottles (types #1 through #7), soda and water bottles, milk and juice jugs and bottles
- Scrap metal
- Scrap plastics
- Steel and tin food and beverage cans.

Residential customers commingle all of their recyclable materials into one 64-gallon or 96-gallon cart. AWS currently collects residential curbside recyclables bi-weekly. AWS takes recyclable materials to the Pacific Rim facility where they are separated on a Materials Recovery Facility (MRF) sort line.

C. Goals and Objectives of Rate Review

The Manual specifies that the primary goal of the rate setting process and methodology is to determine fair and equitable residential refuse collection charges that provide a reasonable profit level to AWS. Fairness is demonstrated through a rigorous review of AWS's actual revenues and expenses. Residential charges also must be justifiable and supportable.

Rate setting is prospective. The County sets rates in advance of when actual results occur. The County must therefore base rates on careful projections.

To set rates, the County reviews trends in prior, current, and projected revenues, costs, and profits. The County sets rates that are intended to cover AWS's costs of operations and allow a reasonable profit.

The County uses the operating ratio (OR) method to project the profit level allowed to AWS in a base year. The actual OR level received by AWS in a base year, and in subsequent interim years, is not however, guaranteed.

D. Scope of Rate Review

The County based the scope of work for this review on the requirements in the Manual. The base year process has eleven (11) steps, seven (7) of which are the County's responsibility. AWS is responsible for the other four (4) steps.

Crowe, as the Consultant, provided assistance to the "County" for six steps in the rate review process (#2, #3, #5, #6, #9, and #10). We carefully reviewed and analyzed the 2016 rate application. We conducted our review in accordance with procedures described in the Manual. We completed the following activities during our review:

- Verified the application was complete[3]
- Determined data presented in the application were mathematically correct and consistent
- Reviewed the reconciliation of calendar year 2014 financial information provided in the application to the 2014 financial audit
- Compared actual 2014 results with estimated 2015 and projected 2016 financial results
- Analyzed significant historical fluctuations in major cost categories
- Examined the relationships between financial and operating information for reasonableness
- Reviewed AWS franchise fees payments to the County
- Presented a survey of rates in other similar neighboring communities.

Crowe submitted a formal data request to AWS on August 27, 2015. Crowe received AWS responses on September 18, 2015. Crowe met with AWS management on October 16, 2015, to ask remaining follow-up questions, and provide AWS with an opportunity to provide additional context regarding the rate application.

[3] We summited a letter of completeness to AWS on August 5, 2015.

E. History of Collection Rates

Rate changes, since the County adopted the Manual in 1998, increased on a compounded basis by between 0.79 and 1.5 percent per year over the seventeen years since 1998, and are shown in **Table 3**.

Table 3
Unincorporated Contra Costa County
Historical Allied Waste Service Residential Refuse Collection Rate Changes
(1998 to 2015)

Year	Percent Change in Rate
1998	+ 2.5 to 14.5 percent depending on the service level (base year)
2001	+ 3.3 percent (interim year)
2003	- 5.0 percent (base year)
2004	+ 2.6 percent (interim year)
2005	+1.7 percent (interim year)
2006	+ 3.3 percent (interim year)
2007	+5.5 percent (interim year)
2008	0.0 percent (base year)
2009	New variable rate structure (interim year)
2010 to 2015	No rate changes

The County conducted the last base year rate review of AWS in 2012. In its 2012 rate application, AWS requested a 2.03 percent rate increase. Results of this rate review conducted by R3 Consulting Group, recommended a rate decrease of 10.20 percent. This report was dated April 3, 2012. The County did not implement a rate reduction at that time and rates remained stable. The rate surplus resulting from the 2012 rate review provided a “credit” to offset subsequent interim year rate increases allowed by the Rate Manual, and generated a source of funding to help offset other new program costs.

AWS residential rates have not changed since 2009 (commercial rates increased by 0.95 percent in 2011). The consumer price index for the San Francisco-Oakland-San Jose area has increased by approximately 17 percent since 2009 and has increased by approximately 13 percent since 2011.

F. 2016 Base Year Rate Application

The County received AWS’s Base Year Rate Change Application (Application) on July 10, 2015. A copy of the Application is provided in **Attachment A**, at the end of this report. AWS used year-to-date information (i.e., first quarter) to estimate 2015 financial results. Year 2016 results are entirely projected in the Application.

AWS requested a 33.53 percent rate increase effective January 1, 2016 (for combined Options 1 and 2). This request corresponds to a $5.33 per customer, per month, increase in the 32 gallon rate, the most common County service level.

Our review did not represent a financial audit of AWS. Hood & Strong LLP completed a 2014 financial audit of all AWS operations, including the County (under the name Republic Services of Contra Costa County, provided in Attachment A). For purposes of preparing the 2014 cost data for the Application, AWS allocated unincorporated County costs from total audited AWS costs.

G. Review of 2016 Base Year Rate Application

This section details findings from Crowe's review of AWS's 2016 Application. We identified the impact of each finding in terms of a dollar value increase or a decrease in the 2016 "revenue requirement" identified in the Application. The revenue requirement is the amount of revenue that AWS needs to collect, through rates charged to customers, to cover costs of providing the service plus a reasonable financial return. Increasing the revenue requirement will result in an increase in rates, and decreasing the revenue requirement will result in a decrease in rates.

Crowe reviewed the Application for consistency with the Manual, County policies, and waste management industry practices. In our review of AWS financial results, we compared year-to-year changes in revenues and costs for reasonableness and solicited explanations from AWS for material changes. We examined actual results from 2014, estimated results for 2015, and projected results for 2016. Our adjusted rate model is provided in **Exhibit B-1**, of **Attachment B**.

1. AWS Financial and Operating Results Since the 2012 Base Year

In **Table 4**, we compare County approved rate changes with changes in residential revenues and residential accounts. Residential revenues decreased 3.6 percent between 2012 and 2014. The decrease is mainly due to customer downsizing of containers (waste volumes declined 2.3 percent during this time). Offsetting this downsizing effect, the number of residential accounts increased 4.2 percent between 2012 and 2014.

Table 4
Unincorporated Contra Costa County
Comparison of Residential Rate Increases with Changes in Residential Revenues and Accounts (2012 to 2014)

Year	Rate Increases	Change in Residential Accounts	Change in AWS Residential Collection Revenues
2012 to 2014	0.0%	4.2%	-3.6%

In **Table 5**, we compare County approved commercial and light industrial rate changes with changes in commercial and light industrial service revenues and tons. From the time series, we find that there was no change to rates between 2012 and 2014, while commercial and light industrial tonnage increased by 6.4 percent.

Even with this increase in commercial tons, total commercial revenues declined by 0.6 percent. The increase in tonnage came from the light industrial (debris box) activity which also experienced an increase in revenues. Offsetting this industrial sector revenue increase were material reductions in commercial bin service revenues caused by customers downsizing their service levels.

Table 5
Unincorporated Contra Costa County
Comparison of Commercial and Light Industrial Rate Increases with Changes in Commercial and Light Industrial Waste Revenues and Tonnage (2012 to 2014)

Year	Rate Increases	Change in Commercial and Light Industrial Tons	Change in AWS Commercial and Light Industrial Collection Revenues
2012 to 2014	0.0%	6.4%	-0.6%

For the above comparison, in addition to rate changes, we used the number of accounts as a proxy for changes to residential revenues while we used tonnage as a proxy for changes to commercial revenues. Tonnage is often more applicable for the commercial sectors as businesses are more inclined, than the residential sector, to adjust their service level based on tonnage changes. However, we found that as

residential accounts increased, residential tonnage decreased indicating residential customers reduced their service levels between 2012 and 2014.

Between 2012 and 2014, total AWS unincorporated County revenues decreased while costs increased, as shown in **Table 6**. AWS costs increased 0.8 percent, while AWS revenues decreased 1.23 percent. During this same 2012 to 2014 period, AWS's actual operating ratio ranged from 93 to 97 percent.[4]

Table 6
Unincorporated Contra Costa County
Change in AWS Revenues and Costs
(2012 to 2014)

Description	Percent Change
Revenues	-1.23%
Costs	0.8%

2. Method for Allocating AWS Costs to County Areas

AWS directly assigned revenue to each unincorporated County area. AWS's billing system coded revenue by the jurisdiction in which the customer lives. Typically customers are billed in advance of services provided. AWS recognized revenue in the month earned.

Table 7 below, shows methods used by AWS to allocate consolidated AWS costs to unincorporated County areas. AWS allocated nearly all consolidated costs to unincorporated County areas using tonnage.

Table 7
Unincorporated Contra Costa County
Methodology Used by AWS to Allocate Consolidated AWS Costs to the County

Cost	Allocation Method
Direct Expenses	
Direct labor	Labor Hours
Disposal Fees	Direct
Franchise Fees	Direct
Indirect Expenses	
Corporate Overhead	Tonnage (by sector)
Depreciation	Tonnage (by sector)
General and Administrative	Tonnage (by sector)
Interest Expense	Tonnage (by sector)
Other Operating Expense	Tonnage (by sector)
Professional Fees	Tonnage (by sector)
Supervisory	Tonnage (by sector)

AWS determined tonnage for each service area using a combination of three internal reports (1) Daily Disposal Reports, (2) Route Analysis Report, and (3) Service History Report. AWS runs each report monthly to allocate costs by route and jurisdiction: the number of lifts, the number of operating hours and the number of tons. Daily Disposal Reports identify the total tonnage for each route delivered to the

[4] The County's target operating ratio during base years is 90 percent. A larger operating ratio represents a smaller than expected return.

transfer station per month. The Route Analysis Report identifies monthly operating hours by route. The Service History Report tacks the number of monthly lifts per customer for each route. AWS allocates costs using two different methods with data from the three internal reports:

- Method one, used to allocate total direct labor costs, takes total monthly operating hours by route and allocates hours to specific jurisdictions based on the percentage of lifts per route. The percentage of operating hours for each jurisdiction is then applied to the corresponding month's costs.
- Method two, used to allocate total corporate & local general & administrative and total trucking and equipment costs, uses disposal volumes to allocate costs. The allocation is based on the yards per lift from each route using data from specific jurisdictions.

The tonnage allocation method is acceptable to allocate AWS costs to unincorporated County areas as the method is consistent with waste management industry practice. Pooled costs that AWS allocated to each jurisdiction, using tonnage, also generally do not vary between jurisdictions.

As shown in **Table 8**, we examined total unincorporated County financial results against a basic operating metric of tonnage to determine reasonableness. How total unincorporated County figures compared with an operating metric such as tonnage was more relevant than area specific costs and revenues because rates are set based upon AWS's revenue requirement for total unincorporated County operations. We found these comparisons to be relatively consistent between financial results and tonnage.

Table 8
Comparison of County's Revenues and Expenses with Tonnage
(Calendar Year 2014)

Description	County	Audited AWSCCC Financial	Percent of Total
Total Revenues	$2,421,576	$71,955,129	3.4%
Direct Labor	$542,436	$13,392,766	4.1%
Tipping Fees	$434,388	$14,196,051	3.1%
Trucking and Equipment	$312,087	$8,672,017	3.6%
Total Costs	$2,359,065	$58,606,388	4.0%
Total Tonnage	9,032.7	250,908	3.6%

AWS has transactions with related parties. These transactions required careful scrutiny and are identified in **Table 9**.

Table 9
Allied Waste Services
Related Party Transactions

Cost Element	Related Party
Transfer	Contra Costa Transfer and Recovery
Landfill disposal	Keller Canyon Landfill

3. Review of AWS Revenues, Costs, and Profits for Option 1

In addition to reviewing the Application for changes in revenues, costs, and profits of existing ongoing AWS operations, we verified that reasonableness of the costs associated with the list of new programs and services described in the "Services Provided to the County" section below.

This section describes our review of each revenue, cost, and profit category. We identify various adjustments to the Application. The revenue requirement is equal to the sum of the following:

- Total allowable costs
- Allowable operating profits
- Total pass through costs.

AWS's requested County revenue requirement (Option 1 and 2), as submitted in the Application, is $3,175,340. This figure is shown on line 30 of the Application in Attachment A.

i. Revenues

Residential Revenues

AWS projected no change in residential revenues between 2015 and 2016. AWS indicated in its Application that residential accounts decreased a modest 0.4 percent in 2015. AWS expects residential accounts to remain at 2015 levels in 2016.

We obtained AWS's most current projection of residential revenue data and accepted this data for the 2016 projection. With this most recent residential revenue data we increased residential revenues (after bad debt) by $6,852 from $853,596 in the Application to $860,483 (before the adjustment for bad debt).

Net Impact:

[Decrease in the 2016 revenue requirement of $6,852]

Commercial and Light Industrial Revenues

AWS projected no change in commercial and light industrial revenues between 2015 and 2016. Commercial and light industrial revenues dipped in 2014, but in general have been relatively stable since 2012.

We annualized year to date commercial and light industrial revenues (using data through August 2015, prior to the removal of the charges for commercial recycling collection revenues) based on data provided by the company and data reconciled to revenue data reported to the County. This resulted in annualized commercial and light industrial revenues of $1,625,164.

We then adjusted this figure by the removing the projected loss in commercial recycling collection revenues for 2016. The commercial recycling collection revenue data was obtained from the company for the January to August 2015 period. Based on data provided by the company, the estimated annualized loss in commercial recycling revenues in 2016 is $86,372. This resulted in projected 2016 commercial and light industrial collection revenues (before bad debt) of $1,538,792 ($1,625,164 less $86,372).

Net Impact:

[Decrease in the 2016 revenue requirement of $21,418]

ii. Costs

Escalation Factor

Because 2016 is a projection year, we assumed certain AWS costs would increase at a rate equal to the most recent change in the Consumer Price Index for the San Francisco-Oakland-San Jose area (all items, all urban consumers). We historically have used the CPI change from August to August for purposes of determining interim year adjustments and projecting costs. The August 2014 to August 2015 this CPI increased 2.59 percent (259.917 – 253.354)/253.354).

Where inflation was used, we adjusted the Application to reflect this 2.59 percent CPI compared to the 2.50 percent CPI used by AWS in its Application. Consistent with how we treat interim year rate adjustments (i.e., those between base years) in the Manual, we recommended that the County use this 2.59 percent escalation factor to project AWS inflationary expenses for 2016.

Direct Labor

AWS projected labor costs to increase 4.0 percent for both 2015 and 2016. The increase is based on anticipated costs associated with a new union agreement, currently under negotiation. The projected 4.0 percent increase in labor costs for 2016 is consistent with previous 2015 increases to hourly wages and benefits (including health and welfare and pension). Based on our experience with recent local area union labor agreements, an annual estimate for increases in wages and benefits of 4.0 percent is reasonable.

Net Impact:

[No change to the 2016 revenue requirement]

Tipping Fees (Profit Allowed)

Tipping fees charged to County ratepayers reflect costs of operating the Contra Costa Solid Waste Transfer Station and Recovery (CCTR) and the costs of the Keller Canyon Landfill. The rate charged to AWS franchised customers at this facility is $86.85 per ton in 2016.

Tipping fees are allowed with profit up to $43.08 per ton. Amounts above $43.08 per ton are treated as a pass-through expense. The Manual specifies a cap on tipping fees allowed with profit at $43.08 per ton. Tipping fees in excess of $43.08 per ton are treated as a pass through expense.

We determined that the tonnage for 2015 included in this calculation equaled 10,532. This tonnage was inclusive of 9,033 tons of refuse (shown as waste tonnage on the Application) and 1,500 tons of greenwaste. This tonnage was based on annualizing six months of year to date 2015 tonnage data. There is a projected increase in refuse tonnage by approximately 434 tons (5 percent) from 2014 which is equally spread across all of the sectors (residential, commercial, and industrial).

Tipping fees projected in the Application for 2016 were $891,824. Of this total, the Application specifies $453,726 of these fees as an allowable expense with profit and $438,098 as a pass through expense. We recommend that the County use this $891,824 in tipping fees for 2016.

Net Impact:

[No change to 2016 revenue requirement]

Corporate and Local General and Administrative Costs

The Manual specifies a cap on corporate and local general and administrative costs equal to 13.2 percent of the total revenue requirement. Projected 2016 corporate and local general and administrative costs of $291,299 are approximately 10 percent of the revenue requirement and within the cap guideline. We allowed a 2.59 percent increase in this category for 2016 compared to the 2.5 percent in the Application, resulting in an increase of $239 in the revenue requirement.

Net Impact:

[Increase in the 2016 revenue requirement of $239]

Trucking and Equipment Costs

AWS projected an increase in trucking and equipment costs of 2.5 percent based on their estimate of for inflation. Projected trucking and equipment costs are reasonable and consistent with the prior costs for this category. We adjusted this cost for the 2.59 percent inflation escalation, resulting in an increase of $289 in the revenue requirement.

Net Impact:

[Increase in the 2016 revenue requirement of $289]

Depreciation and Other Operating Costs

Consistent with the waste management industry, we recommend that the County disallow amortization of franchise purchases. The operating ratio is designed to provide a return to the hauler sufficient to compensate AWS for its investment in the business. We reduced the revenue requirement by the estimated amount of amortization for 2016 of $15,576 based on the historical average level of amortization included in AWS costs. Additionally, we allowed the 2.59 percent versus 2.50 percent inflationary adjustment.

Net Impact:

[Decrease in the 2016 revenue requirement of $15,319]

Services Provided to County

AWS included the costs to implement the mandatory commercial recycling program. AWS included costs, consistent with agreed upon figures in Exhibit F of the Franchise Agreement, supporting the addition of a mandatory commercial recycling program in conjunction with Assembly Bill 341 (see **Attachment E,** including a portion of a Recycling Coordinator position**).** This program was phased in September 1, 2015. We reviewed and verified that these costs are fully reflected in the individual cost categories within the 2016 projection.

AWS included the following new/enhanced services in the Services Provided to County line item for the projection year 2016:

- *County On-call illegal dumping removal from Right-of Way (ROW) and On-Call Abatement Project Debris Removal:* We included an annual cost capped at $13,000 for these County requested services
- *Compost Source Separated Organics* rather than use as ADC: Minor incremental increase in labor and vehicle costs based on additional miles traveled to West County facility rather than Keller Canyon
- *Commercial Organics/Food Waste Collection*: Projected increase in costs of $73,622 for the program. The program has an assumed start date of April 1 in order to ensure shared truck/equipment cost with City of Martinez and incorporate the incremental cost increase allocated to the County franchise area. There was no cost for this program included in the Application.
- *Provide two on call bulky household items pickups per customer, at no charge*
- *Provide 16, 20-yard debris boxes for the community clean-up program*
- *Provide curbside collection of household batteries, plastic bags, and compact fluorescent bulbs*.

We made an adjustment to the Application to reduce the combination of County ROW/on-call abatement costs to a maximum annual amount of $13,000 and add a cost to account for AWS funding County HHW operations. The average HHW program cost for 2013 and 2014 was $6,625. **Table 10** summarizes the new costs included for each program for 2016.

Net Impact:

[Increase to the 2016 revenue requirement of $75,188]

Franchise Fees

The County franchise agreement with AWS specifies that the County can establish an amount equal to "a percentage of Contractor's [AWS's] Gross Annual Revenues" with the "amount, time and frequency of payment of such fees established by the County."

The franchise fee paid by AWS to the County is currently equal to five (5) percent of gross revenues. The County is considering a franchise fee of seven (7) percent of gross revenues. Gross revenues include all residential, commercial, and light industrial refuse and recycling revenue. Franchise fees are a pass through expense which do not earn profit.

A summary of historical franchise fee payments made by AWS to the County is provided in **Table 11**. Amounts included in AWS's Application, AWS detailed records, and in County records are very similar and the differences are considered immaterial and likely due to accounting versus payment timing differences.

AWS included a franchise fee of seven (7) percent for the 2016 projection. We made adjustments to the franchise fee based on the other findings noted above that modified the revenue requirement.

Net Impact:

[Increase in the 2016 revenue requirement of $5,051]

Table 10
Allied Waste Services
Costs of New/Enhanced Services
(Projection Year 2016)

Description	In Original Application	Allowed Increase in Allowable Costs
County On-call illegal dumping removal from Right-of Way (ROW) and On-Call Abatement	$20,000	$13,000
Compost source separated organics (rather than use as ADC)	0	1,941[5]
Commercial Organics/Food Waste Collection	0	73,622
Provide two on call bulky household items pickups per customer, at no charge	5,000	5,000
Provide a total of 16, 20-yard debris boxes for the community clean-up program (an additional 10 boxes)	3,500	3,500
Provide curbside collection of household batteries and compact fluorescent bulbs	12,000	12,000
Subtotal	$40,500	$109,063
HHW Program Costs (Paid to County)	0	$6,625
Total	$40,500	$115,688
Adjustment		$75,188

[5] There is an additional amount of $7,765 which has been included in direct labor costs.

Table 11
Allied Waste Systems
Comparison of Franchise Fees Paid to County
(2013, 2014 and 2015)

Year	Application	AWS Payment Records	County Reports
2013	$	$120,559	$120,559
2014	$128,736	$120,364	$120,355
2015 (Through Sept)	N/A	$102,291	$99,026

iii. Profits

Total allowable costs for the projection year 2016 are $2,201,272. The Manual specifies that should the operating ratio for the base year fall between 88 percent and 92 percent, rates would remain unchanged in the base year.

Table 12 shows the operating ratio calculation for 2016. Without any changes to rates, the company would receive an operating ratio of 125.3 percent. In accordance with the Manual, because this operating ratio falls outside the 88 to 92 percent range, rates are reset for a 90 percent operating ratio.[6]

The operating ratio calculation is as follows:

Operating Ratio (OR) =

Total Allowable Costs

Total Allowable Costs + Allowable Operating Profit

The OR calculation is shown in **Table 13**, following Table 12. We calculate allowable profit of $244,586, at the allowable 90 percent operating ratio.

Net Impact:

[Increase to the 2016 revenue requirement of $6,711]

Table 12
Allied Waste Services
Calculation of Actual Operating Ratio
(Projection Year 2016)

Description	Amount
Total Revenues (line 21)	$ 2,412,524
Less Total Allowable Costs (line 7)	(2,201,272)
Less Franchise Fees (line 23)	(217,072)
Less Pass-Through Costs (line 11)	(438,098)
Equals Profits (Loss) (with adjustments and no rebasing)	($443,918)
Operating Ratio (with adjustments and no rebasing)	$2,201,272 / ($2,201,272 – $443,918) = 125.3%

[6] Source: Rate Setting Manual, page I-14.

Table 13
Allowable Profit Calculation
(Projection Year 2016)

Description	Amount
(Total Allowable Costs / Operating Ratio) – Total Allowable Costs	($2,201,272/90 percent) - $2,201,272
= Allowable Operating Profit	= $244,586

With the company's profit level rebased to 90 percent, we recommend a rate increase of 28.8 percent for Option 1. This is shown in the Crowe Adjusted 2016 column of Exhibit B-1 in Attachment B.

4. Review of Additional AWS Revenues, Costs, and Profits for Option 2

Evaluation of Proposed New Service Changes

We verified that reasonableness of the costs of the following new program below:

- *Shift from bi-weekly to weekly curbside recycling services* – Currently, unincorporated County residential customers receive bi-weekly curbside recycling services. AWS submitted information supporting the impact of shifting to a weekly curbside recycling program. The increase in the revenue requirement from this program is $140,056 per year. Further details are provided in **Attachment D**.

Net Impact:

[No change to the 2016 revenue requirement]

With the company's profit level rebased to 90 percent, we recommend a rate increase of 34.7 percent for Option 2. This is shown in the Crowe Adjusted w/Weekly Program 2016 column of Exhibit B-1 in Attachment B.

5. Components of Residential Rates

There are a number of cost components which are included in residential rates. Using the 32-gallon residential cart rate as an example, the pie chart in **Figure 1** shows the major components of the projected 2016 rates, and the relative costs of each component. Line item references are made to the Application. **Table 14** shows that the components of the single can rate have remained relatively stable over time since 1998. Cost categories are described below:

- **Direct Labor** includes compensation of the waste removal staff, including regular time, overtime, payroll taxes, and associated benefits. This category corresponds to Direct Labor (Line 1) of the Application.
- **Tipping Fees** include all charges for the disposal of solid waste at a landfill or transfer station, which are currently set at $86.85 per ton. A cap on the allowable expense portion of tipping fees is set at $43.08 per ton. The remaining fees between $43.08 and $86.85 per ton treated as are a pass-through expense. These tipping fees also include transportation costs from the transfer station to the landfill. This category corresponds to Tipping Fees with Profit (Line 2) and Tipping Fees (Pass-Through) (Line 11) of the Application.
- **Corporate and Local General and Administrative Costs** include accounting, office space rental, utilities, office supplies, legal services, insurance, postage, etc. for AWS. These costs are identified as Corporate and Local General and Administrative Costs (Line 3), Services Provided to County (Line 6), and County Administrative Fees (Line 10) of the Application.
- **Trucking and Equipment** includes depreciation and leases of trucks, fuel expense, licenses, parts, tires, and associated repair and maintenance expenses. These costs are identified as

Trucking and Equipment (Line 4) and Depreciation and Other Operating Costs (Line 5) of the Application.

- **Profit** is any revenue which exceeds expenses (total allowable costs plus total pass-through costs). The operating ratio method is used to determine allowable profit, as discussed in the profit analysis section of this report. Profit is shown in Line 9 of the Application.
- **County's Franchise Fee** is 7.0 percent of total residential/curbside recycling, commercial, and light industrial revenues. Franchise fees are shown in Line 23 of the Application.

Figure 1
Components of Rate
(Projection Year 2016)

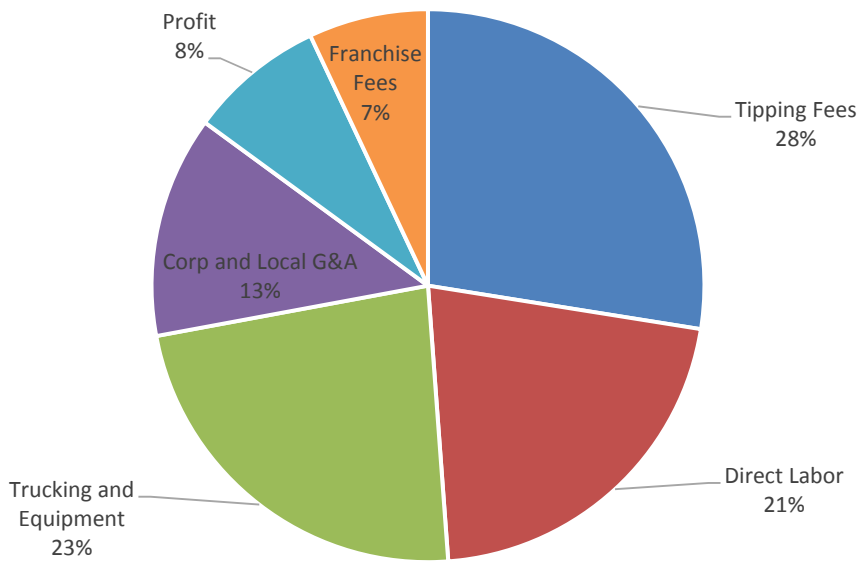

Table 14
Components of Single Can Rate Over Time
(1998 to 2016)

Description	1998	2002	2008	2012	2016
Tipping Fees	31%	29%	30%	23%	28%
Direct Labor	21%	24%	21%	23%	21%
Trucking and Equipment	21%	21%	24%	23%	23%
Corporate and Local G&A	13%	12%	11%	12%	13%
Profit	9%	9%	9%	14%	8%
Franchise Fees	5%	5%	5%	5%	7%

H. Comparison of Rates and Services to Other Neighboring Jurisdictions

Recommended 2016 Allied/Unincorporated County rates for Option 1 were compared with survey data from other County franchise areas and a sample of neighboring jurisdictions. Results of the survey are summarized in **Attachment C**. **Tables C-1** through **C-3** show how recommended 2016 Allied/County Option 1 rates compare to the average of the other incorporated and unincorporated areas surveyed.

In Table C-1, we compare the Allied/Unincorporated County residential rates with averages of the other franchise areas surveyed. Compared to the other franchise areas, proposed 2016 Allied/County residential rates for Option 1 were significantly below the average for all service levels. The proposed rates are between 29 percent and 39 percent below the average of other unincorporated franchise areas, and between 26 percent and 41 percent below the average of the incorporated areas surveyed.

For the commercial (bin) sector, as shown in Table C-2, County rates under Option 1 also were significantly below the average rates in other franchise areas. Rates ranged from 14 percent to 31 percent below the average of other unincorporated franchise areas surveyed, and between 28 percent and 31 percent below the average of the incorporated areas surveyed.

For the 20 cubic yard industrial (debris box) rate, as shown in Table C-3, County rates under Option 1 were 28 percent below the average of surveyed jurisdictions. This comparison is based on a representative two (2) ton load.

Attachment A: Rate Application and Audited Financial Statements

Attachment A includes the 2016 Base Year Rate Change Application (Application) submitted by AWS to the County July 10, 2015. In the Application, AWS proposed to increase unincorporated County collection rates by 33.53 percent on January 1, 2016. The Application included the following forms:

- Financial information
- Cost summary for year 2014
- Revenue summary
- Single family residential revenues summary (including current rates and accounts)
- Operating information
- Rate change requested (including current and proposed rates).

Information provided in the Application was for the following five (5) years:

- Actual prior years, 2012 to 2014 (including audited 2014 results)
- Current year estimated, 2015
- Base year projected, 2016.

Attachment A also includes the 2014 audited financial statements submitted by AWS (now referred to as Republic Services of Contra Costa County) on July 1, 2015 to the County. Hood and Strong LLP, a certified public accountant, prepared the audited financial statements. The audit opinion is unqualified. In **Table A-1**, below, we reconcile the difference in total AWS costs in the 2014 audit, with total AWS costs shown on page 2 of 6 of the Application.

Table A-1
Allied Waste Systems (Republic Services of Contra Costa County)
Reconciliation of Total AWS Costs on Audited Financial Statement to Rate Application
(Calendar Year 2014)

Description	Amount
Audited AWS financial statement costs (consolidated for all operations)	$58,606,372
Plus difference due to rounding	16
Equals total AWS costs in Application (row 42, page 2 of 6)	$58,606,388

Additionally, Hood & Strong provided a supplemental schedule of operations (page 17 of the audit) that includes financial information for unincorporated Contra Costa County alone. This was in addition to the consolidated audited financial statements for AWS. We reconciled this data to the Application in **Table A-2** on the following page.

Table A-2
Allied Waste Systems (Republic Services of Contra Costa County)
Reconciliation of AWS Unincorporated County Costs
(Provided in Supplemental Schedule Included with Audited Financial Statement)
To Costs in Rate Application
(Calendar Year 2014)

Description	Amount
Operating costs included in supplemental schedule to audited financial statements (unincorporated County operations only)	$2,357,844
Plus difference due to rounding	1,221
Equals total AWS unincorporated County costs in Application (row 42, page 2 of 6)	$2,359,065

Financial Information

Base Year
Rate Change Application

		Actual Historical Years			Estimated Current Year	Projected Base Year
		Year 1	Year 2	Year 3	Year 4	Year 5
		2012	2013	2014	2015	2016
	Section 1 - Allowable Costs					
1.	Direct Labor	502,525	509,939	542,436	564,134	694,723
2.	Tipping Fees (Profit Allowed)	410,173	419,113	434,338	453,726	453,726
3.	Corporate and Local General and Administrative Costs	318,358	234,453	257,793	270,091	295,843
4.	Trucking and Equipment	308,964	286,229	312,087	321,325	437,305
5.	Depreciation and Other Operating Costs	274,477	280,077	282,655	285,322	341,288
6.	Services Provided to City			-	-	40,500
7.	Total Allowable Costs (Lines 1+2+3+4+5+6)	1,814,498	1,729,812	1,829,310	1,894,597	2,263,385
	Section II - Allowable Operating Profit					
8.	Operating Ratio	92.9%	93.5%	97.4%	97.4%	90.0%
9.	Allowable Operating Profit [(Line 7 / Line 8) - Line 7]	139,164	120,735	48,473	50,203	251,487
	Section III - Pass Through Costs without Franchise Fees					
10.	Administrative Fee	-	-	-	-	-
11.	Tipping Fees (Pass Through)	341,525	370,470	401,019	444,247	438,194
12.	Total Pass Through costs (without Franchise Fees) (Lines 10+11)	341,525	370,470	401,019	444,247	438,194
	Section IV - Revenue Requirement without Franchise Fees					
13.	Total Allowable Costs (Line 7) plus Allowable Operating Profit (Line 9) plus Total Pass Through Costs (without Franchise Fees) (Line 12)	2,295,188	2,221,017	2,278,802	2,389,048	2,953,066
	Section V - Revenue without Rate Change in Base Year					
14.	Residential Revenue					853,596
15.	Less Allowance for Uncollectible Residential Accounts					4,268
16.	Total Residential Revenue (without Rate Change in Base Year)	887,029	841,785	855,466	853,596	849,328
17.	Commercial and Light Industrial Revenue					1,517,266
18.	Less Allowance for Uncollectible Commercial and Light Industrial Accounts					7,586
19.	Total Commercial/Light Industrial Revenue (without Rate Change in Base Year	1,526,468	1,492,460	1,517,266	1,517,266	1,509,680
20.	Recycled Material Sales	38,268	35,168	48,843	24,629	25,245
21.	Total Revenue (Lines 16+19+20)	2,451,764	2,369,413	2,421,576	2,395,492	2,384,253
	Section VI - Net Shortfall (Surplus)					
22.	Net Shortfall (Surplus) without Franchise Fees (Line 13 - Line 21)					568,813
23.	Residential/Commercial/Light Industrial Franchise Fees (see calculation below)	120,799	116,896	128,736	150,820	222,274
24.	Net Shortfall (Surplus) with Franchise Fees (Line 22 + 23)					791,086
	Section VII - Percent Change in Rates					
25.	Total Residential/Commercial/Light Industrial Revenue Prior to Rate Change (Lines 16 +19)					2,359,008
26.	Percent Change in Existing Residential/Commercial/Light Industrial Rates (Line 24 / Line 25					33.53%

Franchise Fee Calculation

Equation 1)	Line 13 X .10 = X	2016	
Equation 2)	Line 13 + X		
X = (Line 13 x 0.10) / 0.90		222,274	

Summary Revenue Requirement

27.	Total Allowable Costs (Line 7)	2,263,385
28.	Allowable Operating Profits (Line 9)	251,487
29.	Total Pass Through Costs (with Franchise Fees) (Line12+23)	660,467
30.	2016 Revenue Requirement (Lines 27+28+29)	3,175,340
	Franchise Fee Rate	7.00%

Base Year
Rate Change Application

Cost Summary for Year 2014

Section VIII - Base Year Cost Allocation

	Description of Cost	County	Non-CCCSWA and Non-County	CCCSWA Areas	Audited AWSCCC Financial	Allocation Bases(s)	
	Labor - Regular (Includes Benefits & Taxes)	542,436	7,555,857	5,294,473	13,392,766	Labor Hours	4%
	Labor - Overtime (Includes Benefits & Taxes)					Labor Hours	
	Benefits					Labor Hours	
	Payroll Taxes					Labor Hours	
31.	Total Direct Labor	542,436	7,555,857	5,294,473	13,392,766	Labor Hours	
32.	Total Tipping Fees (Profit Allowed)	434,338	7,351,450	6,410,263	14,196,051	Tonnage	3.1%
	Accounting	257,793	3,932,491	2,902,563	7,092,847	Tonnage	
	Computer Services					Tonnage	
	Dues and Subscriptions					Tonnage	
	Insurance					Tonnage	
	Laundry					Tonnage	
	Legal					Tonnage	
	Management Fees (Corporate/Region OH)					Tonnage	
	Miscellaneous and Other					Tonnage	
	Non-Deductible					Tonnage	
	Office Expense					Tonnage	
	Operating Supplies					Tonnage	
	Outside Services					Tonnage	
	Public Relations and Promotion					Tonnage	
	Taxes and Licenses					Tonnage	
	Telephone					Tonnage	
	Travel					Tonnage	
	Utilities					Tonnage	
33.	Total Corporate and Local G&A Costs	257,793	3,932,491	2,902,563	7,092,847	Tonnage	
	Equipment Rental					Tonnage	
	Gas & Oil					Tonnage	
	Insurance					Tonnage	
	Parts					Tonnage	
	Repair and Maintenance					Tonnage	
	Tires					Tonnage	
	Other	312,087	4,253,337	4,106,593	8,672,017	Tonnage	3.60%
34.	Total Trucking and Equipment	312,087	4,253,337	4,106,593	8,672,017	Tonnage	
	Depreciation - Buildings					Tonnage	
	Depreciation - Vehicles	193,749	3,001,363	769,548	3,964,660	Tonnage	
	Depreciation - Containers					Tonnage	
	Other Operating Costs	88,907	686,121	512,777	1,287,804	Tonnage	
35.	Total Depreciation and Other Operating Costs	282,655	3,687,484	1,282,325	5,252,464	Tonnage	
36.	Total Services Provided to City					Direct	
37.	**Total Allowable Costs (Lines 31+32+33+34+35+36)**	1,829,310	26,780,618	19,996,217	48,606,145	N/A	
38.	Total City Administrative Fee					N/A	
39.	Total Tipping Fees (Pass Through)	401,019			401,019	Direct	
40.	Total Residential/Commercial/Light Industrial Franchise Fees	128,736	4,843,417	4,627,070	9,599,224	Direct	
41.	**Total Pass Through Costs (Lines 38+39+40)**	529,755	4,843,417	4,627,070	10,000,243	N/A	
42.	**Total Costs (Lines 37 + 41)**	2,359,065	31,624,035	24,623,287	58,606,388	N/A	

Completed 7/10/15

Base Year
Rate Change Application

Revenue Summary

Section IX - Revenue

		Actual Historical Years			Estimated Current Year	Projected Base Year
		Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016
	Single Family Residential Service					
43.	Single Family Residential Revenue (Base Year from Page 4 of 6)	887,029	841,785	855,466	853,596	853,596
	Multiunit Residential Service (all contained within the Single Family Service)					
44.	Number of Accounts					
45.	Mulitunit Residential Revenue					
46.	Residential Revenue (w/o Allowance for Uncollectible Accounts)(Line 43+45)	887,029	841,785	855,466	853,596	853,596
47.	Allowance for Uncollectible Accounts	4,435	4,209	4,277	4,268	4,268
48.	**Total Residential Revenue (Line 46 + Line 47)**	882,594	837,576	851,189	849,328	849,328
	Commercial and Light Industrial Can Service					
49.	Number of Accounts	100	101	95	95	95
50.	Commercial and Light Industrial Can Revenues	128,650	129,987	122,343	122,343	122,343
	Commercial and Light Industrial Bin Service					
51.	Number of Accounts	158	159	158	154	154
52.	Commercial and Light Industrial Bin Revenues	1,066,068	1,030,080	1,035,409	1,035,409	1,035,409
	Commercial and Light Industrial Drop Box Service					
53.	Number of Accounts	31	38	31	29	29
54.	Commercial and Light Industrial Drop Box Service	331,749	332,393	359,514	359,514	359,514
55.	Commercial and Light Industrial Revenue (w/o Allowance for Uncollectible Accounts) (Lines 50+52+54)	1,526,467	1,492,460	1,517,266	1,517,266	1,517,266
56.	Allowance for Uncollectible Commercial and Light Industrial Accounts	7,632	7,462	7,586	7,586	7,586
57.	**Total Commercial and Light Industrial Revenue (Line 55 + Line 56)**	1,518,835	1,484,998	1,509,679	1,509,679	1,509,679
58.	**Recycled Material Sales**	38,268	35,168	48,843	24,629	25,245
59.	**Total Revenue (Lines 48+ 57+58)**	2,439,696	2,357,742	2,409,712	2,383,637	2,384,253

Base Year
Rate Change Application

Single Family Residential Summary

Section X - Single Family Residential Revenue

				Projected Base Year 2016
Single Family Residential Revenue (without Rate Change in Base Year)		**Current Rate/Month**	**Projected Accounts**	**Total**
20 GALLON CART	ALHAMBRA VALLEY	12.15	30	4,374.00
20 GALLON CART	BAY POINT	12.15	155	22,599.00
20 GALLON CART	CENTRAL SANITARY	12.15	17	2,478.60
20 GALLON CART	CONCORD	12.15	9	1,312.20
20 GALLON CART	MORGAN TERRITORY	12.15	12	1,749.60
20 GALLON CART	PACHECO	12.15	98	14,288.40
20 GALLON CART	PLEASANT HILL UNINCORPORATED	12.15		-
20 GALLON CART	CANYON	-	-	-
Subtotal			321	46,801.80
32 GALLON CART	ALHAMBRA VALLEY	15.90	103	19,652.40
32 GALLON CART	BAY POINT	15.90	702	133,941.60
32 GALLON CART	CANYON	19.40	31	7,216.80
32 GALLON CART	CENTRAL SANITARY	15.90	108	20,606.40
32 GALLON CART	CONCORD	15.90	34	6,487.20
32 GALLON CART	MORGAN TERRITORY	15.90	46	8,776.80
32 GALLON CART	PACHECO	15.90	308	58,766.40
32 GALLON CART	PLEASANT HILL UNINCORPORATED	15.90		-
32 GALLON CART / 3 EXTRA YARDWASTE CARTS	ALHAMBRA VALLEY			-
Subtotal			1,332	255,447.60
2 - 32 GALLON CARTS	MORGAN TERRITORY			-
2 - 32 GALLON CARTS	ALHAMBRA VALLEY			-
2 - 32 GALLON CARTS / 1 EXTRA RECYCLING CART	PACHECO	26.80	2	643.20
2 - 32 GALLON CARTS	PLEASANT HILL UNINCORPORATED			-
Subtotal			2	643.20
3 - 32 GALLON CARTS	ALHAMBRA VALLEY	47.70		-
Subtotal			-	-
64 GALLON CART	ALHAMBRA VALLEY	23.70	58	16,495.20
64 GALLON CART	BAY POINT	23.70	517	147,034.80
64 GALLON CART	CANYON	22.57	7	1,895.88
64 GALLON CART	CENTRAL SANITARY	23.70	79	22,467.60
64 GALLON CART	CONCORD	23.70	24	6,825.60
64 GALLON CART	MORGAN TERRITORY	23.70	64	18,201.60
64 GALLON CART	PACHECO	23.70	262	74,512.80
64 GALLON CART	PLEASANT HILL UNINCORPORATED	23.70		-
Subtotal			1,011	287,433.48
2-64 GALLON CARTS	ALHAMBRA VALLEY	40.40	2	969.60
2-64 GALLON CARTS	CONCORD	40.40	2	969.60
2-64 GALLON CARTS	MORGAN TERRITORY	40.40	1	484.80
Subtotal			5	2,424.00
96 GALLON CART	ALHAMBRA VALLEY	30.75	51	18,819.00
96 GALLON CART	BAY POINT	30.75	335	123,615.00
96 GALLON CART	CANYON	25.75	1	309.00
96 GALLON CART	CENTRAL SANITARY	30.75	44	16,236.00
96 GALLON CART	CONCORD	30.75	19	7,011.00
96 GALLON CART	MORGAN TERRITORY	30.75	70	25,830.00
96 GALLON CART	PACHECO	30.75	61	22,509.00
96 GALLON CART	PLEASANT HILL UNINCORPORATED	30.75		-
Subtotal			581	214,329.00
96 GALLON CART / EXTRA YARDWASTE CART	ALHAMBRA VALLEY	35.75	4	1,716.00
96 GALLON CART / EXTRA YARDWASTE CART	CONCORD	35.75	2	858.00
96 GALLON CART / EXTRA YARDWASTE CART	MORGAN TERRITORY	35.75	2	858.00
Subtotal			8	3,432.00
96 GALLON CART / 2 EXTRA YARDWASTE CARTS	ALHAMBRA VALLEY			-
Subtotal			-	-
2-96 GALLON CARTS	ALHAMBRA VALLEY	54.51	13	8,503.56
2-96 GALLON CARTS	BAY POINT	54.51	19	12,428.28
2-96 GALLON CARTS	CENTRAL SANITARY	54.51	5	3,270.60
2-96 GALLON CARTS	CONCORD	54.51	2	1,308.24
2-96 GALLON CARTS	MORGAN TERRITORY	54.51	9	5,887.08
2-96 GALLON CARTS	PACHECO	56.50	2	1,356.00
Subtotal			50	32,753.76
3-96 GALLON CARTS	BAY POINT	78.27	4	3,756.96
3-96 GALLON CARTS	CONCORD	78.27	7	6,574.68
Subtotal			11	10,331.64
4-96 GALLON CARTS	BAY POINT			-
Subtotal			-	-
60. Total Base Year Single Family Residential			3,321	853,596.48

Base Year
Rate Change Application

Operating Information

	Historical Unaudited Information	Percent Change	Historical Unaudited Information	Percent Change	Historical Audited Information	Percent Change	Current Year Estimated Information	Percent Change	Base Year Projected Information
	Year 1	Yr 1 to 2	Year 2	Yr 2 to 3	Year 3	Yr 3 to 4	Year 4	Yr 4 to 5	Year 5
	2012		2013		2014		2015		2016
Section XI - Operating Data									
Accounts									
61. Residential	3,268	1.6%	3,321	2.5%	3,405	-0.4%	3,390	0.0%	3,390
62. Commercial	304	-2.3%	297	13.1%	336	-9.2%	305	0.0%	305
63. Light Industrial	37	48.6%	55	-29.1%	39	7.7%	42	0.0%	42
64. Total Accounts	3,609	1.8%	3,673	2.9%	3,780	-1.1%	3,737	0.0%	3,737
Waste Tonnage									
65. Residential	3,060.5	-2.7%	2,976.9	0.4%	2,989.7	4.6%	3,127.9	0.0%	3,127.9
66. Commercial	2,928.9	-4.1%	2,807.6	5.0%	2,946.9	3.2%	3,041.0	0.0%	3,041.0
67. Light Industrial	2,341.6	8.9%	2,548.8	4.4%	2,661.7	7.6%	2,863.8	0.0%	2,863.8
68. Total Tons	8,331.0	0.0%	8,333.3	3.2%	8,598.3	5.1%	9,032.7	0.0%	9,032.7
Recyclable Tonnage									
69. Residential	1,891.7	-4.8%	1,801.6	3.1%	1,856.7	-2.2%	1,815.7	0.0%	1,815.7
70. Commercial	241.0	43.2%	345.2	-5.5%	326.3	-23.0%	251.2	0.0%	251.2
71. Light Industrial	454.3	112.8%	966.8	47.9%	1,430.3	-25.4%	1,067.0	0.0%	1,067.0
72. Total Tons	2,587.0	20.4%	3,113.6	16.0%	3,613.3	-13.3%	3,133.9	0.0%	3,133.9
City Services									
73. City Bins	11	0.0%	11	0.0%	11	0.0%	11	81.8%	20
74. City Drop Boxes	2	0.0%	2	0.0%	2	0.0%	2	150.0%	5
Section XII - Change in Commercial Rates									
75. 3 Yd. Bin - 1X per week (Central San)	229.43	0.0%	229.43	0.0%	229.43	0.0%	229.43	0.0%	229.43
76. 2 Yd. Bin - 1X per week (Central San)	155.31	0.0%	155.31	0.0%	155.31	0.0%	155.31	0.0%	155.31
77. 20 Yd. Box - per pick up (All except Canyon)	376.32	0.0%	376.32	0.0%	376.32	0.0%	376.32	0.0%	376.32

Base Year
Rate Change Application

Unicorporated Area: Alhambra Valley

Rate Change

78. Rate Change Requested: 33.7%

Rate Schedule

Abbreviated Rate Schedule	Current Rate	Increased Rate	Adjustments	New Rate
20g MSW / 64g RECY / 96g YW	12.15	16.25		16.25
32g MSW / 64g RECY / 96g YW	15.90	21.27		21.27
64g MSW / 64g RECY / 96g YW	23.70	31.70		31.70
96g MSW / 64g RECY / 96g YW	30.75	41.13		41.13
		-		-
20g MSW / 96g RECY / 96g YW	12.15	16.25		16.25
32g MSW / 96g RECY / 96g YW	15.90	21.27		21.27
64g MSW / 96g RECY / 96g YW	23.70	31.70		31.70
96g MSW / 96g RECY / 96g YW	30.75	41.13		41.13
		-		-
32g MSW (2) / 64g RECY / 96g YW	24.81	33.18		33.18
64g MSW (2) / 64g RECY / 96g YW	40.40	54.03		54.03
96g MSW (2) / 64g RECY / 96g YW	54.50	72.89		72.89
32g MSW (3) / 64g RECY / 96g YW	33.72	45.10		45.10
		-		-
96g MSW / 64g RECY (2) / 96g YW	32.74	43.79		43.79
		-		-
32g MSW / 64g RECY / 96g YW (2)	20.90	27.95		27.95
32g MSW / 64g RECY / 96g YW (4)	30.90	41.33		41.33
96g MSW / 64g RECY / 96g YW (2)	35.75	47.82		47.82
96g MSW / 64g RECY / 96g YW (3)	40.75	54.50		54.50

79. Multiunit Residential

Rate increases of 33.75% will be applied to all rates in each structure with each rate rounded up to the nearest $0.05.

Certificate

To the best of my knowledge, the data and information in this application is complete, accurate, and consistent with the instructions provided by Contra Costa County.

Name: **Tim Argenti** Title: **General Manager**

Signature: Date:

Base Year
Rate Change Application

Unicorporated Area: Bay Point

Rate Change

78. Rate Change Requested: 33.75%

Rate Schedule

Abbreviated Rate Schedule	Current Rate	Increased Rate	Adjustments	New Rate
20g MSW / 64g RECY / 96g YW	12.15	16.25		16.25
32g MSW / 64g RECY / 96g YW	15.90	21.27		21.27
64g MSW / 64g RECY / 96g YW	23.70	31.70		31.70
96g MSW / 64g RECY / 96g YW	30.75	41.13		41.13
		-		-
96-GAL MSW (2) / 64-GAL RECY / 96-GAL YW	54.51	72.91		72.91
96-GAL MSW (3) / 64-GAL RECY / 96-GAL YW	78.27	104.68		104.68
96-GAL MSW (4) / 64-GAL RECY / 96-GAL YW	102.03	136.46		136.46
		-		-
20g MSW / 96g RECY / 96g YW	12.15	16.25		16.25
32g MSW / 96g RECY / 96g YW	15.90	21.27		21.27
64g MSW / 96g RECY / 96g YW	23.70	31.70		31.70
96g MSW / 96g RECY / 96g YW	30.75	41.13		41.13
		-		-
96g MSW (2) / 96g RECY / 96g YW	54.51	72.91		72.91
96g MSW (3) / 96g RECY / 96g YW	78.27	104.68		104.68
96g MSW (4) / 96g RECY / 96g YW	102.03	136.46		136.46
		-		-
		-		-
		-		-

79. Multiunit Residential

Rate increases of 33.75% will be applied to all rates in each structure with each rate rounded up to the nearest $0.05.

Certificate

To the best of my knowledge, the data and information in this application is complete, accurate, and consistent with the instructions provided by Contra Costa County.

Name: **Tim Argenti** Title: **General Manager**

Signature: Date:

Base Year
Rate Change Application

Unicorporated Area: Canyon

Rate Change

78. Rate Change Requested 18.92%

Rate Schedule

Abbreviated Rate Schedule	Current Rate	Increased Rate	Adjustments	New Rate
32-GAL MSW	19.40	23.07		23.07
64-GAL MSW	22.57	26.84		26.84
96-GAL MSW	25.75	30.62		30.62
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-

79. Multiunit Residential

Rate increases of 18.92% will be applied to all rates in each structure with each rate rounded up to the nearest $0.05.

Certificate

To the best of my knowledge, the data and information in this application is complete, accurate, and consistent with the instructions provided by Contra Costa County.

Name: **Tim Argenti** Title: **General Manager**

Signature: Date:

Base Year
Rate Change Application

Unicorporated Area: Central Sanitary

Rate Change

78. Rate Change Requested: 18.92%

Rate Schedule

Abbreviated Rate Schedule	Current Rate	Increased Rate	Adjustments	New Rate
20-GAL MSW / 64-GAL RECY / 96-GAL YW	12.15	14.45		14.45
32-GAL MSW / 64-GAL RECY / 96-GAL YW	15.90	18.91		18.91
64-GAL MSW / 64-GAL RECY / 96-GAL YW	23.70	28.18		28.18
96-GAL MSW / 64-GAL RECY / 96-GAL YW	30.75	36.57		36.57
		-		-
20-GAL MSW / 96-GAL RECY / 96-GAL YW	12.15	14.45		14.45
32-GAL MSW / 9-GAL RECY / 96-GAL YW	15.90	18.91		18.91
64-GAL MSW / 96-GAL RECY / 96-GAL YW	23.70	28.18		28.18
96-GAL MSW / 96-GAL RECY / 96-GAL YW	30.75	36.57		36.57
		-		-
96-GAL MSW (2) / 64-GAL RECY (2) / 96-GAL YW (2)	61.50	73.14		73.14
96-GAL MSW (2) / 96-GAL RECY (2) / 96-GAL YW (2)	61.50	73.14		73.14
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-

79. Multiunit Residential

Rate increases of 18.92% will be applied to all rates in each structure with each rate rounded up to the nearest $0.05.

Certificate

To the best of my knowledge, the data and information in this application is complete, accurate, and consistent with the instructions provided by Contra Costa County.

Name: **Tim Argenti** Title: **General Manager**

Signature: Date:

Base Year
Rate Change Application

Unicorporated Area: Concord

Rate Change

78. Rate Change Requested 18.92%

Rate Schedule

Abbreviated Rate Schedule	Current Rate	Increased Rate	Adjustments	New Rate
20g / 64g RECY / 96g YW	12.15	14.45		14.45
32g / 64g RECY / 96g YW	15.90	18.91		18.91
64g / 64g RECY / 96g YW	23.70	28.18		28.18
96g / 64g RECY / 96g YW	30.75	36.57		36.57
		-		-
64g (2) / 64g RECY / 96g YW	40.40	48.04		48.04
96g (2) / 64g RECY / 96g YW	46.30	55.06		55.06
96g (3) / 64g RECY / 96g YW	65.95	78.43		78.43
		-		-
96g / 64g RECY / 96g YW (2)	35.75	42.51		42.51
96g (2) / 64g RECY / 96g YW (2)	51.30	61.01		61.01
		-		-
20g / 96g RECY / 96g YW	12.15	14.45		14.45
32g / 96g RECY / 96g YW	15.90	18.91		18.91
64g / 96g RECY / 96g YW	23.70	28.18		28.18
96g / 96g RECY / 96g YW	30.75	36.57		36.57
		-		-
		-		-
		-		-
		-		-

79. Multiunit Residential

Rate increases of 18.92% will be applied to all rates in each structure with each rate rounded up to the nearest $0.05.

Certificate

To the best of my knowledge, the data and information in this application is complete, accurate, and consistent with the instructions provided by Contra Costa County.

Name: **Tim Argenti** Title: **General Manager**

Signature: Date:

Base Year
Rate Change Application

Unicorporated Area: Morgan Territory

Rate Change

78. Rate Change Requested: 18.92%

Rate Schedule

Abbreviated Rate Schedule	Current Rate	Increased Rate	Adjustments	New Rate
20-GAL MSW / 64-GAL RECY / 96-GAL YW	12.15	14.45		14.45
32-GAL MSW / 64-GAL RECY / 96-GAL YW	15.90	18.91		18.91
64-GAL MSW / 64-GAL RECY / 96-GAL YW	23.70	28.18		28.18
96-GAL MSW / 64-GAL RECY / 96-GAL YW	30.75	36.57		36.57
		-		-
20-GAL / 96-GAL RECY / 96-GAL YW	12.15	14.45		14.45
32-GAL / 96-GAL RECY / 96-GAL YW	15.90	18.91		18.91
64-GAL / 96-GAL RECY / 96-GAL YW	23.70	28.18		28.18
96-GAL / 96-GAL RECY / 96-GAL YW	30.75	36.57		36.57
		-		-
64-GAL MSW (2) / 64-GAL RECY / 96-GAL YW	40.41	48.06		48.06
96-GAL MSW (2) / 64-GAL RECY / 96-GAL YW	54.51	64.82		64.82
96-GAL MSW (2) / 64-GAL RECY (2) / 96-GAL YW	56.49	67.18		67.18
96-GAL (2) / 96-GAL RECY (2) / 96-GAL YW (2)	61.50	73.14		73.14
96-GAL (3) / 96-GAL RECY (3) / 96-GAL YW (3)	92.25	109.70		109.70
96-GAL (4) / 96-GAL RECY (4) / 96-GAL YW (4)	123.00	146.27		146.27
		-		-
96-GAL MSW / 64-GAL RECY / 96-GAL YW (2)	35.75	42.51		42.51
		-		-
		-		-

79. Multiunit Residential

Rate increases of 18.92% will be applied to all rates in each structure with each rate rounded up to the nearest $0.05.

Certificate

To the best of my knowledge, the data and information in this application is complete, accurate, and consistent with the instructions provided by Contra Costa County.

Name: **Tim Argenti**

Title: **General Manager**

Signature:

Date:

Base Year
Rate Change Application

Unicorporated Area: Pacheco

Rate Change

78. Rate Change Requested 18.92%

Rate Schedule

Abbreviated Rate Schedule	Current Rate	Increased Rate	Adjustments	New Rate
20-GAL MSW / 64-GAL RECY / 96-GAL YW	12.15	14.45		14.45
32-GAL MSW / 64-GAL RECY / 96-GAL YW	15.90	18.91		18.91
64-GAL MSW / 64-GAL RECY / 96-GAL YW	23.70	28.18		28.18
96-GAL MSW / 64-GAL RECY / 96-GAL YW	30.75	36.57		36.57
		-		-
20-GAL MSW / 96-GAL RECY / 96-GAL YW	12.15	14.45		14.45
32-GAL MSW / 96-GAL RECY / 96-GAL YW	15.90	18.91		18.91
64-GAL MSW / 96-GAL RECY / 96-GAL YW	23.70	28.18		28.18
96-GAL MSW / 96-GAL RECY / 96-GAL YW	30.75	36.57		36.57
		-		-
32-GAL MSW (2) / 64-GAL RECY (2) / 96-GAL YW	26.80	31.87		31.87
96-GAL MSW (2) / 64-GAL RECY / 96-GAL YW	56.50	67.19		67.19
32-GAL MSW (2) / 96-GAL RECY (2) / 96-GAL YW	26.80	31.87		31.87
96-GAL MSW (2) / 96-GAL RECY / 96-GAL YW	56.50	67.19		67.19
		-		-
64-GAL MSW / 64-GAL RECY (2) / 96-GAL YW	25.69	30.55		30.55
		-		-
		-		-
		-		-
		-		-

79. Multiunit Residential

Rate increases of 18.92% will be applied to all rates in each structure with each rate rounded up to the nearest $0.05.

Certificate

To the best of my knowledge, the data and information in this application is complete, accurate, and consistent with the instructions provided by Contra Costa County.

Name: **Tim Argenti** Title: **General Manager**

Signature: Date:

REPUBLIC SERVICES OF CONTRA COSTA COUNTY

(A DIVISION OF REPUBLIC SERVICES, INC.)

DECEMBER 31, 2014

INDEPENDENT AUDITORS' REPORT,

FINANCIAL STATEMENTS

AND

SUPPLEMENTAL SCHEDULE

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Independent Auditors' Report,
Financial Statements and Supplemental Schedule

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CELEBRATING 12345 67890 YEARS AND STILL COUNTING

Independent Auditors' Report

MANAGEMENT
REPUBLIC SERVICES OF CONTRA COSTA COUNTY
Pacheco, California

Report on the Financial Statements

We have audited the accompanying financial statements of **REPUBLIC SERVICES OF CONTRA COSTA COUNTY (a division of Republic Services, Inc.) (the Division)** which comprise the balance sheet as of December 31, 2014, and the related statements of income, retained earnings and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Republic Services of Contra Costa County (a division of Republic Services, Inc.) as of December 31, 2014, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Hood & Strong LLP

San Jose, California
June 23, 2015

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Balance Sheet

December 31, 2014		
Assets		
Current Assets:		
Cash	$	1,476
Accounts receivable, net of allowance for doubtful accounts of $167,736		3,490,522
Inventory		165,067
Prepaids and other assets		227,284
Total current assets		3,884,349
Restricted Cash		147,523
Property and Equipment, net		19,679,422
Affiliated Balance with Republic Services, Inc.		13,571,474
Other Assets, net		2,545,418
Total assets	$	39,828,186
Liabilities and Retained Earnings		
Current Liabilities:		
Accounts payable	$	1,003,706
Accrued salaries and wages		562,393
Accrued franchise fees		1,090,021
Contract payable		2,593,217
Deferred revenue		2,290,930
Other accrued liabilities		652,878
Total liabilities		8,193,145
Retained Earnings		31,635,041
Total liabilities and retained earnings	$	39,828,186

See accompanying notes to the financial statements.

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Statement of Income

Year ended December 31, 2014		
Revenues	$	71,955,129
Costs and Expenses:		
Cost of operations		48,250,158
Depreciation and amortization		3,964,897
Selling, general and administrative expenses		6,391,317
Total costs and expenses		58,606,372
Operating income		13,348,757
Interest Income		303
Gain from sale of equipment		57,769
Income before provision for income taxes		13,406,829
Provision for Income Taxes		5,462,961
Net income	$	7,943,868

See accompanying notes to the financial statements.

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Statement of Retained Earnings

Year ended December 31, 2014	
Balance, December 31, 2013	$ 23,691,173
Net income	7,943,868
Balance, December 31, 2014	$ 31,635,041

See accompanying notes to the financial statements.

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Statement of Cash Flows

Year ended December 31, 2014		
Cash Flows from Operating Activities:		
Net income	$	7,943,868
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation		3,790,249
Amortization		174,648
Gain on sale of property and equipment		(57,769)
Provision for doubtful accounts		11,677
Changes in operating assets and liabilities:		
Receivables		176,578
Inventory		(14,329)
Prepaids and other assets		1,355,563
Restricted cash		(295)
Contract payable		1,345,638
Current liabilities		(670,519)
Net cash provided by operating activities		14,055,309
Cash Flows from Investing Activities:		
Capital expenditures		(877,215)
Proceeds on sale of property and equipment		66,688
Net cash used in investing activities		(810,527)
Cash Flows from Financing Activities:		
Repayments to Republic Services, Inc., net of advances		(13,246,237)
Net cash used in financing activities		(13,246,237)
Net Decrease in Cash		(1,455)
Cash, beginning of year		2,931
Cash, end of year	$	1,476

Supplemental Disclosure of Non-cash Investing and Financing Activities:		
Transfer of property and equipment from other Republic Services, Inc. divisions	$	(52,276)

See accompanying notes to the financial statements.

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Notes to Financial Statements

Note 1 - Nature of the Business:

Republic Services of Contra Costa County (the Division), located in Pacheco, California, is an operating division of Republic Services, Inc. (Republic).

Effective March 1, 1996, the Division entered into an agreement with the Central Contra Costa Solid Waste Authority (CCCSWA) (the Agreement) that grants it the exclusive right to collect, transport and dispose of solid waste generated within agreed-upon areas of Contra Costa County. The Agreement, which represents a significant portion of the Division's revenue, extends to February 28, 2025. Among other things, the Agreement specifies the terms and conditions of performance, rates of service and types of service to be rendered. In addition, the Agreement requires the Division to pay a franchise fee to each service area covered under the contract. The franchise fee ranges from 5% to 13.4% of all revenues generated within each service area under the Agreement. The Agreement also stipulates the Division will perform certain services for the municipalities covered under the agreement free of charge.

At the end of each calendar year, the Division reconciles the projected costs plus profit to actual results to determine whether the actual amounts are within the profit range as calculated in accordance with the Agreement. Any surplus due to CCCSWA or shortfall due to the Division (the contract payable/receivable), which represents the difference between the actual results and projected costs plus profits, is recorded in the financial statements as additional revenue and a receivable from CCCSWA or as a reduction of revenue and a liability to CCCSWA. A final surplus or shortfall calculation is required at the end of February of each year. At that time, the amount due to the Division or the amount due from CCCSWA is required to be paid. The contract payable as of December 31, 2014 was $2,593,217.

The Division also maintains agreements with several other municipalities that grant it the exclusive right to collect, transport and dispose of solid waste generated within agreed-upon areas of the municipalities. The agreements extend to 2025. These agreements also require the Division to pay a franchise fee to each municipality. Franchise fees vary by municipality and are either a flat fee or range from 5% to 13.4% of all revenues generated within the municipality's service area.

Total franchise fee expense for the year ended December 31, 2014 was $9,599,224 and is included in cost of operations in the statement of income.

The Division obtains financing for both capital and operating needs from Republic and is dependent upon continued financial support from Republic.

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Notes to Financial Statements

The accompanying financial statements have been prepared to comply with the terms of the agreement with CCCSWA. They include the assets, liabilities, operating results and cash flows of the Division. The results of operations include revenues and costs directly attributable to the Division as well as allocation of certain corporate expenses based on specific allocation methods. The expense allocations have been determined on bases that the Division considers to be a reasonable reflection of the utilization of services provided or the benefit received by the Division. The financial information included herein may not reflect the financial position, and cash flows of the Division in the future or what would have resulted if the Division had operated as a separate, stand-alone entity during the period presented.

Note 2 - Summary of Significant Accounting Policies:

a. Revenue Recognition

Revenues result primarily from fees charged to customers for waste collection, transfer and disposal services. Revenue is recognized when the related services are provided at rates approved by the municipalities or by CCCSWA, as applicable.

b. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosures of contingencies at the date of the financial statements and affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

c. Cash

The Division considers any liquid investments with an original maturity of three months or less to be cash.

d. Restricted Cash

Under the franchise agreement with the City of Martinez, the Division is required to maintain a cash bond of $100,000 with annual adjustment in an amount equal to the percentage changes in the CPI for the San Francisco-Oakland region. As of December 31, 2014, the restricted cash is maintained as a certificate of deposit in the amount of $147,523. The certificate of deposit is carried at cost which approximates fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is estimated based on the contractual terms and current rates for similar assets.

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Notes to Financial Statements

e. Concentration of Credit Risk

Financial instruments that potentially subject the Division to concentrations of credit risk primarily consist of trade receivables. Concentrations of credit risk with respect to trade receivables is limited due to the large number of customers comprising the Division's customer base.

f. Accounts Receivable, Net of Allowance for Doubtful Accounts

The Division does not require collateral to support customer receivables. Receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the receivables, net of the allowance for doubtful accounts, represents the net recoverable value. A receivable realization allowance is established based on the aging of receivables, payment performance factors, historical collection trends and other information. The Division also reviews outstanding balances on an account specific basis. The reserve is evaluated and revised on a monthly basis. Past due receivable balances are written-off when collection efforts have been unsuccessful.

The following table reflects the activity in our allowance for doubtful accounts for the year ended December 31, 2014:

Balance at beginning of year	$	156,059
Additions charged to expense		161,379
Accounts written off/recovery		(149,702)
Balance at end of year	$	167,736

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Notes to Financial Statements

e. Concentration of Credit Risk

Financial instruments that potentially subject the Division to concentrations of credit risk primarily consist of trade receivables. Concentrations of credit risk with respect to trade receivables is limited due to the large number of customers comprising the Division's customer base.

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Additions charged to expense	161,379
Accounts written off/recovery	(149,702)
Balance at end of year	$ 167,736

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Notes to Financial Statements

g. Fair Value Measurements

The Division classifies its financial assets and liabilities measured at fair value on a recurring basis based on a fair value hierarchy with three levels of inputs. Level 1 values are based on unadjusted quoted prices in active markets for identical securities. Level 2 values are based on significant observable market inputs, such as quoted prices for similar securities and quoted prices in inactive markets. Level 3 values are based on significant unobservable inputs that reflect the Division's determination of assumptions that market participants might reasonably use in valuing the securities. The valuation levels are not necessarily an indication of the risk or liquidity associated with the assets and liabilities measured at fair value. At December 31, 2014, restricted cash in the amount of $147,523 was classified as level 2.

The carrying values of the Division's financial instruments, which include cash, accounts receivable, contract payable and accounts payable, approximates fair value due to the short-term maturities of these instruments.

h. Inventory

Inventory is stated at the lower of cost (first-in, first-out) or market and consists primarily of equipment parts, materials and supplies.

i. Property and Equipment

We record property and equipment at cost. Depreciation is provided on the straight-line method over the estimated useful lives of land improvement (15 years), buildings and improvements (7 to 30 years), vehicles and equipment (3 to 12 years), and containers and compactors (7 to 15 years).

Expenditures for major renewals and betterments are capitalized, while expenditures for maintenance and repairs, which do not improve assets or extend their useful lives, are charged to expense as incurred. When property is retired or sold, the related cost and accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized in cost of operations. For the year ended December 31, 2014, the Division recognized net pre-tax gain of $57,769 on the disposal of property and equipment.

We evaluate our long-lived assets, such as property and equipment, for impairment whenever events or changes in circumstances indicate the carrying amount of the asset or asset group may not be recoverable.

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Notes to Financial Statements

j. Deferred Revenue

Advance billings are recorded as deferred revenue, and revenue is recognized when services are provided, usually within 90 days.

k. Recycling Services Payable

The Division's contract with the CCCSWA requires the Division to perform the billing for recycling services provided by Valley Waste Management (VWM), a third party service provider, to customers within the service area covered under the contract. Amounts billed on behalf of VWM are accrued every three months at the time the invoices are sent to the customers and are paid in subsequent fixed monthly remittances in accordance with the rates set by CCCSWA for the current rate year. The amount is netted against deferred revenue at December 31, 2014.

l. Subsequent Events

The Division evaluated subsequent events from December 31, 2014 through June 23, 2015, the date these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

Note 3 - Property and Equipment, Net:

Property and equipment, net at December 31, 2014 is as follows:

Land and improvements	$ 1,330,157
Buildings and improvements	1,499,231
Vehicles and equipment	27,154,065
Containers and compactors	7,038,095
Total property and equipment	37,021,548
Less: Accumulated depreciation	(17,342,126)
Property and equipment, net	$ 19,679,422

Depreciation expense for the year ended December 31, 2014 amounted to $3,790,249.

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Notes to Financial Statements

Note 4 - Commitments and Contingencies:

a. Litigation

The Division is subject to extensive and evolving laws and regulations and has implemented environmental safeguards to respond to regulatory requirements. In the normal course of conducting operations, the Division may become involved in certain legal and administrative proceedings. Some of these actions may result in fines, penalties or judgments against the Division, which may have an impact on earnings for a particular period. Litigation and regulatory compliance contingencies are accrued for when such costs are probable and reasonably estimatable. There are no matters at December 31, 2014 that management expects the resolution of to have a material adverse effect on liquidity, financial position or results of operations of the Division.

b. Lease Agreements

The Division leases certain properties under non-cancelable operating lease agreements extending through February 2025. At December 31, 2014, future minimum payments on these operating leases are approximately as follows:

Fiscal Year:	
2015	$ 424,000
2016	295,000
2017	276,000
2018	144,000
2019	148,000
Thereafter	837,000
	$ 2,124,000

Total rent expense for property and equipment for the year ended December 31, 2014 was $499,600, of which $58,212 was paid to a related party (see Note 6 b.).

c. Financial Assurances

The Division is required to provide $2.13 million in financial assurances to governmental agencies relating to its collection contracts. The Division satisfies the financial assurance requirements by providing performance bonds, certificates of deposit, or letters of credit to secure its obligations as they relate to performance under certain recycling and collection contracts.

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Notes to Financial Statements

The financial instruments are issued in the normal course of business. They are not debt and, therefore, are not reflected in the accompanying balance sheet. The underlying obligations of the financial assurance instruments would be valued and recorded in the balance sheet based on the likelihood of performance being required. Management does not expect this to occur.

d. Collateral and Guarantees

The Division enters into contracts in the normal course of business that include indemnification clauses. Indemnifications relating to known liabilities are recorded in the financial statements based on management's best estimate of required future payments. Certain of these indemnifications relate to contingent events or occurrences, such as the imposition of additional taxes due to a change in the tax law or adverse interpretation of the tax law.

Along with substantially all of the other operations of Republic, the Division's assets collateralize certain of Republic's outstanding debt obligations.

e. Income Taxes

Operating results of the Division are included in the consolidated federal income tax return of Republic. Republic files combined state income tax returns in California. The income tax provision represents an allocation of consolidated income taxes by Republic to the Division. The income tax asset or liability is reflected in the affiliated balance with Republic on the balance sheet. Deferred tax assets and liabilities (including any valuation allowance), and uncertain tax positions are recognized and maintained on a corporate-wide basis by Republic. For the year ended December 31, 2014, the tax provision allocated to the Division was $5,462,961 based on the Division's effective tax rate of 40.75%.

f. Labor Force

Approximately 70% of the Division's labor force is subject to various collective bargaining agreements extending through August 2015.

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Notes to Financial Statements

Note 5 - Retirement Plans:

a. Multiemployer Pension Plan

Certain employees of the Division participate in a union-sponsored collectively bargained multiemployer defined benefit plan which generally provides retirement benefits to participants based on their service to contributing employers. Contributions to the plan, as determined in accordance with provision of the negotiated labor contracts, aggregated to $1,075,388 for the year ended December 31, 2014.

The Division contributes to one multiemployer pension plan under a collective bargaining agreement covering union-represented employees. Approximately 70% of the Division's total current employees are participants in such multiemployer plans. The plan generally provides retirement benefits to participants based on their service to contributing employers. Neither the Division nor Republic administer the multiemployer plan. In general, the plan is managed by a board of trustees with the unions appointing certain trustees and other contributing employers of the plan appointing certain members. Generally, neither the Division nor Republic are represented on the board of trustees.

Based on the information available to the Division, management believes that some of the multiemployer plans to which the Division contributes are either "critical" or "endangered" as those term are defined in the Pension Protection Act (PPA). The PPA requires underfunded pension plans to improve their funding ratios within prescribed intervals based on the level of their underfunding. Until the plan trustees develop the funding improvement plans (FIP) or rehabilitation plans (RP) as required by the PPA, the Division cannot determine the amount of assessments the Division may be subject to, if any. Accordingly, the Division cannot determine at this time the impact that the PPA may have on the Division's financial position, result of operations or cash flows.

Furthermore, under current law regarding multiemployer benefit plans, a plan's termination, the Division's voluntary withdrawal, or the mass withdrawal of all contributing employers from any under-funded multiemployer pension plan would require the Division to make payments to the plan for the Division's proportionate share of the multiemployer plan's unfunded vested liabilities. It is possible that there may be a mass withdrawal of employers contributing to these plans or plans may terminate in the near future. The Division could have adjustments to the Division's estimates for these matters in the near term that could have a material effect on the Division's financial position, result of operations or cash flows.

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Notes to Financial Statements

The Division's participation in individually significant multiemployer pension plans for the year ended December 31, 2014 is outlined in the table below. The most recent PPA zone status available is in 2013 and is for the Plan's year ended December 31, 2013. The status is based on information that the Division received from the plan. Among other factors, plans in the "critical" red zone are generally less than 65% funded, plans in the "endangered" yellow zone are less than 80% funded, and plans in the "safe" green zone are at least 80% funded. The last column lists the expiration dates of the collective-bargaining agreements (CBA) to which the plans are subject.

Legal Plan Name	EIN	Pension Protection Act Zone Status 2013	FIP/RP Status Pending Implemented	Contributions	Surcharge Imposed	Expiration of CBA
Western Conference of Teamsters Pension Plan	91-6145047	Safe	No	$1,075,388	No	6/30/17

The Division did not provide more than 5% of the total contributions to any plan during 2013, the date of the Plan's most recently available annual reports.

b. 401(k) Plan

Republic sponsors the Republic Services 401(k) Plan (the 401(k) Plan), a defined contribution plan, which is available to all eligible employees not represented by collective bargaining agreements. Eligible employees may contribute up to 100% of their annual compensation on a pre-tax basis subject to certain restrictions as set forth in the Internal Revenue Code. Republic matches in cash 100% of employee contributions, up to the first 3% of the employee's compensation which is deferred, and 50% on the next 2% of the employee's deferred compensation for a total match of 4%. All contributions vest immediately. The Division's matching contributions to the 401(k) Plan amounted to $62,966 for the year ended December 31, 2014.

Note 6 - Related-Party Transactions:

a. Affiliated Balance with Republic

Cash receipts are deposited into an account maintained by Republic, and cash requirements of the Division are met by Republic on behalf of the Division. The net amount of these cash transactions is recorded in the affiliated balance with Republic.

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Notes to Financial Statements

b. Affiliated Costs of Operations

The Division disposes of substantially all of the solid waste it collects, primarily through a related transfer station. Disposal costs were paid to another operating division of Republic totaling approximately $14.1 million during the year ended December 31, 2014.

Management believes that rates charged by the affiliate to the Division for disposal services are comparable to rates that would be charged to non-affiliated companies for similar volumes of refuse.

The Division leases equipment from another division of Republic which it uses in its operations. The total lease expense related to these leases was $58,212 for the year ended December 31, 2014, and would not necessarily represent those charged by non-affiliated companies.

Republic charges the Division for employee health, worker's compensation and other insurance coverage administered on behalf of the Division. Related charges for the year ended December 31, 2014 of $1,195,582 were allocated on the basis of estimated annual costs.

c. Affiliated Selling, General and Administrative Expenses

Republic charges the Division for management, financial and other administrative services provided by national and regional personnel, including allocations for overhead. Amounts were allocated on the basis of revenues earned and would not necessarily represent those charged by non-affiliated companies or incurred for similar functions on a stand-alone basis. Related charges for the year ended December 31, 2014, were approximately $2,038,000 and were included in selling, general and administrative expenses.

HOOD & STRONG LLP
CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditors' Report
on Supplementary Information

MANAGEMENT
REPUBLIC SERVICES OF CONTRA COSTA COUNTY
Pacheco, California

We have audited the financial statements of **REPUBLIC SERVICES OF CONTRA COSTA COUNTY (a division of Republic Services, Inc.) (the Division)** as of December 31, 2014, and have issued our report thereon which contains an unmodified opinion on those financial statements, see pages 1 - 2. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplemental schedule of operations – Unincorporated Contra Costa County is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Hood & Strong LLP

San Jose, California
June 23, 2015

Consultants and

Business Advisors

100 First Street

14th Floor

San Francisco

CA 94105

415.781.0793

fax 415.421.2976

60 South Market Street

Suite 200

San Jose

CA 95113

408.998.8400

fax 408.998.8485

CELEBRATING 12345 67890 YEARS AND STILL COUNTING

Republic Services of Contra Costa County
(A Division of Republic Services, Inc.)

Supplemental Schedule of Operations - Unincorporated Contra Costa County

Year ended December 31, 2014	Bay Point	Concord	Pacheco	Central Sanitary District	Alhambra Valley	Morgan Territory	Canyon	Total
Revenues								
Residential	$ 461,821	$ 28,441	$ 181,921	$ 64,403	$ 76,010	$ 61,140	$ 9,103	$ 882,839
Commercial	475,386	48,370	456,091	151,854	4,590	24,232	230	1,160,753
Roll-off	180,912	81,001	48,698	43,874	2,713	20,387	398	377,983
Total revenues	1,118,119	157,812	686,710	260,131	83,313	105,759	9,731	2,421,575
Operating Expenses								
Disposal fees	376,060	65,264	242,249	71,485	34,823	43,355	2,121	835,357
Direct labor costs	187,171	26,774	149,628	54,454	31,280	88,347	4,783	542,437
Franchising fees	60,253	7,272	35,566	13,128	4,269	6,496	534	127,518
Trucking and equipment	145,379	20,678	83,004	27,863	15,770	18,058	1,334	312,086
Depreciation and amortization	92,327	7,564	52,647	18,646	10,841	10,769	953	193,747
Other operating expenses	36,886	5,126	20,939	7,008	4,071	4,529	10,347	88,906
General and administrative	120,527	18,198	66,896	22,220	13,493	15,320	1,139	257,793
Total operating expenses	1,018,603	150,876	650,929	214,804	114,547	186,874	21,211	2,357,844
Operating income	99,516	6,936	35,781	45,327	(31,234)	(81,115)	(11,480)	63,731
Interest Income	1,559	44	513	194	306	248	27	2,891
Income before income taxes	101,075	6,980	36,294	45,521	(30,928)	(80,867)	(11,453)	66,622
Allocation of Income Tax Expense	86,654	6,722	40,109	27,283	(23,351)	(27,828)	(4,350)	105,239
Net income	$ 14,421	$ 258	$ (3,815)	$ 18,238	$ (7,577)	$ (53,039)	$ (7,103)	$ (38,617)

Note: Republic Services of Contra Costa County (the "Division") maintains an agreement with the Unincorporated Contra Costa County Contract (the "Cities") that grants it the exclusive right to collect, transport and dispose of solid waste generated within agreed-upon areas of the Cities.

Revenues are derived from services provided to customers within the City limits. Expenses are either charged directly or indirectly to the Cities' service areas. Direct expenses include direct labor costs, disposal fees and franchise fees. Interest income and all other operating expenses, other than recycling processing costs, are allocated based on the ratio of waste volume transported from the Cities' service areas to the total waste volume transported. Recycling processing costs are allocated based on the ratio of recycling material volume transported from the Cities'service areas to the total recycling volume processed by the Division. The allocation of income tax expense to the Cities are based upon the relationship of pre-tax income of the Cities to total pre-tax income of the Division as a whole.

Attachment B: Adjusted Rate Model

Exhibit B-1, on the next page, of this appendix provides the adjusted base year rate model based on Crowe adjustments. The model reflects the following general adjustments (for Option 1):

Revenues

- Minor increase to residential revenues
- Moderate increase to commercial and industrial revenues

Allowable Costs/Profits

- No adjustment to direct labor
- No adjustment to tipping fees (w/profit)
- Minor increase to general and administrative costs
- Minor increase to trucking and equipment costs
- Moderate decrease to depreciation and other operating costs
- Major increase to costs of services provided to the County (primarily to account for new commercial (foodwaste) program
- Minor reduction to operating profit

Pass Through Costs

- No adjustment to tipping fees (pass through)
- Minor increase in franchise fees.

Exhibit B-1
Schedule of Rate Review Findings
(Projection Year 2016)

Financial Information

	Actual Historical Years			Estimated Current Year	Projected Base Year		Crow		Crowe Adjusted w/
	Year 1	Year 2	Year 3	Year 4	Year 5	Crowe	Adjusted	New	New Prog
	2012	2013	2014	2015	2016	Adjust	2016	Programs	2016
					Option 1		Option 1		Option 2
Section 1 - Allowable Costs									
1. Direct Labor	502,525	509,939	542,436	564,134	647,941	-	647,941	42,782	690,723
2. Tipping Fees (Profit Allowed)	410,173	419,113	434,338	453,726	453,726	-	453,726	-	453,726
3. Corporate and Local General and Administrative Costs	318,358	234,453	257,793	265,424	291,060	239	291,299	13,287	304,586
4. Trucking and Equipment	308,964	286,229	312,087	321,325	387,683	289	387,972	52,122	440,094
5. Depreciation and Other Operating Costs	274,477	280,077	282,655	285,322	319,965	(15,319)	304,645	9,036	313,681
6. Services Provided to County			-	-	40,500	75,188	115,688	-	115,688
7. Total Allowable Costs (Lines 1+2+3+4+5+6)	1,814,498	1,729,812	1,829,310	1,889,931	2,140,874	60,397	2,201,272	117,227	2,318,498
				453,726					
Section II - Allowable Operating Profit									
8. Operating Ratio	92.9%	93.5%	97.4%	97.4%	90.0%		90.0%		90.0%
9. Allowable Operating Profit [(Line 7 / Line 8) - Line 7]	139,164	120,735	48,473	50,080	237,875	6,711	244,586	13,025	257,611
Section III - Pass Through Costs without Franchise Fees									
10. Administrative Fee	-	-	-	-	-		-		-
11. Tipping Fees (Pass Through)	341,525	370,470	401,019	444,247	438,098	-	438,098		438,098
12. Total Pass Through costs (without Franchise Fees) (Lines 10+11)	341,525	370,470	401,019	444,247	438,098	-	438,098	-	438,098
Section IV - Revenue Requirement without Franchise Fees									
13. Total Allowable Costs (Line 7) plus Allowable Operating Profit (Line 9) plus Total Pass Through Costs (without Franchise Fees) (Line 12)	2,295,188	2,221,017	2,278,802	2,384,258	2,816,848	67,108	2,883,955	130,252	3,014,207
Section V - Revenue without Rate Change in Base Year									
14. Residential Revenue					853,596	6,886	860,483		860,483
15. Less Allowance for Uncollectible Residential Accounts					4,268	34	4,302		4,302
16. Total Residential Revenue (without Rate Change in Base Year)	887,029	841,785	855,466	853,596	849,328	6,852	856,180		856,180
17. Commercial and Light Industrial Revenue					1,517,266	21,526	1,538,792		1,538,792
18. Less Allowance for Uncollectible Commercial and Light Industrial Accounts					7,586	108	7,694		7,694
19. Total Commercial/Light Industrial Revenue (without Rate Change in Base Year)	1,526,468	1,492,460	1,517,266	1,517,266	1,509,680	21,418	1,531,098		1,531,098
20. Recycled Material Sales	38,268	35,168	48,843	24,629	25,245		25,245		25,245
21. Total Revenue (Lines 16+19+20)	2,451,764	2,369,413	2,421,576	2,395,492	2,384,253	28,270	2,412,524		2,412,524
					(37,322)				
Section VI - Net Shortfall (Surplus)									
22. Net Shortfall (Surplus) without Franchise Fees (Line 13 - Line 21)					432,594	38,838	471,432	130,252	601,683
23. Residential/Commercial/Light Industrial Franchise Fees (see calculation below)	120,799	116,896	128,736	150,820	212,021	5,051	217,072	9,804	226,876
24. Net Shortfall (Surplus) with Franchise Fees (Line 22 + 23)					644,615	43,889	688,504	140,056	828,559
Section VII - Percent Change in Rates									
25. Total Residential/Commercial/Light Industrial Revenue Prior to Rate Change (Lines 16 +19)					2,359,008	28,270	2,387,279		2,387,279
26. Percent Change in Existing Residential/Commercial/Light Industrial Rates (Line 24 / Line 25)					27.3%		28.8%		34.7%
									5.9%

Franchise Fee Calculation

		2016
Equation 1)	Line 13 X .07 = X	
Equation 2)	Line 13 + X	
X = (Line 13 x 0.07) / 0.90		212,021

Summary Revenue Requirement

27.	Total Allowable Costs (Line 7)	2,140,874	2,201,272	2,318,498
28.	Allowable Operating Profits (Line 9)	237,875	244,586	257,611
29.	Total Pass Through Costs (with FFees) (Line12+23)	650,119	655,170	664,974
30.	2016 Revenue Requirement (Lines 27+28+29)	3,028,868	3,101,027	3,241,083

Attachment C: Comparative Rate Survey

Tables C-1 through **C-3** that follow include results of a survey of comparative residential, commercial, and industrial rates. We provide comparisons between Allied's County rates and the rates charged to customers served in other neighboring unincorporated and incorporated franchise areas:

Incorporated areas

- Antioch
- Clayton
- Concord
- Danville (served through Central Contra Costa Solid Waste Authority, or CCCSWA)
- Lafayette (CCCSWA)
- Martinez
- Moraga (CCCSWA)
- Orinda (CCCSWA)
- Pleasant Hill
- Walnut Creek (CCCSWA)

Unincorporated County areas

- Alamo & Unincorporated Central CCC (CCCSWA)
- Crockett Garbage served areas – West CCC (County)
- Garaventa Enterprises served areas –East CCC (County)
- Richmond Sanitary Service served areas – West CCC (County).

Table C-1
Comparison of 2015 Unincorporated Contra Costa County
Residential Rates with Neighboring Jurisdictions (Per Customer, Per Month)

	Residential Rates			
Jurisdiction	**20 Gallon**	**32 Gallon**	**64 Gallon**	**96 Gallon**
1. Antioch	$ 23.49	$ 27.59	$ 44.54	$ 52.31
2. Clayton	24.38	27.24	50.88	57.66
3. Concord	N/A	28.45	38.40	47.05
4. Danville (CCSWA)	N/A	25.81	43.90	65.16
5. Lafayette (CCSWA)	26.43	30.20	56.99	85.47
6. Martinez	19.35	27.73	30.91	64.95
7. Moraga (CCSWA)	25.38	29.30	58.59	87.89
8. Orinda (CCSWA)	31.01	35.75	67.30	100.67
9. Pleasant Hill	20.86	24.14	32.94	49.39
10. Walnut Creek (CCSWA)	18.28	21.57	40.73	60.84
Average	$ 23.65	$ 27.78	$ 46.52	$ 67.14
2015 County rates (Option 1)	15.65	20.49	30.54	39.62
Difference	-34%	-26%	-34%	-41%
Unincorporated County Areas				
1. Alamo & Uninc Central CCC (CCCSWA)	$ 20.33	$ 23.09	$ 43.96	$ 65.65
2. Crockett Garbage – West CCC (County)	22.44	26.61	46.66	56.70
3. Garaventa Enterprises –East CCC (County)	27.61	34.46	39.97	47.55
4. Richmond Sanitary – West CCC (County)	25.50	31.01	59.42	88.50
Average	$ 23.97	$ 28.79	$ 47.50	$ 64.60
2015 County rates (Option 1)	15.65	20.49	30.54	39.62
Difference	-35%	-29%	-36%	-39%

Table C-2
Comparison of 2015 Unincorporated Contra Costa County
Commercial Rates with Neighboring Jurisdictions (Per Customer, Per Month)

	1 Time per Week		2 Times per Week	
Jurisdiction	**2 cu. yd.**	**3 cu. yd.**	**2 cu. yd.**	**3 cu. yd.**
1. Antioch	$ 253.21	$ 380.98	$ 506.42	$ 761.96
2. Clayton	229.98	310.59	459.88	621.17
3. Concord	363.80	486.15	764.00	1,020.90
4. Danville (CCSWA)	291.73	437.61	583.51	875.23
5. Lafayette (CCSWA)	368.84	544.99	737.68	1,089.98
6. Martinez	248.38	310.40	423.47	496.44
7. Moraga (CCSWA)	339.82	509.75	679.65	1,019.50
8. Orinda (CCSWA)	415.98	623.97	831.95	1,247.93
9. Pleasant Hill	203.27	304.52	405.99	609.19
10. Walnut Creek (CCSWA)	211.37	346.14	461.51	692.26
Average	$ 292.64	$ 425.51	$ 585.41	$ 843.46
2015 County rates (Option 1)	$ 210.80	$ 296.15	$ 421.64	$ 592.35
Difference	-28%	-31%	-31%	-30%
Unincorporated County Areas				
1. Alamo & Uninc Central CCC (CCCSWA)	$ 277.65	$ 416.45	$ 555.28	$ 832.92
2. Crockett Garbage – West CCC (County)	162.74	N/A	245.88	N/A
3. Garaventa Enterprises –East CCC (County)	300.44	419.73	545.65	784.23
4. Richmond Sanitary – West CCC (County)	334.71	457.34	612.02	850.36
Average	$ 268.89	$ 431.17	$ 489.71	$ 822.50
2015 County rates (Option 1)	$ 210.80	$ 296.15	$ 421.64	$ 592.35
Difference	-22%	-31%	-14%	-28%

Table C-3
Comparison of 2015 Unincorporated Contra Costa County Industrial Rates with Neighboring Jurisdictions
(Per Pull, 2 Tons of Material)

Jurisdiction	20 yard
1. Antioch	$563.20
2. Clayton	470.28
3. Concord	508.00
4. Danville (CCSWA)	690.69
5. Lafayette (CCSWA)	737.30
6. Martinez	455.47
7. Moraga (CCSWA)	762.27
8. Orinda (CCSWA)	805.78
9. Pleasant Hill	389.18
10. Uninc. Co (CCCSWA)	664.21
11. Walnut Creek (CCSWA)	858.74
Average	$627.74
2015 County rates (Option 1)	$450.04
Difference	-28%

Attachment D:
Costs for Shift to Weekly Curbside Recycling Services
(Agreed to in 2014 as Part of Franchise Extension)

Cost Category	Weeky Recycle	Weekly Green
Disposal Expense	$ (7,484)	$ 24,930
Driver Expense	$ 42,782	$ 42,782
Truck Depreciation	$ 9,036	$ 9,036
Truck Fixed	$ 2,500	$ 2,500
Truck Variable	$ 49,622	$ 49,622
Container Depreciation	$ -	$ -
Gross Operating Cost	$ 96,455	$ 128,869
Insurance	$ 5,787	$ 5,787
G&A	$ 2,500	$ 2,500
Program Promotion	$ 5,000	$ 5,000
Total Costs	$ 109,742	$ 142,157
Operating Ratio	$ 1	$ 1
Rev Requirement b/f Capital	$ 121,936	$ 157,952
Cost of Capital	$ 9,939	$ 9,939
Total Rev Requirement b/f Franchise Fee	$ 131,875	$ 167,891
Franchise Fee 5%	$ 6,941	$ 8,836
Total Rev Requirement a/f Franchise Fee	$ 138,816	$ 176,728

Attachment E:
Costs for Mandatory Commercial Recycling Program
(Agreed to in 2014 as Part of Franchise Extension)

Category		Amount
Disposal Expense	$	(22,896)
Revenue for Recycled Materials	$	(9,375)
Driver Expense	$	53,477
Truck Variable	$	51,960
License and Registration	$	2,250
Vehicle Depreciation	$	21,660
Container Depreciation	$	5,850
Container Variable	$	4,115
Gross Operating Ccost	$	107,042
20% Recycle Coordinator	$	14,000
G&A/Program Promotion	$	2,500
Total Allowable Operating Costs	$	123,542
Operating Ratio		90%
Allowable Cost with Profit	$	137,269
Cost of Capital	$	11,913
Revenue Requirement b/f Franchise Fee	$	149,182
Francise Fee 5%	$	7,852
Total Revenue Requirement	$	157,033

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Right of Entry Agreement for Camino Diablo Paving at Union Pacific Railroad Crossing, Knightsen Area

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Right of Entry Agreement with Union Pacific Railroad Company for Camino Diablo paving at the UP crossing, and APPROVE payment of $750 for Marsh USA's Railroad Protective Liability Insurance, Byron area.

FISCAL IMPACT:
The Camino Diablo paving will be funded by Local Road funds (100%)

BACKGROUND:
This agreement is required to allow the County to work within 25 feet of Union Pacific Railroad Company's (UP) railroad tracks. As a condition of the Right of Entry Agreement, UP has required the County to indemnify UP and the indemnification language has been reviewed by County Risk Management.

CONSEQUENCE OF NEGATIVE ACTION:
The Public Works Department will not have sufficient access rights to allow needed maintenance to be performed at this location.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

Contact: Paul Clifton, 925-313-7003

cc:

ATTACHMENTS

Right of Entry
Agreement

BUILDING AMERICA®

Folder No.: 2942-35
UPRR Audit No.:

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2015, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

Contra Costa County (*Name of Contractor*)

a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by Contra Costa County to remill and repave the approaches to the existing Camino Diablo Rd., at-grade public road crossing at Railroad Mile Post 67.17 (DOT 751846X) on its Tracy Subdivision in or near Byron, Contra Costa County, , as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a Consent Letter dated October 28, 2015, between the Railroad and the County.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

JUSTIN D. ROGERS
MGR TRACK MNTCE
33 BRIDGEHEAD RD
MARTINEZ, CA 94553
(402) 233-1746
jdrogers@up.com

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until FEBRUARY 29, 2016 (*Expiration Date*), unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No.: 2942-35

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By:_____
DAVID C. LAPLANTE
Senior Mgr. Contracts

(Name of Contractor)

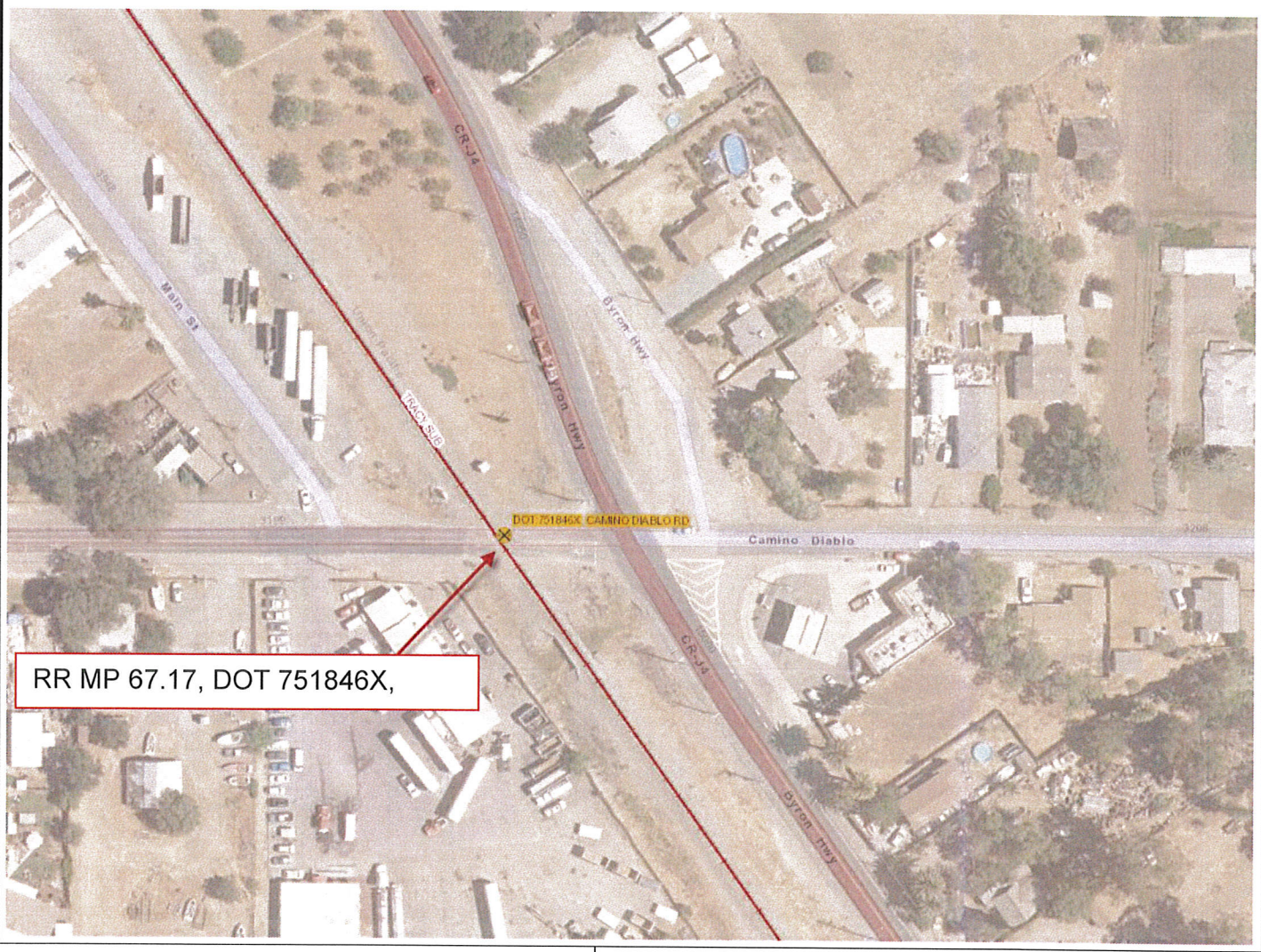
By_____

Printed Name:_____

Title:_____

EXHIBIT "A"

RAILROAD LOCATION PRINT
ACCOMPANYING A
MAINTENANCE CONSENT LETTER/CONTRACTOR'S RIGHT OF ENTRY AGREEMENT



UNION PACIFIC RAILROAD COMPANY

TRACY SUBDIVISION
RAILROAD MILE POST 67.17
BYRON, CONTRA COSTA COUNTY, CA

To accompany an agreement with the

CONTRA COSTA COUNTY and its CONTRACTOR'S

UPRR Folder No. 2942-35 Date: October 28, 2015

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS & CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work , even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. **COMMERCIAL GENERAL LIABILITY INSURANCE**. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **BUSINESS AUTOMOBILE COVERAGE INSURANCE**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **RAILROAD PROTECTIVE LIABILITY INSURANCE**. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. **UMBRELLA OR EXCESS INSURANCE**. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

$5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

OTHER REQUIREMENTS

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

i. Waist-length shirts with sleeves.
ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers
- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
v. Before stepping over or crossing tracks, look in both directions first.
vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract amendment with CCTA for SR4 East Widening Somersville Road to State Route 160 Project

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute Amendment No. 7 to Agreement No. 208 with the Contra Costa Transportation Authority effective October 21, 2015, to increase the amount payable to Contra Costa County by $200,000 for a new payment limit of $7,248,054 for the State Route 4 East Widening Somersville Road to State Route 160 Project (Project No. 4660-6X4168 [ACQ/3540]), as recommended by the Public Works Director, East County area.

FISCAL IMPACT:

100% Contra Costa Transportation Authority funds.

BACKGROUND:

Contra Costa Transportation Authority requires a variety of right of way services but has no right of way staff and has contracted with the County for these services. On June 21, 2006 the Board approved the original Agreement No. 208 for the State Route 4 East Widening Somersville Road to State Route 160 Project. The parties now wish to modify the scope of services to include additional right of way acquisition services for additional condemnation services, TCE extension services, and for remaining work to facilitate the transfer of BART parcels, sale-of-surplus property, file closeout and project right of way transfer to Caltrans, and property management.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

Contact: Jann Edmunds, 925-313-2250

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa Transportation Authority would not be able to contract the County for right of way services.

AGENDA ATTACHMENTS

Agreement

MINUTES ATTACHMENTS

Signed: Agreement No. 208

ORIGINAL

CONTRA COSTA
transportation
authority

Agreement No. 208
With
Contra Costa County
For
State Route 4 (SR4) Widening Project – Somersville Road to SR160

October 21, 2015

AMENDMENT No. 7

WHEREAS, the Contra Costa Transportation Authority and Contra Costa County entered into Agreement No. 208 on June 21, 2006 for Right-of-Way (ROW) acquisition services with a Total Agreement Value of $1,425,000; and

WHEREAS, Amendment No. 1 to Agreement No. 208 was approved on November 28, 2007 to increase the compensation by $1,428,000 for a new Total Agreement Value of $2,853,000 to include the ultimate facility in Segment 3 of the project; and

WHEREAS, Amendment No. 2 to Agreement No. 208 was approved on July 21, 2010 to increase the compensation by $1,392,900 for a new Total Agreement Value of $4,245,900 to include additional parcels and complex items; and

WHEREAS, Amendment No. 3 to Agreement No. 208 was approved on March 16, 2011 to increase the compensation by $1,212,100 for a new Total Agreement Value of $5,458,000 to include additional parcels, condemnation services and demolition services; and

WHEREAS, Amendment No. 4 to Agreement No. 208 was approved on January 18, 2012 to increase the compensation by $820,000 for a new Total Agreement Value of $6,278,000 to include additional ROW acquisition services for condemnation, appraisal and negotiations, property management and demolition services; and

WHEREAS, Amendment No. 5 to Agreement No. 208 was approved on September 19, 2012 to increase the compensation by $500,000 for a new Total Agreement Value of $6,778,000 to include additional ROW acquisition services for condemnation and project close-out activities, and preparation of utility Joint Use Agreements (JUAs) and Consent to Common Use Agreements (CCUAs); and

WHEREAS, Amendment No. 6 to Agreement No. 208 was approved on July 16, 2014 to increase the compensation by $270,054 for a new Total Agreement Value of $7,048,054 to include additional ROW services for demolition and condemnation activities; and

WHEREAS, the parties now wish to increase the compensation limit and increase the scope-of-services of Agreement No. 208 for additional condemnation services, TCE extension services, and for remaining work to facilitate the transfer of BART parcels, sale-of-surplus property, file closeout and project ROW transfer to Caltrans, and property management described in a letter from Contra Costa County dated September 1, 2015; now therefore be it

MUTUALLY AGREED:

(1) That Article 3 of the Agreement is amended to expand "Services by County" to include tasks set forth in the attached letter from Contra Costa County dated September 1, 2015; and

(2) That Article 4 of the Agreement is amended to increase the compensation limit by $200,000 for a new Total Agreement Value of $7,248,054; and

(3) That all other items and conditions of the Agreement shall remain in effect.

In witness whereof, the parties hereto have executed this Amendment No. 7 to Agreement No. 208 effective as of the 21st day of October, 2015.

COUNTY OF CONTRA COSTA

_____
Chair, Board of Supervisors

ATTEST: David Twa
Clerk of the Board of Supervisors
and County Administrator

By: _____
Deputy

Recommended to the County Board of Supervisors for Approval:

By: _____
Principal Real Property Agent

CONTRA COSTA TRANSPORTATION AUTHORITY

Julie K. Pierce, Chair

ATTEST:

Randell H. Iwasaki, Executive Director

Approved as to Form:

Malathy Subramanian, Authority Counsel

By: _____
Public Works Director
For

Approved as to Form:
Sharon L. Anderson, County Counsel

By: _____
Deputy

ORIGINAL

CONTRA COSTA
transportation
authority

Agreement No. 208
With
Contra Costa County
For
State Route 4 (SR4) Widening Project – Somersville Road to SR160

October 21, 2015

AMENDMENT No. 7

WHEREAS, the Contra Costa Transportation Authority and Contra Costa County entered into Agreement No. 208 on June 21, 2006 for Right-of-Way (ROW) acquisition services with a Total Agreement Value of $1,425,000; and

WHEREAS, Amendment No. 1 to Agreement No. 208 was approved on November 28, 2007 to increase the compensation by $1,428,000 for a new Total Agreement Value of $2,853,000 to include the ultimate facility in Segment 3 of the project; and

WHEREAS, Amendment No. 2 to Agreement No. 208 was approved on July 21, 2010 to increase the compensation by $1,392,900 for a new Total Agreement Value of $4,245,900 to include additional parcels and complex items; and

WHEREAS, Amendment No. 3 to Agreement No. 208 was approved on March 16, 2011 to increase the compensation by $1,212,100 for a new Total Agreement Value of $5,458,000 to include additional parcels, condemnation services and demolition services; and

WHEREAS, Amendment No. 4 to Agreement No. 208 was approved on January 18, 2012 to increase the compensation by $820,000 for a new Total Agreement Value of $6,278,000 to include additional ROW acquisition services for condemnation, appraisal and negotiations, property management and demolition services; and

WHEREAS, Amendment No. 5 to Agreement No. 208 was approved on September 19, 2012 to increase the compensation by $500,000 for a new Total Agreement Value of $6,778,000 to include additional ROW acquisition services for condemnation and project close-out activities, and preparation of utility Joint Use Agreements (JUAs) and Consent to Common Use Agreements (CCUAs); and

WHEREAS, Amendment No. 6 to Agreement No. 208 was approved on July 16, 2014 to increase the compensation by $270,054 for a new Total Agreement Value of $7,048,054 to include additional ROW services for demolition and condemnation activities; and

WHEREAS, the parties now wish to increase the compensation limit and increase the scope-of-services of Agreement No. 208 for additional condemnation services, TCE extension services, and for remaining work to facilitate the transfer of BART parcels, sale-of-surplus property, file closeout and project ROW transfer to Caltrans, and property management described in a letter from Contra Costa County dated September 1, 2015; now therefore be it

MUTUALLY AGREED:

(1) That Article 3 of the Agreement is amended to expand "Services by County" to include tasks set forth in the attached letter from Contra Costa County dated September 1, 2015; and

(2) That Article 4 of the Agreement is amended to increase the compensation limit by $200,000 for a new Total Agreement Value of $7,248,054; and

(3) That all other items and conditions of the Agreement shall remain in effect.

In witness whereof, the parties hereto have executed this Amendment No. 7 to Agreement No. 208 effective as of the 21st day of October, 2015.

COUNTY OF CONTRA COSTA

Chair, Board of Supervisors

ATTEST: David Twa
Clerk of the Board of Supervisors
and County Administrator

By: _____
Deputy

Recommended to the County Board of Supervisors for Approval:

By: _____
Principal Real Property Agent

CONTRA COSTA TRANSPORTATION AUTHORITY

Julie K. Pierce, Chair

ATTEST:

Randell H. Iwasaki, Executive Director

Approved as to Form:

Malathy Subramanian, Authority Counsel

By: _____
Public Works Director
for

Approved as to Form:
Sharon L. Anderson, County Counsel

By: _____
Deputy

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: APPROVE the conveyance of real property to the State of California

RECOMMENDATION(S):

APPROVE the conveyance of real property described in the grant deed, to the State of California (State) for use as a state highway, in accordance with Agreement No. 208 between Contra Costa County (County), and pursuant to Streets & Highway Code § 960. (Project No.: 4660-6X4168 [SCH No. 2004092135])

DETERMINE that the real property is no longer required by the County for highway purposes.

AUTHORIZE the Chair, Board of Supervisors, to execute a grant deed on behalf of the County.

DIRECT the Real Estate Division of the Public Works Department to cause said Grant Deed to be delivered to the State for acceptance and recording in the office of the County Clerk-Recorder.

ACKNOWLEDGE that between the date of this approval and the date the grant deed is delivered to the State for acceptance, the Public Works Department will continue efforts to clear the title to the property, including processing of documents from other entities to release liens and encumbrances on the property.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

Contact: Jessica Dillingham, 925-313-2224

cc:

FISCAL IMPACT:

100% Contra Costa Transportation Authority Funds

BACKGROUND:

Pursuant to the terms of the executed Cooperative Agreement No. 4-2133-C dated October 30, 2007, between the State and the Contra Costa Transportation Authority (CCTA), CCTA agreed to deliver to the State legal title to the right of way for the State Route 4 (E) Widening – Somersville Road to State Route 160 Project Segment 1 (Project), a state highway, and the State would accept said title, subject to review of a Policy of Title Insurance.

On January 18, 2008, CCTA and the County entered into Agreement No. 208 (Agreement) for the County to provide right of way services for the Project. The terms of the Agreement required the County to initially take title to the right of way for the Project. Subsequently, upon direction from CCTA staff, County would transfer the right of way to the State. The Agreement is on file at the Public Works Department.

The County acquired the Property for highway purposes associated with the Project, in accordance with the Agreement. CCTA has requested that the Property be conveyed to the State, in accordance with the Agreement and the Cooperative Agreement. The Property is no longer required by the County for highway purposes, but is required by the State.

It is anticipated that the State of California will not be able to accept title to the property until mid-2016. In the interim, the Public Works Department will continue efforts to clear the title to the property. These efforts may include the acceptance and recordation of documents from other entities necessary to release liens and encumbrances on the property, subject to approval by the Board of Supervisors. After title is transferred to the State of California, the State will assume this responsibility.

CONSEQUENCE OF NEGATIVE ACTION:

The County would continue to own property within the State Route 4 right of way and would not be in compliance with the Agreement.

AGENDA ATTACHMENTS

Grant Deed

MINUTES ATTACHMENTS

Signed: Grant Deed

RECORDING REQUESTED BY
STATE OF CALIFORNIA

- -

WHEN RECORDED RETURN TO
DEPARTMENT OF TRANSPORTATION
PO BOX 23440, MS-11A
OAKLAND, CA 94623-0440
Attn: Kristin Schober

Space above this line for Recorder's Use

GRANT DEED

District	County	Route	Postmile	Number
04	CC	4	25.6 – 26.5	62836

Contra Costa County, a political subdivision of the State of California, hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Antioch and the City of Pittsburg in the County of Contra Costa, State of California, described as follows:

See Exhibit "A", attached.

Transfer Tax Not Applicable: R & T Code 11922

STATE BUSINESS: Free

This is to certify that this document is presented for recordation by the State of California under Government Code 27383 and is necessary to complete the chain of title of the State to property acquired by the State of California.

DISTRICT DIRECTOR

BY _____

MARK L. WEAVER
Deputy District Director
Right of Way and Land Surveys

Number
62836

Dated this _____ day of _____, 2015

CONTRA COSTA COUNTY

Date: _____

By _____
Chair, Board of Supervisors

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Deputy Clerk

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

MALCOLM DOUGHERTY
Director of Transportation

By _____
MARK L. WEAVER, Attorney in Fact
Deputy District Director
Right of Way and Land Surveys

Number
62836

ACKNOWLEDGMENT

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

State of California } SS
County of _____

On _____ before me, _____ ,
Here insert Name and Title of the Officer

personally appeared _____ ,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

Parcel 62836-1 (*61097-1*)

Real property in Pittsburg, Contra Costa County, California, described as follows:

Parcel 1 described in the Grant Deed to Contra Costa County, recorded June 11, 2010, as Document Number 2010-0116721, Official Records of Contra Costa County, described as follows:

A portion of Parcel One described in the Grant Deed to Century Plaza Development Corporation, recorded June 15, 1998 as Document Number 98-0135031, Official Records of said County, described as follows:

"**Beginning** at the southeasterly corner of that certain parcel of land shown as "Designated Remainder" on "Parcel Map MS 678-05", filed November 29, 2005 in Book 195 of Parcel Maps, Page 17, Contra Costa County Records, said corner being coincident with the northerly line of the lands of the State of California as described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579, Official Records of said County;

1. thence, North 17°39'51" West 4.92 feet along the easterly line of said Designated Remainder parcel;
2. thence, leaving last said line, South 70°48'34" East 184.77 feet to the northerly line of said the lands of the State of California;
3. thence, North 72°20'09" West 184.71 feet along said northerly line to the **Point of Beginning.**

Containing 455 square feet (0.010 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D.N. 2010-0116721) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights, including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-2 (*61097-2*)

Real property in Pittsburg, Contra Costa County, California, described as follows:

Parcel 2 described in the Grant Deed to Contra Costa County, recorded June 11, 2010, as Document Number 2010-0116721, Official Records of Contra Costa County, described as follows:

A portion of Parcel One described in the Grant Deed to Century Plaza Development Corporation, recorded June 15, 1998 as Document Number 98-0135031, Official Records of said County, described as follows:

"**Beginning** at the most westerly corner of "Lot B" as said lot is shown on Subdivision Map 8177, filed June 22, 2001 in Book 431 of Maps, Page 49, Official Records of said County, said corner being coincident with the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579, Contra Costa County Records, said corner also being the beginning of a non-tangent curve concave northwesterly and having a radius of 384.76 feet, (a radial line of said curve to said point bearing South 08°02'25" West);

1. thence, northeasterly 207.65 feet along said curve, and northerly line of said "Lot B", through a central angle of 30°55'18";
2. thence, continuing along said northerly line, North 66°13'36" East 11.17 feet;
3. thence, leaving said northerly line, South 77°31'33" West 24.30 feet to the beginning of a non-tangent curve concave northwesterly and having a radius of 990.50 feet, (a radial line of said curve to said point bearing South 05°43'54" East);
4. thence, southwesterly 323.87 feet along said curve, through a central angle of 18°44'04" to the beginning of a compound curve, concave northwesterly and having a radius of 1340.50 feet;
5. thence, southwesterly 75.05 feet along said curve, through a central angle of 03°12'28" to said northerly line of the State of California;
6. thence, South 72°20'09" East 214.60 feet along said northerly line to the **Point of Beginning,**

Containing 5,685 square feet (0.131 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D.N. 2010-0116721) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-3 (*61119-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 13 described in the Final Order of Condemnation to Contra Costa County, recorded January 12, 2011, as Document Number 2011-0008290, Official Records of Contra Costa County, described as follows:

A portion of those parcels of land described in the following instruments recorded in the Office of the Recorder of said County:

SOL'S to Kaiser Foundation Health Plan, Inc., Grant Deed, recorded January 15, 1982 in Book 10645 at Page 5;

Delta Fair, Inc. to Kaiser Foundation Health Plan, Inc., Grant Deed, recorded January 26, 1962 in Book 4044 at Page 19;

more particularly described as follows:

"**Beginning** at the northwesterly corner of Parcel One, as described in said Grant Deed recorded in Book 10645 at Page 5;

1. thence, South 08°56'43" West 3.10 feet along the westerly line of said Parcel One;
2. thence, leaving said westerly line, South 69°26'03" East 16.82 feet;
3. thence, South 69°16'59" East 301.26 feet;
4. thence, South 69°39'51" East 409.63 feet;
5. thence, South 20°20'09" West 5.10 feet;
6. thence, South 69°39'51" East 15.00 feet;
7. thence, North 20°20'09" East 5.10 feet;
8. thence, South 69°39'51" East 37.43 feet;
9. thence, South 64°47'43" East 206.51 feet to the easterly line of the lands of Kaiser Foundation Health Plan, Inc., as described in said Grant Deed recorded in Book 4044 at Page 19;
10. thence, North 30°23'58" East 11.26 feet along said easterly line to the southeasterly corner of the lands of the State of California as described in that certain Grant Deed recorded October 2, 1995 as Instrument 95-166186, Official Records of said County;
11. thence, North 67°06'20" West 335.49 feet along the southerly line of said lands of the State of California to the northerly line of said Parcel One and said lands of Kaiser Foundation Health Plan, Inc.;
12. thence, leaving said southerly line, North 69°57'52" East 653.34 feet along the last said northerly lines to the **Point of Beginning.**

Containing 6,372 square feet (0.146 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said Final Order of Condemnation (D. N. 2011-0008290) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's

Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-4 (*61120-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 61120-1, described in the Grant Deed to Contra Costa County, recorded December 23, 2009, as Document Number 2009-0299720, Official Records of Contra Costa County, described as follows:

> A portion of Parcel B of *Minor Subdivision 1-72*, filed June 23, 1972, in Book 22 of Parcel Maps, Page 38, Page 38, Contra County Records (said Parcel B is also referenced in the Grant Deed to Delta Square Associates, LP, recorded August 25, 1980 in Book 9971 at Page 219, Official Records of said County) described as follows:
>
> "**Beginning** at the easterly terminus of that certain course described as North 74°16'17" West 175.28 feet (the bearing of North 73°24'48" West being taken for the purpose of making this description) in the deed to the State of California recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County;
>
> 1. thence, North 73°24'48" West 2.93 feet along the southerly line of said lands of the State of California;
> 2. thence, leaving said southerly line, South 69°26'03" East 309.57 feet to the easterly line of said lands of Delta Square Associates;
> 3. thence, North 08°56'43" East 3.10 feet along said easterly line to said southerly line;
> 4. thence, leaving said easterly line, north 69°57'52" west 306.04 feet along said southerly line to the **Point of Beginning.**
>
> Containing 497 square feet (0.011 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2009-0299720) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-5 (*61098-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Land described in the Grant Deed to Contra Costa County, recorded October 22, 2004, as Document Number 2004-406219, Official Records of Contra Costa County, as follows:

Lot B of *Century Plaza 2, Subdivision 8177*, filed June 22, 2001 in Book 431 of Maps at page 49, Contra Costa County Records.

Containing 4,635 square feet (0.106 acres), more or less."

Parcel 62836-6 (*61099-1*)

Real property in Pittsburg, Contra Costa County, California, described as follows:

Land described in the Grant Deed to Contra Costa County, recorded October 22, 2004, as Document Number 2004-0406219, Official Records of Contra Costa County, as follows:

Lot A of *Century Plaza 2, Subdivision 8177*, filed June 22, 2001 in Book 431 of Maps at Page 49, County Recorder of said County.

Containing 12,415 square feet (0.285 acres), more or less."

Parcel 62836-7 (*portion of 61117-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel One described in the Grant Deed to Contra Costa County, recorded May 29, 2009, as Document Number 2009-0124034-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 'B' as shown on the Parcel Map filed March 10, 1980 in Book 85 of Parcel Maps, Page 4, Official Records of said County, described as follows:

"**Beginning** at the most northerly corner of said Parcel One;
Thence, along the exterior boundary of said Parcel One, the following four (4) courses:

1. South 69°57'52" East 296.54 feet to the beginning of a non-tangent curve concave southwesterly, and having a radius of 40.00 feet (a radial line of said curve to said point bearing North 71°21'07" East);
2. thence, along last said general westerly line, southerly 43.20 feet along said curve, through a central angle of 61°52'31";
3. thence, South 43°13'38" West, 125.81 feet;
4. thence, North 46°46'22" West, 183.73 feet;
5. thence, North 41°07'25" West 15.01 feet;
6. thence, North 50°58'49" West 101.34 feet to said exterior boundary line;
7. thence, North 30°23'58" East, 37.68 feet along last said line to the **Point of Beginning**.

Containing 29,822 square feet (0.68 acres), more or less."

Parcel 62836-8 (*61118-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1 described in the Grant Deed to Contra Costa County, recorded August 30, 2010, as Document Number 2010-0182138, Official Records of Contra Costa County, described as follows:

A portion of that certain parcel of land described as Parcel One in the Grant Deed to Melton Recreation, Inc., a California Corporation recorded on September 28, 2007 as Document 2007-0272685, Official Records of said County, described as follows:

"**Beginning** at the northwesterly corner of said Parcel One, said corner also being the southwesterly corner of the lands described in that Grant Deed to the State of California recorded on January 30, 1995 As Document 95-014410, Official Records of said County;

1. thence, South 66°37'07" East 398.67 feet along the southwesterly line of said parcel (95-014410), to the Northeasterly corner of said Parcel One;
2. thence, South 30°23'58" West 29.66 feet along the southeasterly line of said Parcel One;
3. thence, North 58°39'09" West 44.10 feet;
4. thence, North 64°47'43" West 143.77 feet;
5. thence, North 25°12'17" East 0.31 feet;
6. thence, North 59°05'05" West 20.18 feet;
7. thence, North 64°47'43" West 188.97 feet to the northwesterly line of said Parcel One;
8. thence, North 30°23'58" East 9.85 feet along last said to **the Point of Beginning**.

Containing 6,980 square feet (0.160 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2010-0182138) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-9 (*61123-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 61123-1, described in the Quitclaim Deed to Contra Costa County, recorded April 6, 2010, as Document Number 2010-0067124, Official Records of Contra Costa County, described as follows:

Being all of the lands of Antioch Development Agency described as "that portion of Parcel B described as 'Building Set Back Area' on the Parcel Map filed March 10, 1980 in Book 84 of Parcel Maps, Page 4, Contra Costa Records" in the Grant Deed to the Antioch Development Agency recorded November 14, 1984 in Book 12063 at Page 681 of Official Records of said County, and described in said Quitclaim Deed as follows:

"**Beginning** at the northwesterly corner of said lands of Antioch Development Agency, said corner being coincident with the southerly line of the lands of the State of California described in the Grant Deed recorded February 7, 1995 under document number 95-019810 Official Records of said County;

1. thence, South 69°57'52" East 262.57 feet along the common boundary line of said lands to the beginning of a curve concave southwesterly, and having a radius of 40.00 feet;
2. thence, easterly and southeasterly 35.83 feet along said curve and said common boundary line, through a central angle of 51°18'59";
3. thence, leaving said common boundary line, North 69°57'52" West 296.54 feet to the westerly line of Parcel B of Parcel Map No. M.S. 8-79 filed in Book 85 of Parcel Maps at Page 4 Official Records of said county;
4. thence, north 30°23'58" east 15.25 feet along said westerly line to the **Point of Beginning.**

Containing 4,285 square feet (0.098 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2010-0067124) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-10 (*61101-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 6 described in the Final Order of Condemnation to Contra Costa County, recorded December 19, 2011, as Document Number 2011-0276564, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 of *Minor Subdivision 6-76* filed October 26, 1976 in Book 49 of Parcel Maps, Page 28, Contra Costa County Records (said Parcel 1 is also referenced in the Interspousal Grant Deed to James Kin Sing Watt, Trustee of the James Kin Sing Watt 2007 Living Trust, recorded May 29, 2008 under Document Number 2008-0119370, Official Records of said County), more particularly described as follows:

"**Beginning** at the most westerly corner of said lands of Watt, said corner being coincident with the southeasterly line of the lands of the State of California described in the Grant Deed recorded June 7, 1973 in Book 4382 at Page 664 Official Records of said County;

1. thence, North 43°13'38" East 172.56 feet along the general northwesterly line of said lands of Watt;
2. thence, continuing along said general northwesterly line, North 61°57'53" East 34.96 feet;
3. thence, leaving last said line, South 43°35'47" West 82.27 feet;
4. thence, South 42°11'16" West 117.18 feet to the general southerly line of said lands of Watt;
5. thence, North 72°42'43" West 14.26 feet along last said line to the **Point of Beginning**.

Containing 2,134 square feet (0.049 acres), more or less."

Parcel 62836-11 (*portion of 61116-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 11 described in the Final Order of Condemnation to Contra Costa County, recorded August 26, 2011, as Document Number 2011-0175549-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel B of *Minor Subdivision 1-75* filed December 23, 1975 in Book 41 of Parcel Maps, Pages 38 and 39, Contra Costa County Records (said portion is also a portion of Parcel One described in the Grant Deed to Diamond Properties, a California

Corporation, recorded December 30, 2008, under Document No. 2008-0277545, Official Records of said County), more particularly described as follows:

"**Beginning** at the most easterly corner of said Parcel One;

1. thence, South 43°13'38" West 58.80 feet along the southeasterly line of said Parcel one;
2. thence, leaving last said line, North 47°48'44" West 13.03 feet;
3. thence, North 42°43'03" East 59.04 feet to the Northeasterly line of said Parcel One;
4. thence, South 46°46'22" East 13.55 feet along said Northeasterly line to **the Point of Beginning.**

Containing 783 square feet (0.02 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said Final Order of Condemnation (D. N. 2011-0175549-00) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-12 (*61102-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1 described in the Final Order of Condemnation to Contra Costa County, recorded September 12, 2011, as Document Number 2011-0186291-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 2 of *Minor Subdivision 6-76* filed October 26, 1976 in Book 49 of Parcel Maps, Page 28, Contra Costa County Records (said parcel is also referenced as Parcel One in the Grant Deed to Khatri and Sons, LLC, recorded August 28, 2003 as Document Number 2003-0428339-00, Official Records of said County), described as follows:

"**Beginning** at the most northerly corner of said Parcel One;

1. thence, south 72°42'43" East 14.26 feet along the general northerly line of said Parcel One;
2. thence, leaving said general northerly line, South 41°41'00" West 27.94 feet;
3. thence, South 69°18'13" West 8.00 feet;
4. thence, South 42°11'16" West 199.47 feet;
5. thence, South 15°03'32" West 8.00 feet;

6. thence, South 42°11'16" West 3.86 feet to the beginning of a non-tangent curve concave easterly and having a radius of 26.50 feet (a radial line of said curve to said point bearing North 55°37'25" West);
7. thence, southerly and southeasterly 45.87 feet along said curve, through a central angle of 99°10'18";
8. thence, South 66°12'00" East 57.11 feet;
9. thence, South 64°47'43" East 145.28 feet to the southerly line of said Parcel One;

thence, along said southerly line and the northwesterly line of said Parcel One the following three (3) courses:

10. North 71°51'52" West 191.21 feet to the beginning of a non-tangent curve concave northeasterly and having a radius of 50.00 feet (a radial line of said curve to said point bearing South 18°08'09" West);
11. northwesterly and northerly 93.72 feet along said curve, through a central angle of 107°23'31";
12. North 43°13'38" East 238.90 feet to said, general northerly line and the **Point of Beginning.**

Containing 6,617 square feet (0.152 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said Final Order of Condemnation (D. N. 2011-0186291-00) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-13 (*61102-2*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 2 described in the Final Order of Condemnation to Contra Costa County, recorded September 12, 2011, as Document Number 2011-0186291, Official Records of Contra Costa County, described as follows:

A portion of Parcel 2 of *Minor Subdivision 6-76* filed October 26, 1976 in Book 49 of Parcel Maps, Page 28, Contra Costa County Records (said Parcel 2 is also referenced as Parcel One in the Grant Deed to Khatri and Sons, LLC, recorded August 28, 2003 as Document Number 2003-0428339-00, Official Records of said County), described as follows:

"**Beginning at** a Point on the southerly line said Parcel One, from which the most southerly corner thereof bears South 71°52'52" East 59.40 feet;

1. thence, North 71°51'52" West 11.01 feet along said southerly line;
2. thence, leaving said southerly line, North 20°20'09" East 7.05 feet;
3. thence, South 69°39'51" East 11.00 feet;
4. thence, South 20°20'09" West 6.63 feet to said southerly line, and the **Point of Beginning.**

Containing 75 square feet, more or less."

TOGETHER WITH all those certain rights, including access rights, described in said Final Order of Condemnation (D. N. 2011-0186291) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-14 (*61106-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1 described in the Grant Deed to Contra Costa County, recorded October 30, 2009, as Document Number 2009-0259747-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 shown on the Parcel Map filed December 9, 1977 in Book 60 of Parcel Maps, Page 48, Contra Costa County Records (last said Parcel 1 is also referenced in the Grant Deed to Joart Homes, Inc., recorded April 17, 1978, in Book 8795 at Page 90, Official Records of said County), described as follows:

"**Beginning** at a point on the southerly line of the lands of said Joart Homes, Inc., from which the southwesterly corner thereof bears North 62°22'10" West 21.59 feet, said point also being coincident with the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579, Official Records of said County;

1. thence, leaving said southerly line South 69°39'51" East 97.29 feet to the easterly line of said lands of Joart Homes;
2. thence, South 15°38'54" West 4.87 feet along said easterly line to the northerly line of said lands of the State of California;
3. thence, North 69°57'52" West 57.43 feet along said northerly line;
4. thence, North 62°22'10" West 40.58 feet along said northerly line to the **Point of Beginning.**

Containing 390 square feet, more or less."

Parcel 62836-15 (*61107-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1 described in the Grant Deed to Contra Costa County, recorded April 8, 2010, as Document Number 2010-0068922, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 of *Minor Subdivision 16-84* filed January 22, 1985 in Book 114 of Parcel Maps, Page 20, Contra County Records (last said Parcel 1 is also referenced in the Grant Deed to Ramesh Pitamber, recorded May 5, 2008 as Document Number 2008-0098083, Official Records of said County), described as follows:

"**Beginning** at the southwesterly corner of the lands of said Pitamber, said point also being coincident with the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579, Official Records of said County;

1. thence, North 15°38'54" East 4.87 feet along the westerly line of said lands of Pitamber;
2. thence, leaving said westerly line, South 69°39'51" East 107.13 feet;
3. thence, North 20°20'09" East 0.50 feet;
4. thence, South 69°39'51" East 165.67 feet to the easterly line of said lands of Pitamber;
5. thence, South 20°01'11" West 3.92 feet along said easterly line to the southerly line of said lands of Pitamber, said southerly line being coincident with the northerly line of said lands of the State of California;
6. thence, North 69°57'52" West 272.43 feet along the common boundary line of said lands to the **Point of Beginning.**

Containing 1,211 square feet (0.028 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2010-068922) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-16 (*61108-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1 described in the Grant Deed to Contra Costa County, recorded August 17, 2010, as Document Number 2010-168299-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 2 of Minor Subdivision 16-84 filed January 22, 1985 in Book 114 of Parcel Maps, Page 20, Contra Costa County Records (said Parcel 2 is also referenced in the Grant Deed to KC PROPCO, LLC, recorded July 7, 2003 under Document Number 2003-0319979, Official Records of said County), described as follows:

"**Beginning** at the southwesterly corner of the lands of said KC PROPCO, said point being coincident with the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County;

1. thence, North 20°01'11" East 3.92 feet along the westerly line of said lands of KC PROPCO;
2. thence, leaving said westerly line, South 69°39'51" East 128.09 feet to the easterly line of said lands of KC PROPCO;
3. thence, South 29°42'49" West 3.30 feet along last said line to said northerly line;
4. thence, North 69°57'52" West 127.53 feet along last said line to the **Point of Beginning;**

Containing 459 square feet (0.011 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2010-0168299-00) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-17 (*61109-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

'Parcel 1 : Fee' described in the Grant Deed to Contra Costa County, recorded March 31, 2015, as Document Number 2015-0058723-00, Official Records of Contra Costa County, described as follows:

A portion of the 84 foot easement dedicated to the City of Antioch, as said easement is shown on the Map entitled "Subdivision 4910, Contra Loma Estates, Unit 4", filed March

31, 1977 in Book 195 of Maps at Page 15, Official Records of said County, described as follows:

"**Beginning** at the southwesterly corner of said easement to the City of Antioch, said corner also lying on the northerly line of the lands of the State of California as described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County;

1. thence, North 29°42'49" East 3.30 feet along the westerly line of said easement to the City of Antioch;
2. thence, leaving said westerly line, South 69°39'51" East 85.13 feet to the easterly line of said easement to the City of Antioch;
3. thence, South 29°42'49" West 1.21 feet along said easterly line to the northerly line of said lands of the State of California;
4. thence, North 72°06'44" West 42.90 feet along said northerly line;
5. thence, North 69°57'52" West 42.61 feet along last said line to the **Point of Beginning.**

Containing 224 square feet, more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2010-168299-00) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-18 (*61110-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1, Permanent Highway Easement, described in Final Order of Condemnation, recorded February 26, 2015, as Document Number 2015-0033145, Contra Costa County Records, described as follows:

A portion of Lot 6, Subdivision 5609, Parkridge 2, filed May 22, 1980 in Book 239 of Subdivision Maps Page 32, Contra Costa County Records, described as follows:

"**Beginning** at the southwesterly corner of said Lot 6, said corner also lying on the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County;

1. thence, North 29°42'49" East 1.21 feet along the westerly line of said Lot 6;
2. thence, leaving said westerly line, South 69°39'51" East 27.84 feet to said northerly line of the lands of the State of California;

3. thence, North 72°06'44" West 28.06 feet along said northerly line to the **Point of Beginning;**

Containing 17 square feet, more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed D.N. 2015-0033145 as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-19 (*61121-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

SUBD 5234, Parcel 'B described in the Quitclaim Deed to Contra Costa County, recorded April 6, 2010, as Document Number 2010-0067125, Official Records of Contra Costa County, described as follows:

A portion of the 84 foot easement dedicated to the City of Antioch, as said easement is shown on the map entitled "Subdivision Contra Costa Estates, Unit 4", filed March 31, 1977 in Book 195 of Maps at Page 15, Official Records of said County, described as follows:

"**Beginning** at the southwesterly corner of said lands of the City of Antioch, said corner also lying on the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County;

1. thence, South 73°08'31" East 520.87 feet along the northerly line of said lands of the City of Antioch to the northeast corner of thereof;
2. thence, south 15°39'03" east 25.47 feet along the easterly line of said lands of the City of Antioch to the northerly line of said lands of the State of California;
3. thence, North 70°20'47" West 522.03 feet along said northerly line to **the Point of Beginning**.

Containing 6,631 square feet (0.152 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2010-0067125) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-20 (*61119-4*) Slope Easement

Real property in Antioch, Contra Costa County, California, described as follows:

"A permanent slope easement upon in over and across the following described parcel:

Parcel 16 described in the Final Order of Condemnation to Contra Costa County, recorded January 12, 2011, as Document Number 2011-0008290, Official Records of Contra Costa County, described as follows:

A SOL'S to Kaiser Foundation Health Plan, Inc., Grant Deed, recorded January 15, 1982 in Book 10645 at Page 5, Official Records of Contra Costa County;

Delta Fair, Inc. to Kaiser Foundation Health Plan, Inc., Grant Deed, recorded January 26, 1962 in Book 4044 at Page 19, Official Records of Contra Costa County;

more particularly described as follows:

Beginning at a point on the westerly line of Parcel One as described in said Grant Deed recorded in Book 10645 at Page 5, from which the northwesterly corner thereof bears north 08°56'43" east 3.10 feet;

1. thence, South 69°26'03" East 16.82 feet;
2. thence, South 69°16'59" East 301.26 feet;
3. thence, South 69°39'51" East 409.63 feet;
4. thence, South 20°20'09" West 5.10 feet;
5. thence, South 69°39'51" East 15.00 feet;
6. thence, North 20°20'09" East 5.10 feet;
7. thence, South 69°39'51" East 22.53 feet;
8. thence, South 20°20'09" West 6.80 feet;
9. thence, North 69°48'40" West 283.19 feet;
10. thence, North 69°55'53" West 312.93 feet;
11. thence, North 69°49'36" West 166.79 feet to said westerly line;
12. thence, North 08°56'43" East 11.77 feet along said westerly line to the **Point of Beginning.**

Containing 6,423 square feet (0.147 acres), more or less."

Parcel 62836-21 (*61120-4*) Slope Easement

Real property in Antioch, Contra Costa County, California, described as follows:

All right, title and interest to Parcel 61120-4 SLOPE EASEMENT described in the Grant Deed to Contra Costa County, recorded December 23, 2009, as Document Number 2009-0299720, Official Records of Contra Costa County, described as:

"An easement for maintenance purposes and incidents thereto…"

TOGETHER WITH the easement for slope purposes and incidents thereto, upon over and across a parcel of land described in the Correction Deed to the County of Contra Costa recorded May 14, 2015, as Document Number 2015-0094986 as follows:

A portion of land described in the Grant Deed to Delta Square Associates, LP, recorded August 25, 1980 in Book 9971 at Page 219, Official Records of said County, described as follows:

Commencing at the easterly terminus of that certain course described as "North 74°16'17" West 175.28 feet" in the deed to the State of California recorded September 12, 1952 in Book 1989 at Page 579, Official Records of said County; thence, North 73°24'48" West 2.93 feet along the southerly line of said lands of the State of California; thence South 69°26'03" East 9.10 feet to the **Point of Beginning;**

1. thence, South 69°26'03" East 300.47 feet to the easterly line of said Delta Square Associates Parcel (9971 OR 219);
2. thence, South 08°56'43" West 11.77 feet along said easterly line;
3. thence, North 67°52'02" West 37.58 feet;
4. thence, North 17°11'24" West 8.57 feet;
5. thence, North 70°44'49" West 75.31 feet;
6. thence, North 70°26'35" West 184.77 feet;
7. thence, North 20°33'57" East 8.70 feet to the **Point of Beginning.**

Containing 2,090 square feet (0.048 acres), more or less."

Parcel 62836-22 (Not Used)

Parcel 62836-23 (*61101-3*) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 8 described in the Final Order of Condemnation to Contra Costa County, recorded December 19, 2011, as Document Number 2011-0276564, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 of *Minor Subdivision 6-76* filed October 26, 1976 in Book 49 of Parcel Maps, Page 28, Contra Costa County Records (said Parcel 1 is also referenced in the Interspousal Grant Deed to James Kin Sing Watt, Trustee of the James Kin Sing Watt 2007 Living Trust, recorded May 29, 2008 under Document Number 2008-0119370, Official Records of said County), more particularly described as follows:

"A permanent easement for footing purposes and incidentals thereto, upon, in, over, under and across a parcel of land described as follows:

Commencing at the most westerly corner of said lands of Watt, said corner being coincident with the southeasterly line of the lands of the State of California described in the Grant Deed recorded June 7, 1973 in Book 4382 at Page 664 Official Records of said County;

1. thence, South 72°42'43" East 14.26 feet along the general southerly line of said lands of Watt;
2. thence, leaving last said line, North 42°11'16" East 28.07 feet to the **Point of Beginning**;
3. thence, North 42°11'16" East 12.85 feet;
4. thence, South 47°48'44" East 1.92 feet;
5. thence, South 42°11'16" West 12.85 feet;
6. thence, North 47°48'44" West 1.92 feet to the **Point of Beginning**.

Containing 25 square feet, more or less."

Parcel 62836-24 (*61102-3*) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 3 described in the Final Order of Condemnation to Contra Costa County, recorded September 12, 2011, as Document Number 2011-0186291-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 2 of *Minor Subdivision 6-76* filed October 26, 1976 in Book 49 of Parcel Maps, Page 28, Contra Costa County Records (said Parcel 2 is also referenced as

Parcel One in the Grant Deed to Khatri and Sons, LLC, recorded August 28, 2003 as Document Number 2003-0428339-00, Official Records of said County), described as follows:

"A permanent easement for footing purposes and incidents thereto, upon, in, over, and across a parcel of land described as follows:

Beginning at a Point on the general northerly line said Parcel One, from which the most northerly corner thereof bears North 72°42'43" West 14.26 feet;

1. thence, South 41°41'00" West 27.94 feet;
2. thence, South 69°18'13" West 8.00 feet;
3. thence, South 42°11'16" West 199.47 feet;
4. thence, South 15°03'32" West 8.00 feet;
5. thence, South 42°11'16" West 3.86 feet to the beginning of a non-tangent curve concave easterly and having a radius of 26.50 feet (a radial line of said curve to said point bearing North 55°37'25" West);
6. thence, southerly and southeasterly 45.87 feet along said curve, through a central angle of 99°10'18";
7. thence, South 66°12'00" East 57.11 feet;
8. thence, South 64°47'43" East 145.28 feet to the southerly line of said Parcel One;
9. thence, South 71°52'52" East 15.03 feet along said southerly line;
10. thence, leaving last said line, North 64°17'29" West 39.81 feet;
11. thence, North 64°47'43" West 120.69 feet;
12. thence, North 66°39'36" West 61.07 feet to the beginning of a non-tangent curve concave easterly and having a radius of 20.00 feet (a radial line of said curve to said point bearing South 31°29'31" West);
13. thence, northwesterly and northerly 28.91 feet along said curve, through a central angle of 82°49'24" to the beginning of a non-tangent curve concave easterly and having a radius of 155.16 feet (a radial line of said curve to said point bearing North 63°41'27" West);
14. thence, northerly and northeasterly 11.09 feet along said curve, through a central angle of 04°05'44";
15. thence, North 15°03'32" East 9.99 feet;
16. thence, North 42°11'16" East 30.97 feet;
17. thence, North 47°48'44" West 0.65 feet;
18. thence, North 42°11'16" East 16.00 feet;
19. thence, South 47°48'44" East 2.90 feet;

20. thence, North 42°11'16" East 16.00 feet;
21. thence, North 47°48'44" West 2.90 feet;
22. thence, North 42°11'16" East 135.13 feet;
23. thence, North 69°18'13" East 7.68 feet;
24. thence, North 42°11'16" East 30.04 feet to said general northerly line;
25. thence, North 72°42'43" West 2.87 feet along last said line to the **Point of Beginning.**

Containing 1,246 square feet (0.029 acres), more or less."

Parcel 62836-25 (*61106-2*) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 2 described in the Grant Deed to Contra Costa County, recorded October 30, 2009, as Document Number 2009-0259747, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 shown on the Parcel Map filed December 9, 1977 in Book 60 of Parcel Maps, Page 48, Contra Costa County Records (said Parcel 1 is also referenced in the Grant Deed to Joart Homes, Inc., recorded April 17, 1978, recorded in Book 8795 at Page 90, Official Records of said County), described as follows:

"An easement for footing purposes and incidents thereto, upon and across a parcel of land described as follows:

Beginning at a Point on the southerly line of the lands of Joart Homes, from which the southwesterly corner thereof bears North 62°22'10" West 11.03 feet, said point also being coincident with the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579, Official Records of said County;

1. thence, leaving said southerly line South 69°41'09" East 107.62 feet to the easterly line of said lands of Joart Homes;
2. thence, South 15°38'54" West 1.68 feet along said easterly line;
3. thence, North 69°39'51" West 97.29 feet to the northerly line of said lands of the State of California;
4. thence, North 62°22'10" West 10.55 feet along the northerly line of said lands of the State of California to the **Point of Beginning.**

Containing 155 square feet, more or less."

Parcel 62836-26 (61107-2) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 2 described in the Grant Deed to Contra Costa County, recorded April 8, 2010, as Document Number 2010-068922-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 of *Minor Subdivision 16-84* filed January 22, 1985 in Book 114 of Parcel Maps, Page 20, Contra Costa County Records (said Parcel 1 is also referenced in the Grant Deed to Ramesh Pitamber, recorded May 5, 2008 as Document Number 2008-0098083, Official Records of said County), described as follows:

"An easement for footing purposes and incidents thereto, upon and across a parcel of land described as follows:

Beginning at a Point on the westerly line of said Parcel 1, from which the southwesterly corner thereof bears South 15°38'54" West 4.87 feet;

1. thence, North 15°38'54" East 1.68 feet along the westerly line of said Parcel 1;
2. thence, leaving said westerly line South 69°39'51" East 107.27 feet;
3. thence, South 20°18'18" West 1.17 feet;
4. thence, South 20°20'09" West 0.50 feet;
5. thence, North 69°39'51" West 107.13 feet to the **Point of Beginning.**

Containing 179 square feet [140 square feet per D.N. 2010-068922-00] (0.004 acres), more or less."

Parcel 62836-27 (*61107-3*) Slope Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 3 described in the Grant Deed to Contra Costa County, recorded April 8, 2010, as Document Number 2010-068922-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 of *Minor Subdivision 16-84* filed January 22, 1985 in Book 114 of Parcel Maps, Page 20, Contra Costa County Records (said Parcel 1 is also referenced in the Grant Deed to Ramesh Pitamber, recorded May 5, 2008 as Document Number 2008-0098083, Official Records of said County), described as follows:

"An easement for slope purposes and incidents thereto, upon and across a parcel of land described as follows:

Beginning at a Point on the easterly line of said lands of Pitamber, from which the southeasterly corner thereof bears South 20°01'11" West 3.92 feet;

1. thence, leaving said easterly line North 69°39'51" West 69.37 feet;
2. thence, North 77°27'03" East 14.25 feet;
3. thence, South 71°04'15" East 57.38 feet to the easterly line of said lands of Pitamber;
4. thence, South 20°01'11" West 9.14 feet along said easterly line to the **Point of Beginning.**

Containing 531 square feet (0.012 acres), more or less."

Parcel 62836-28 (*61109-2*) Slope Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Being all of that certain parcel of land in the City of Antioch described as "Parcel 2: Slope Easement" in the Grant Deed to Contra Costa County, recorded March 31, 2015 as Document Number 2015-0058723-00, Official Records of Contra Costa County, described as follows:

A portion of the 84 foot easement dedicated to the City of Antioch, as said easement is shown on the Map entitled "Subdivision 4910, Contra Loma Estates, Unit 4", filed March 31, 1977 in Book 195 of Maps at Page 15, Official Records of said County, described as follows:

"An easement for slope purposes and incidents thereto, upon, over and across a parcel of land described as follows:

All of Parcel 61109-2 in the Quitclaim Deed to Contra Costa County, recorded April 6, 2010, as Document Number 2010-0067125, Official Records of Contra Costa County more particularly described as follows:

Commencing at a Point on the westerly line of said easement to the City of Antioch, from which the southwesterly corner thereof bears South 29°42'49" West 3.30 feet;

1. thence, leaving said westerly line South 69°39'51" East 15.11 feet to the **Point of Beginning;**
2. thence, North 51°17'19" East 8.65 feet;
3. thence, South 68°42'41" East 50.72 feet;
4. thence, South 08°42'41" East 7.52 feet;
5. thence, North 69°39'51" West 58.81 feet to the **Point of Beginning.**

Containing 383 square feet, more or less."

Parcel 62836-29 (61110-2) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 2, Permanent Footing Easement, described in Final Order of Condemnation, recorded February 26, 2015, as Document Number 2015-0033145, Official Records of Contra Costa County, described as follows:

A portion of Lots 4 and 5, *Subdivision 5609, Parkridge 2*, filed May 22, 1980 in Book 239 of Subdivision Maps, Page 32, Official Records of said County, described as follows:

"A permanent easement for footing purposes and incidents thereto, upon, over, in and across a parcel of land described as follows:

Beginning at a Point on the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County, from which the southwesterly corner of said Lot 5, bears North 72°06'44" West 5.95 feet;

1. thence, leaving said northerly line, North 17°53'16" East 3.75 feet;
2. thence, South 72°06'44" East 81.77 feet;
3. thence, South 75°51'10" East 28.11 feet to the beginning of a non-tangent curve concave northerly and having a radius of 19,882.19 feet, (a radial line of said curve to said point bearing South 19°23'02" West);
4. thence, easterly 159.34 feet along said curve, through a central angle of 00°27'33";
5. thence, South 71°04'31" East 141.82 feet to the beginning of a curve concave southerly and having a radius of 20,117.81 feet;
6. thence, easterly 82.49 feet along said curve, through a central angle of 00°14'06" to the easterly line of said Lot 4;

7. thence, South 15°39'03" West 10.34 feet along said easterly line to the northerly line of said lands of the State of California;
8. thence, North 70°20'47" West 405.48 feet along said northerly line;
9. thence, North 72°06'44" West 88.50 feet along last said line to the **Point of Beginning.**

Containing 3,561 square feet (0.082 acres), more or less."

Parcel 62836-30 (*61111-1*) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 4, Permanent Footing Easement, described in Final Order of Condemnation, recorded February 26, 2015, as Document Number 2015-0033145, Official Records of Contra Costa County, described as follows:

A portion of Lot 2, *Subdivision 5234, Parkridge*, filed February 28, 1979 in Book 222 of Subdivision Maps at Page 31, Official Records of said County, described as follows:

"A permanent easement for footing purposes and incidents thereto, upon, over, in and across a parcel of land described as follows:

Beginning at the southwesterly corner of said Lot 2, said corner also lying on the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County;

1. thence, North 15°39'03" East 10.34 feet along the westerly line of said lot 2 to the beginning of a non-tangent curve concave southerly and having a radius of 20,117.81 feet (a radial line of said curve to said point bears north 19°09'35" east);
2. thence, leaving said westerly line, 144.93 feet easterly along said curve, through a central angle of 00°24'46";
3. thence, South 73°08'31" East 71.80 feet;
4. thence, South 16°51'29" West 3.99 feet to the northerly line of Parcel B of said Subdivision 5234;
5. thence, North 73°08'31" West 216.37 feet along said northerly line to the **Point of Beginning.**

Containing 1,335 square feet (0.031 acres), more or less."

Parcel 31: 62836-31 (*61112-2*) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1 described in Grant of Easement to Contra Costa County, recorded January 29, 2015, as Document Number 2015-0015294, Official Records of Contra Costa County, described as follows:

A portion of San Jose Drive, as said drive is shown on that certain Map entitled "*Subdivision 5932 Buchanan Business Park*", filed February 26, 1981, in Book 249 of Maps, at Page 22, in the office of the Recorder of said County, described as follows:

"An easement for footing purposes and incidents thereto, upon, over and across a parcel of land described as follows:

Commencing at the easterly terminus of that certain course described in the Grant Deed to the State of California, recorded June 19, 1963 in Book 4390 at Page 625, Official Records of said County as "South 78°47'14" West 248.28 feet" (the bearing of South 79°49'22" West being taken for the purpose of this description);

1. thence, South 79°49'22" West 81.38 feet along the southerly line of said lands of the State of California to the **Point of Beginning;**
2. thence, leaving last said line, South 84°17'53" East 47.18 feet;
3. thence, South 82°26'37" East 58.35 feet to the beginning of a non-tangent curve concave southerly and having a radius of 1188.50 feet, (a radial line of said curve to said point bearing North 07°33'17" East);
4. thence, easterly 69.94 feet along said curve, through a central angle of 03°22'18";
5. thence, South 79°04'25" East 24.08 feet to the beginning of a curve concave southerly and having a radius of 1588.50 feet;
6. thence, easterly 229.11 feet along said curve, through a central angle of 08°15'50";
7. thence, South 70°48'35" East 117.81 feet to the southerly line described in the Grant Deed to the State of California recorded September 12, 1952 in Book 1989 at Page 579, Official Records of said County;
8. thence, South 67°41'32" East 50.57 feet along last said line;
9. thence, leaving last said line, North 70°48'35" West 168.30 feet to the beginning of a curve concave southerly and having a radius of 1585.75 feet;
10. thence, westerly 228.72 feet along said curve, through a central angle of 08°15'50";
11. thence, North 79°04'25" West 24.08 feet to the beginning of a curve concave southerly and having a radius of 1185.75 feet;
12. thence, westerly 69.78 feet along said curve, through a central angle of 03°22'18";
13. thence, North 82°26'36" West 55.40 feet;
14. thence, North 84°28'04" West 60.67 feet to said southerly line of Grant Deed recorded June 19, 1963 (4390 OR 625);

15. thence, North 79°49'22" East 11.05 feet along last said line to the **Point of Beginning**.

Containing 1,596 square feet (0.037 acres), more or less.

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

The bearings and distances used in the above description are based on California Coordinate System 1983, Zone 3, CA-HPGN Epoch 2000.86. Multiply distances shown above by 1.00005924 to obtain ground level distances.

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

September 28, 2015
Date

Joel A. Garcia
L.S. No. 5285
Expiration Date: 12-31-2015

LICENSED LAND SURVEYOR
JOEL A. GARCIA
No. 5285
Exp. 12/31/15
STATE OF CALIFORNIA

RECORDING REQUESTED BY
STATE OF CALIFORNIA

- -

WHEN RECORDED RETURN TO
DEPARTMENT OF TRANSPORTATION
PO BOX 23440, MS-11A
OAKLAND, CA 94623-0440
Attn: Kristin Schober

Space above this line for Recorder's Use

GRANT DEED

District	County	Route	Postmile	Number
04	CC	4	25.6 – 26.5	62836

Contra Costa County, a political subdivision of the State of California, hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Antioch and the City of Pittsburg in the County of Contra Costa, State of California, described as follows:

See Exhibit "A", attached.

Transfer Tax Not Applicable: R & T Code 11922

STATE BUSINESS: Free

This is to certify that this document is presented for recordation by the State of California under Government Code 27383 and is necessary to complete the chain of title of the State to property acquired by the State of California.

DISTRICT DIRECTOR

BY _____

MARK L. WEAVER
Deputy District Director
Right of Way and Land Surveys

Number
62836

Dated this 8th day of December, 2015

CONTRA COSTA COUNTY

Date: 12-8-15

By _____
Chair, Board of Supervisors

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

On December 8, 2015, before me, Stacey M. Boyd, Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared Supervisor John Gioia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
Deputy Clerk

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

MALCOLM DOUGHERTY
Director of Transportation

By _____
MARK L. WEAVER, Attorney in Fact
Deputy District Director
Right of Way and Land Surveys

Number
62836

ACKNOWLEDGMENT

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

State of California
County of _____ } SS

On _____ before me, _____,
Here insert Name and Title of the Officer

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

Parcel 62836-1 (*61097-1*)

Real property in Pittsburg, Contra Costa County, California, described as follows:

Parcel 1 described in the Grant Deed to Contra Costa County, recorded June 11, 2010, as Document Number 2010-0116721, Official Records of Contra Costa County, described as follows:

A portion of Parcel One described in the Grant Deed to Century Plaza Development Corporation, recorded June 15, 1998 as Document Number 98-0135031, Official Records of said County, described as follows:

"**Beginning** at the southeasterly corner of that certain parcel of land shown as "Designated Remainder" on "Parcel Map MS 678-05", filed November 29, 2005 in Book 195 of Parcel Maps, Page 17, Contra Costa County Records, said corner being coincident with the northerly line of the lands of the State of California as described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579, Official Records of said County;

1. thence, North 17°39'51" West 4.92 feet along the easterly line of said Designated Remainder parcel;
2. thence, leaving last said line, South 70°48'34" East 184.77 feet to the northerly line of said the lands of the State of California;
3. thence, North 72°20'09" West 184.71 feet along said northerly line to the **Point of Beginning.**

Containing 455 square feet (0.010 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D.N. 2010-0116721) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights, including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-2 (*61097-2*)

Real property in Pittsburg, Contra Costa County, California, described as follows:

Parcel 2 described in the Grant Deed to Contra Costa County, recorded June 11, 2010, as Document Number 2010-0116721, Official Records of Contra Costa County, described as follows:

A portion of Parcel One described in the Grant Deed to Century Plaza Development Corporation, recorded June 15, 1998 as Document Number 98-0135031, Official Records of said County, described as follows:

"**Beginning** at the most westerly corner of "Lot B" as said lot is shown on Subdivision Map 8177, filed June 22, 2001 in Book 431 of Maps, Page 49, Official Records of said County, said corner being coincident with the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579, Contra Costa County Records, said corner also being the beginning of a non-tangent curve concave northwesterly and having a radius of 384.76 feet, (a radial line of said curve to said point bearing South 08°02'25" West);

1. thence, northeasterly 207.65 feet along said curve, and northerly line of said "Lot B", through a central angle of 30°55'18";
2. thence, continuing along said northerly line, North 66°13'36" East 11.17 feet;
3. thence, leaving said northerly line, South 77°31'33" West 24.30 feet to the beginning of a non-tangent curve concave northwesterly and having a radius of 990.50 feet, (a radial line of said curve to said point bearing South 05°43'54" East);
4. thence, southwesterly 323.87 feet along said curve, through a central angle of 18°44'04" to the beginning of a compound curve, concave northwesterly and having a radius of 1340.50 feet;
5. thence, southwesterly 75.05 feet along said curve, through a central angle of 03°12'28" to said northerly line of the State of California;
6. thence, South 72°20'09" East 214.60 feet along said northerly line to the **Point of Beginning,**

Containing 5,685 square feet (0.131 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D.N. 2010-0116721) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-3 (*61119-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 13 described in the Final Order of Condemnation to Contra Costa County, recorded January 12, 2011, as Document Number 2011-0008290, Official Records of Contra Costa County, described as follows:

A portion of those parcels of land described in the following instruments recorded in the Office of the Recorder of said County:

SOL'S to Kaiser Foundation Health Plan, Inc., Grant Deed, recorded January 15, 1982 in Book 10645 at Page 5;

Delta Fair, Inc. to Kaiser Foundation Health Plan, Inc., Grant Deed, recorded January 26, 1962 in Book 4044 at Page 19;

more particularly described as follows:

"**Beginning** at the northwesterly corner of Parcel One, as described in said Grant Deed recorded in Book 10645 at Page 5;

1. thence, South 08°56'43" West 3.10 feet along the westerly line of said Parcel One;
2. thence, leaving said westerly line, South 69°26'03" East 16.82 feet;
3. thence, South 69°16'59" East 301.26 feet;
4. thence, South 69°39'51" East 409.63 feet;
5. thence, South 20°20'09" West 5.10 feet;
6. thence, South 69°39'51" East 15.00 feet;
7. thence, North 20°20'09" East 5.10 feet;
8. thence, South 69°39'51" East 37.43 feet;
9. thence, South 64°47'43" East 206.51 feet to the easterly line of the lands of Kaiser Foundation Health Plan, Inc., as described in said Grant Deed recorded in Book 4044 at Page 19;
10. thence, North 30°23'58" East 11.26 feet along said easterly line to the southeasterly corner of the lands of the State of California as described in that certain Grant Deed recorded October 2, 1995 as Instrument 95-166186, Official Records of said County;
11. thence, North 67°06'20" West 335.49 feet along the southerly line of said lands of the State of California to the northerly line of said Parcel One and said lands of Kaiser Foundation Health Plan, Inc.;
12. thence, leaving said southerly line, North 69°57'52" East 653.34 feet along the last said northerly lines to the **Point of Beginning.**

Containing 6,372 square feet (0.146 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said Final Order of Condemnation (D. N. 2011-0008290) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's

Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-4 (*61120-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 61120-1, described in the Grant Deed to Contra Costa County, recorded December 23, 2009, as Document Number 2009-0299720, Official Records of Contra Costa County, described as follows:

A portion of Parcel B of *Minor Subdivision 1-72*, filed June 23, 1972, in Book 22 of Parcel Maps, Page 38, Page 38, Contra County Records (said Parcel B is also referenced in the Grant Deed to Delta Square Associates, LP, recorded August 25, 1980 in Book 9971 at Page 219, Official Records of said County) described as follows:

"**Beginning** at the easterly terminus of that certain course described as North 74°16'17" West 175.28 feet (the bearing of North 73°24'48" West being taken for the purpose of making this description) in the deed to the State of California recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County;

1. thence, North 73°24'48" West 2.93 feet along the southerly line of said lands of the State of California;
2. thence, leaving said southerly line, South 69°26'03" East 309.57 feet to the easterly line of said lands of Delta Square Associates;
3. thence, North 08°56'43" East 3.10 feet along said easterly line to said southerly line;
4. thence, leaving said easterly line, north 69°57'52" west 306.04 feet along said southerly line to the **Point of Beginning.**

Containing 497 square feet (0.011 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2009-0299720) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-5 (*61098-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Land described in the Grant Deed to Contra Costa County, recorded October 22, 2004, as Document Number 2004-406219, Official Records of Contra Costa County, as follows:

Lot B of *Century Plaza 2, Subdivision 8177*, filed June 22, 2001 in Book 431 of Maps at page 49, Contra Costa County Records.

Containing 4,635 square feet (0.106 acres), more or less."

Parcel 62836-6 (*61099-1*)

Real property in Pittsburg, Contra Costa County, California, described as follows:

Land described in the Grant Deed to Contra Costa County, recorded October 22, 2004, as Document Number 2004-0406219, Official Records of Contra Costa County, as follows:

Lot A of *Century Plaza 2, Subdivision 8177*, filed June 22, 2001 in Book 431 of Maps at Page 49, County Recorder of said County.

Containing 12,415 square feet (0.285 acres), more or less."

Parcel 62836-7 (*portion of 61117-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel One described in the Grant Deed to Contra Costa County, recorded May 29, 2009, as Document Number 2009-0124034-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 'B' as shown on the Parcel Map filed March 10, 1980 in Book 85 of Parcel Maps, Page 4, Official Records of said County, described as follows:

"**Beginning** at the most northerly corner of said Parcel One;
Thence, along the exterior boundary of said Parcel One, the following four (4) courses:

1. South 69°57'52" East 296.54 feet to the beginning of a non-tangent curve concave southwesterly, and having a radius of 40.00 feet (a radial line of said curve to said point bearing North 71°21'07" East);
2. thence, along last said general westerly line, southerly 43.20 feet along said curve, through a central angle of 61°52'31";
3. thence, South 43°13'38" West, 125.81 feet;
4. thence, North 46°46'22" West, 183.73 feet;
5. thence, North 41°07'25" West 15.01 feet;
6. thence, North 50°58'49" West 101.34 feet to said exterior boundary line;
7. thence, North 30°23'58" East, 37.68 feet along last said line to the **Point of Beginning**.

Containing 29,822 square feet (0.68 acres), more or less."

Parcel 62836-8 (*61118-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1 described in the Grant Deed to Contra Costa County, recorded August 30, 2010, as Document Number 2010-0182138, Official Records of Contra Costa County, described as follows:

A portion of that certain parcel of land described as Parcel One in the Grant Deed to Melton Recreation, Inc., a California Corporation recorded on September 28, 2007 as Document 2007-0272685, Official Records of said County, described as follows:

"**Beginning** at the northwesterly corner of said Parcel One, said corner also being the southwesterly corner of the lands described in that Grant Deed to the State of California recorded on January 30, 1995 As Document 95-014410, Official Records of said County;

1. thence, South 66°37'07" East 398.67 feet along the southwesterly line of said parcel (95-014410), to the Northeasterly corner of said Parcel One;
2. thence, South 30°23'58" West 29.66 feet along the southeasterly line of said Parcel One;
3. thence, North 58°39'09" West 44.10 feet;
4. thence, North 64°47'43" West 143.77 feet;
5. thence, North 25°12'17" East 0.31 feet;
6. thence, North 59°05'05" West 20.18 feet;
7. thence, North 64°47'43" West 188.97 feet to the northwesterly line of said Parcel One;
8. thence, North 30°23'58" East 9.85 feet along last said to **the Point of Beginning**.

Containing 6,980 square feet (0.160 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2010-0182138) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-9 (*61123-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 61123-1, described in the Quitclaim Deed to Contra Costa County, recorded April 6, 2010, as Document Number 2010-0067124, Official Records of Contra Costa County, described as follows:

Being all of the lands of Antioch Development Agency described as "that portion of Parcel B described as 'Building Set Back Area' on the Parcel Map filed March 10, 1980 in Book 84 of Parcel Maps, Page 4, Contra Costa Records" in the Grant Deed to the Antioch Development Agency recorded November 14, 1984 in Book 12063 at Page 681 of Official Records of said County, and described in said Quitclaim Deed as follows:

"**Beginning** at the northwesterly corner of said lands of Antioch Development Agency, said corner being coincident with the southerly line of the lands of the State of California described in the Grant Deed recorded February 7, 1995 under document number 95-019810 Official Records of said County;

1. thence, South 69°57'52" East 262.57 feet along the common boundary line of said lands to the beginning of a curve concave southwesterly, and having a radius of 40.00 feet;
2. thence, easterly and southeasterly 35.83 feet along said curve and said common boundary line, through a central angle of 51°18'59";
3. thence, leaving said common boundary line, North 69°57'52" West 296.54 feet to the westerly line of Parcel B of Parcel Map No. M.S. 8-79 filed in Book 85 of Parcel Maps at Page 4 Official Records of said county;
4. thence, north 30°23'58" east 15.25 feet along said westerly line to the **Point of Beginning.**

Containing 4,285 square feet (0.098 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2010-0067124) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-10 (*61101-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 6 described in the Final Order of Condemnation to Contra Costa County, recorded December 19, 2011, as Document Number 2011-0276564, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 of *Minor Subdivision 6-76* filed October 26, 1976 in Book 49 of Parcel Maps, Page 28, Contra Costa County Records (said Parcel 1 is also referenced in the Interspousal Grant Deed to James Kin Sing Watt, Trustee of the James Kin Sing Watt 2007 Living Trust, recorded May 29, 2008 under Document Number 2008-0119370, Official Records of said County), more particularly described as follows:

"**Beginning** at the most westerly corner of said lands of Watt, said corner being coincident with the southeasterly line of the lands of the State of California described in the Grant Deed recorded June 7, 1973 in Book 4382 at Page 664 Official Records of said County;

1. thence, North 43°13'38" East 172.56 feet along the general northwesterly line of said lands of Watt;
2. thence, continuing along said general northwesterly line, North 61°57'53" East 34.96 feet;
3. thence, leaving last said line, South 43°35'47" West 82.27 feet;
4. thence, South 42°11'16" West 117.18 feet to the general southerly line of said lands of Watt;
5. thence, North 72°42'43" West 14.26 feet along last said line to the **Point of Beginning**.

Containing 2,134 square feet (0.049 acres), more or less."

Parcel 62836-11 (*portion of 61116-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 11 described in the Final Order of Condemnation to Contra Costa County, recorded August 26, 2011, as Document Number 2011-0175549-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel B of *Minor Subdivision 1-75* filed December 23, 1975 in Book 41 of Parcel Maps, Pages 38 and 39, Contra Costa County Records (said portion is also a portion of Parcel One described in the Grant Deed to Diamond Properties, a California

Corporation, recorded December 30, 2008, under Document No. 2008-0277545, Official Records of said County), more particularly described as follows:

"**Beginning** at the most easterly corner of said Parcel One;

1. thence, South 43°13'38" West 58.80 feet along the southeasterly line of said Parcel one;
2. thence, leaving last said line, North 47°48'44" West 13.03 feet;
3. thence, North 42°43'03" East 59.04 feet to the Northeasterly line of said Parcel One;
4. thence, South 46°46'22" East 13.55 feet along said Northeasterly line to **the Point of Beginning.**

Containing 783 square feet (0.02 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said Final Order of Condemnation (D. N. 2011-0175549-00) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-12 (*61102-I*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1 described in the Final Order of Condemnation to Contra Costa County, recorded September 12, 2011, as Document Number 2011-0186291-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 2 of *Minor Subdivision 6-76* filed October 26, 1976 in Book 49 of Parcel Maps, Page 28, Contra Costa County Records (said parcel is also referenced as Parcel One in the Grant Deed to Khatri and Sons, LLC, recorded August 28, 2003 as Document Number 2003-0428339-00, Official Records of said County), described as follows:

"**Beginning** at the most northerly corner of said Parcel One;

1. thence, south 72°42'43" East 14.26 feet along the general northerly line of said Parcel One;
2. thence, leaving said general northerly line, South 41°41'00" West 27.94 feet;
3. thence, South 69°18'13" West 8.00 feet;
4. thence, South 42°11'16" West 199.47 feet;
5. thence, South 15°03'32" West 8.00 feet;

6. thence, South 42°11'16" West 3.86 feet to the beginning of a non-tangent curve concave easterly and having a radius of 26.50 feet (a radial line of said curve to said point bearing North 55°37'25" West);
7. thence, southerly and southeasterly 45.87 feet along said curve, through a central angle of 99°10'18";
8. thence, South 66°12'00" East 57.11 feet;
9. thence, South 64°47'43" East 145.28 feet to the southerly line of said Parcel One;

thence, along said southerly line and the northwesterly line of said Parcel One the following three (3) courses:

10. North 71°51'52" West 191.21 feet to the beginning of a non-tangent curve concave northeasterly and having a radius of 50.00 feet (a radial line of said curve to said point bearing South 18°08'09" West);
11. northwesterly and northerly 93.72 feet along said curve, through a central angle of 107°23'31";
12. North 43°13'38" East 238.90 feet to said, general northerly line and the **Point of Beginning.**

Containing 6,617 square feet (0.152 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said Final Order of Condemnation (D. N. 2011-0186291-00) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-13 (*61102-2*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 2 described in the Final Order of Condemnation to Contra Costa County, recorded September 12, 2011, as Document Number 2011-0186291, Official Records of Contra Costa County, described as follows:

A portion of Parcel 2 of *Minor Subdivision 6-76* filed October 26, 1976 in Book 49 of Parcel Maps, Page 28, Contra Costa County Records (said Parcel 2 is also referenced as Parcel One in the Grant Deed to Khatri and Sons, LLC, recorded August 28, 2003 as Document Number 2003-0428339-00, Official Records of said County), described as follows:

"**Beginning at** a Point on the southerly line said Parcel One, from which the most southerly corner thereof bears South 71°52'52" East 59.40 feet;

1. thence, North 71°51'52" West 11.01 feet along said southerly line;
2. thence, leaving said southerly line, North 20°20'09" East 7.05 feet;
3. thence, South 69°39'51" East 11.00 feet;
4. thence, South 20°20'09" West 6.63 feet to said southerly line, and the **Point of Beginning.**

Containing 75 square feet, more or less."

TOGETHER WITH all those certain rights, including access rights, described in said Final Order of Condemnation (D. N. 2011-0186291) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-14 (*61106-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1 described in the Grant Deed to Contra Costa County, recorded October 30, 2009, as Document Number 2009-0259747-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 shown on the Parcel Map filed December 9, 1977 in Book 60 of Parcel Maps, Page 48, Contra Costa County Records (last said Parcel 1 is also referenced in the Grant Deed to Joart Homes, Inc., recorded April 17, 1978, in Book 8795 at Page 90, Official Records of said County), described as follows:

"**Beginning** at a point on the southerly line of the lands of said Joart Homes, Inc., from which the southwesterly corner thereof bears North 62°22'10" West 21.59 feet, said point also being coincident with the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579, Official Records of said County;

1. thence, leaving said southerly line South 69°39'51" East 97.29 feet to the easterly line of said lands of Joart Homes;
2. thence, South 15°38'54" West 4.87 feet along said easterly line to the northerly line of said lands of the State of California;
3. thence, North 69°57'52" West 57.43 feet along said northerly line;
4. thence, North 62°22'10" West 40.58 feet along said northerly line to the **Point of Beginning.**

Containing 390 square feet, more or less."

Parcel 62836-15 (*61107-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1 described in the Grant Deed to Contra Costa County, recorded April 8, 2010, as Document Number 2010-0068922, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 of *Minor Subdivision 16-84* filed January 22, 1985 in Book 114 of Parcel Maps, Page 20, Contra County Records (last said Parcel 1 is also referenced in the Grant Deed to Ramesh Pitamber, recorded May 5, 2008 as Document Number 2008-0098083, Official Records of said County), described as follows:

"**Beginning** at the southwesterly corner of the lands of said Pitamber, said point also being coincident with the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579, Official Records of said County;

1. thence, North 15°38'54" East 4.87 feet along the westerly line of said lands of Pitamber;
2. thence, leaving said westerly line, South 69°39'51" East 107.13 feet;
3. thence, North 20°20'09" East 0.50 feet;
4. thence, South 69°39'51" East 165.67 feet to the easterly line of said lands of Pitamber;
5. thence, South 20°01'11" West 3.92 feet along said easterly line to the southerly line of said lands of Pitamber, said southerly line being coincident with the northerly line of said lands of the State of California;
6. thence, North 69°57'52" West 272.43 feet along the common boundary line of said lands to the **Point of Beginning.**

Containing 1,211 square feet (0.028 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2010-068922) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-16 (*61108-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1 described in the Grant Deed to Contra Costa County, recorded August 17, 2010, as Document Number 2010-168299-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 2 of Minor Subdivision 16-84 filed January 22, 1985 in Book 114 of Parcel Maps, Page 20, Contra Costa County Records (said Parcel 2 is also referenced in the Grant Deed to KC PROPCO, LLC, recorded July 7, 2003 under Document Number 2003-0319979, Official Records of said County), described as follows:

"**Beginning** at the southwesterly corner of the lands of said KC PROPCO, said point being coincident with the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County;

1. thence, North 20°01'11" East 3.92 feet along the westerly line of said lands of KC PROPCO;
2. thence, leaving said westerly line, South 69°39'51" East 128.09 feet to the easterly line of said lands of KC PROPCO;
3. thence, South 29°42'49" West 3.30 feet along last said line to said northerly line;
4. thence, North 69°57'52" West 127.53 feet along last said line to the **Point of Beginning;**

Containing 459 square feet (0.011 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2010-0168299-00) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-17 (*61109-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

'Parcel 1 : Fee' described in the Grant Deed to Contra Costa County, recorded March 31, 2015, as Document Number 2015-0058723-00, Official Records of Contra Costa County, described as follows:

A portion of the 84 foot easement dedicated to the City of Antioch, as said easement is shown on the Map entitled "Subdivision 4910, Contra Loma Estates, Unit 4", filed March

31, 1977 in Book 195 of Maps at Page 15, Official Records of said County, described as follows:

"**Beginning** at the southwesterly corner of said easement to the City of Antioch, said corner also lying on the northerly line of the lands of the State of California as described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County;

1. thence, North 29°42'49" East 3.30 feet along the westerly line of said easement to the City of Antioch;
2. thence, leaving said westerly line, South 69°39'51" East 85.13 feet to the easterly line of said easement to the City of Antioch;
3. thence, South 29°42'49" West 1.21 feet along said easterly line to the northerly line of said lands of the State of California;
4. thence, North 72°06'44" West 42.90 feet along said northerly line;
5. thence, North 69°57'52" West 42.61 feet along last said line to the **Point of Beginning.**

Containing 224 square feet, more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2010-168299-00) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-18 (*61110-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1, Permanent Highway Easement, described in Final Order of Condemnation, recorded February 26, 2015, as Document Number 2015-0033145, Contra Costa County Records, described as follows:

A portion of Lot 6, Subdivision 5609, Parkridge 2, filed May 22, 1980 in Book 239 of Subdivision Maps Page 32, Contra Costa County Records, described as follows:

"**Beginning** at the southwesterly corner of said Lot 6, said corner also lying on the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County;

1. thence, North 29°42'49" East 1.21 feet along the westerly line of said Lot 6;
2. thence, leaving said westerly line, South 69°39'51" East 27.84 feet to said northerly line of the lands of the State of California;

3. thence, North 72°06'44" West 28.06 feet along said northerly line to the **Point of Beginning;**

Containing 17 square feet, more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed D.N. 2015-0033145 as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-19 (*61121-1*)

Real property in Antioch, Contra Costa County, California, described as follows:

SUBD 5234, Parcel 'B described in the Quitclaim Deed to Contra Costa County, recorded April 6, 2010, as Document Number 2010-0067125, Official Records of Contra Costa County, described as follows:

A portion of the 84 foot easement dedicated to the City of Antioch, as said easement is shown on the map entitled "Subdivision Contra Costa Estates, Unit 4", filed March 31, 1977 in Book 195 of Maps at Page 15, Official Records of said County, described as follows:

"**Beginning** at the southwesterly corner of said lands of the City of Antioch, said corner also lying on the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County;

1. thence, South 73°08'31" East 520.87 feet along the northerly line of said lands of the City of Antioch to the northeast corner of thereof;
2. thence, south 15°39'03" east 25.47 feet along the easterly line of said lands of the City of Antioch to the northerly line of said lands of the State of California;
3. thence, North 70°20'47" West 522.03 feet along said northerly line to **the Point of Beginning**.

Containing 6,631 square feet (0.152 acres), more or less."

TOGETHER WITH all those certain rights, including access rights, described in said deed (D. N. 2010-0067125) as: "This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all Abutter's Rights including access rights, appurtenant to Grantor's remaining property, in and to said freeway."

Parcel 62836-20 (*61119-4*) Slope Easement

Real property in Antioch, Contra Costa County, California, described as follows:

"A permanent slope easement upon in over and across the following described parcel:

Parcel 16 described in the Final Order of Condemnation to Contra Costa County, recorded January 12, 2011, as Document Number 2011-0008290, Official Records of Contra Costa County, described as follows:

A SOL'S to Kaiser Foundation Health Plan, Inc., Grant Deed, recorded January 15, 1982 in Book 10645 at Page 5, Official Records of Contra Costa County;

Delta Fair, Inc. to Kaiser Foundation Health Plan, Inc., Grant Deed, recorded January 26, 1962 in Book 4044 at Page 19, Official Records of Contra Costa County;

more particularly described as follows:

Beginning at a point on the westerly line of Parcel One as described in said Grant Deed recorded in Book 10645 at Page 5, from which the northwesterly corner thereof bears north 08°56'43" east 3.10 feet;

1. thence, South 69°26'03" East 16.82 feet;
2. thence, South 69°16'59" East 301.26 feet;
3. thence, South 69°39'51" East 409.63 feet;
4. thence, South 20°20'09" West 5.10 feet;
5. thence, South 69°39'51" East 15.00 feet;
6. thence, North 20°20'09" East 5.10 feet;
7. thence, South 69°39'51" East 22.53 feet;
8. thence, South 20°20'09" West 6.80 feet;
9. thence, North 69°48'40" West 283.19 feet;
10. thence, North 69°55'53" West 312.93 feet;
11. thence, North 69°49'36" West 166.79 feet to said westerly line;
12. thence, North 08°56'43" East 11.77 feet along said westerly line to the **Point of Beginning.**

Containing 6,423 square feet (0.147 acres), more or less."

Parcel 62836-21 (*61120-4*) Slope Easement

Real property in Antioch, Contra Costa County, California, described as follows:

All right, title and interest to Parcel 61120-4 SLOPE EASEMENT described in the Grant Deed to Contra Costa County, recorded December 23, 2009, as Document Number 2009-0299720, Official Records of Contra Costa County, described as:

"An easement for maintenance purposes and incidents thereto…"

TOGETHER WITH the easement for slope purposes and incidents thereto, upon over and across a parcel of land described in the Correction Deed to the County of Contra Costa recorded May 14, 2015, as Document Number 2015-0094986 as follows:

A portion of land described in the Grant Deed to Delta Square Associates, LP, recorded August 25, 1980 in Book 9971 at Page 219, Official Records of said County, described as follows:

Commencing at the easterly terminus of that certain course described as "North 74°16'17" West 175.28 feet" in the deed to the State of California recorded September 12, 1952 in Book 1989 at Page 579, Official Records of said County; thence, North 73°24'48" West 2.93 feet along the southerly line of said lands of the State of California; thence South 69°26'03" East 9.10 feet to the **Point of Beginning;**

1. thence, South 69°26'03" East 300.47 feet to the easterly line of said Delta Square Associates Parcel (9971 OR 219);
2. thence, South 08°56'43" West 11.77 feet along said easterly line;
3. thence, North 67°52'02" West 37.58 feet;
4. thence, North 17°11'24" West 8.57 feet;
5. thence, North 70°44'49" West 75.31 feet;
6. thence, North 70°26'35" West 184.77 feet;
7. thence, North 20°33'57" East 8.70 feet to the **Point of Beginning.**

Containing 2,090 square feet (0.048 acres), more or less."

Parcel 62836-22 (Not Used)

Parcel 62836-23 (*61101-3*) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 8 described in the Final Order of Condemnation to Contra Costa County, recorded December 19, 2011, as Document Number 2011-0276564, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 of *Minor Subdivision 6-76* filed October 26, 1976 in Book 49 of Parcel Maps, Page 28, Contra Costa County Records (said Parcel 1 is also referenced in the Interspousal Grant Deed to James Kin Sing Watt, Trustee of the James Kin Sing Watt 2007 Living Trust, recorded May 29, 2008 under Document Number 2008-0119370, Official Records of said County), more particularly described as follows:

"A permanent easement for footing purposes and incidentals thereto, upon, in, over, under and across a parcel of land described as follows:

Commencing at the most westerly corner of said lands of Watt, said corner being coincident with the southeasterly line of the lands of the State of California described in the Grant Deed recorded June 7, 1973 in Book 4382 at Page 664 Official Records of said County;

1. thence, South 72°42'43" East 14.26 feet along the general southerly line of said lands of Watt;
2. thence, leaving last said line, North 42°11'16" East 28.07 feet to the **Point of Beginning**;
3. thence, North 42°11'16" East 12.85 feet;
4. thence, South 47°48'44" East 1.92 feet;
5. thence, South 42°11'16" West 12.85 feet;
6. thence, North 47°48'44" West 1.92 feet to the **Point of Beginning**.

Containing 25 square feet, more or less."

Parcel 62836-24 (*61102-3*) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 3 described in the Final Order of Condemnation to Contra Costa County, recorded September 12, 2011, as Document Number 2011-0186291-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 2 of *Minor Subdivision 6-76* filed October 26, 1976 in Book 49 of Parcel Maps, Page 28, Contra Costa County Records (said Parcel 2 is also referenced as

Parcel One in the Grant Deed to Khatri and Sons, LLC, recorded August 28, 2003 as Document Number 2003-0428339-00, Official Records of said County), described as follows:

"A permanent easement for footing purposes and incidents thereto, upon, in, over, and across a parcel of land described as follows:

Beginning at a Point on the general northerly line said Parcel One, from which the most northerly corner thereof bears North 72°42'43" West 14.26 feet;

1. thence, South 41°41'00" West 27.94 feet;
2. thence, South 69°18'13" West 8.00 feet;
3. thence, South 42°11'16" West 199.47 feet;
4. thence, South 15°03'32" West 8.00 feet;
5. thence, South 42°11'16" West 3.86 feet to the beginning of a non-tangent curve concave easterly and having a radius of 26.50 feet (a radial line of said curve to said point bearing North 55°37'25" West);
6. thence, southerly and southeasterly 45.87 feet along said curve, through a central angle of 99°10'18";
7. thence, South 66°12'00" East 57.11 feet;
8. thence, South 64°47'43" East 145.28 feet to the southerly line of said Parcel One;
9. thence, South 71°52'52" East 15.03 feet along said southerly line;
10. thence, leaving last said line, North 64°17'29" West 39.81 feet;
11. thence, North 64°47'43" West 120.69 feet;
12. thence, North 66°39'36" West 61.07 feet to the beginning of a non-tangent curve concave easterly and having a radius of 20.00 feet (a radial line of said curve to said point bearing South 31°29'31" West);
13. thence, northwesterly and northerly 28.91 feet along said curve, through a central angle of 82°49'24" to the beginning of a non-tangent curve concave easterly and having a radius of 155.16 feet (a radial line of said curve to said point bearing North 63°41'27" West);
14. thence, northerly and northeasterly 11.09 feet along said curve, through a central angle of 04°05'44";
15. thence, North 15°03'32" East 9.99 feet;
16. thence, North 42°11'16" East 30.97 feet;
17. thence, North 47°48'44" West 0.65 feet;
18. thence, North 42°11'16" East 16.00 feet;
19. thence, South 47°48'44" East 2.90 feet;

20. thence, North 42°11'16" East 16.00 feet;
21. thence, North 47°48'44" West 2.90 feet;
22. thence, North 42°11'16" East 135.13 feet;
23. thence, North 69°18'13" East 7.68 feet;
24. thence, North 42°11'16" East 30.04 feet to said general northerly line;
25. thence, North 72°42'43" West 2.87 feet along last said line to the **Point of Beginning.**

Containing 1,246 square feet (0.029 acres), more or less."

Parcel 62836-25 (*61106-2*) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 2 described in the Grant Deed to Contra Costa County, recorded October 30, 2009, as Document Number 2009-0259747, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 shown on the Parcel Map filed December 9, 1977 in Book 60 of Parcel Maps, Page 48, Contra Costa County Records (said Parcel 1 is also referenced in the Grant Deed to Joart Homes, Inc., recorded April 17, 1978, recorded in Book 8795 at Page 90, Official Records of said County), described as follows:

"An easement for footing purposes and incidents thereto, upon and across a parcel of land described as follows:

Beginning at a Point on the southerly line of the lands of Joart Homes, from which the southwesterly corner thereof bears North 62°22'10" West 11.03 feet, said point also being coincident with the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579, Official Records of said County;

1. thence, leaving said southerly line South 69°41'09" East 107.62 feet to the easterly line of said lands of Joart Homes;
2. thence, South 15°38'54" West 1.68 feet along said easterly line;
3. thence, North 69°39'51" West 97.29 feet to the northerly line of said lands of the State of California;
4. thence, North 62°22'10" West 10.55 feet along the northerly line of said lands of the State of California to the **Point of Beginning.**

Containing 155 square feet, more or less."

Parcel 62836-26 (61107-2) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 2 described in the Grant Deed to Contra Costa County, recorded April 8, 2010, as Document Number 2010-068922-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 of *Minor Subdivision 16-84* filed January 22, 1985 in Book 114 of Parcel Maps, Page 20, Contra Costa County Records (said Parcel 1 is also referenced in the Grant Deed to Ramesh Pitamber, recorded May 5, 2008 as Document Number 2008-0098083, Official Records of said County), described as follows:

"An easement for footing purposes and incidents thereto, upon and across a parcel of land described as follows:

Beginning at a Point on the westerly line of said Parcel 1, from which the southwesterly corner thereof bears South 15°38'54" West 4.87 feet;

1. thence, North 15°38'54" East 1.68 feet along the westerly line of said Parcel 1;
2. thence, leaving said westerly line South 69°39'51" East 107.27 feet;
3. thence, South 20°18'18" West 1.17 feet;
4. thence, South 20°20'09" West 0.50 feet;
5. thence, North 69°39'51" West 107.13 feet to the **Point of Beginning.**

Containing 179 square feet [140 square feet per D.N. 2010-068922-00] (0.004 acres), more or less."

Parcel 62836-27 (*61107-3*) Slope Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 3 described in the Grant Deed to Contra Costa County, recorded April 8, 2010, as Document Number 2010-068922-00, Official Records of Contra Costa County, described as follows:

A portion of Parcel 1 of *Minor Subdivision 16-84* filed January 22, 1985 in Book 114 of Parcel Maps, Page 20, Contra Costa County Records (said Parcel 1 is also referenced in the Grant Deed to Ramesh Pitamber, recorded May 5, 2008 as Document Number 2008-0098083, Official Records of said County), described as follows:

"An easement for slope purposes and incidents thereto, upon and across a parcel of land described as follows:

Beginning at a Point on the easterly line of said lands of Pitamber, from which the southeasterly corner thereof bears South 20°01'11" West 3.92 feet;

1. thence, leaving said easterly line North 69°39'51" West 69.37 feet;
2. thence, North 77°27'03" East 14.25 feet;
3. thence, South 71°04'15" East 57.38 feet to the easterly line of said lands of Pitamber;
4. thence, South 20°01'11" West 9.14 feet along said easterly line to the **Point of Beginning.**

Containing 531 square feet (0.012 acres), more or less."

Parcel 62836-28 (*61109-2*) Slope Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Being all of that certain parcel of land in the City of Antioch described as "Parcel 2: Slope Easement" in the Grant Deed to Contra Costa County, recorded March 31, 2015 as Document Number 2015-0058723-00, Official Records of Contra Costa County, described as follows:

A portion of the 84 foot easement dedicated to the City of Antioch, as said easement is shown on the Map entitled "Subdivision 4910, Contra Loma Estates, Unit 4", filed March 31, 1977 in Book 195 of Maps at Page 15, Official Records of said County, described as follows:

"An easement for slope purposes and incidents thereto, upon, over and across a parcel of land described as follows:

All of Parcel 61109-2 in the Quitclaim Deed to Contra Costa County, recorded April 6, 2010, as Document Number 2010-0067125, Official Records of Contra Costa County more particularly described as follows:

Commencing at a Point on the westerly line of said easement to the City of Antioch, from which the southwesterly corner thereof bears South 29°42'49" West 3.30 feet;

1. thence, leaving said westerly line South 69°39'51" East 15.11 feet to the **Point of Beginning;**
2. thence, North 51°17'19" East 8.65 feet;
3. thence, South 68°42'41" East 50.72 feet;
4. thence, South 08°42'41" East 7.52 feet;
5. thence, North 69°39'51" West 58.81 feet to the **Point of Beginning.**

Containing 383 square feet, more or less."

Parcel 62836-29 (61110-2) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 2, Permanent Footing Easement, described in Final Order of Condemnation, recorded February 26, 2015, as Document Number 2015-0033145, Official Records of Contra Costa County, described as follows:

A portion of Lots 4 and 5, *Subdivision 5609, Parkridge 2*, filed May 22, 1980 in Book 239 of Subdivision Maps, Page 32, Official Records of said County, described as follows:

"A permanent easement for footing purposes and incidents thereto, upon, over, in and across a parcel of land described as follows:

Beginning at a Point on the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County, from which the southwesterly corner of said Lot 5, bears North 72°06'44" West 5.95 feet;

1. thence, leaving said northerly line, North 17°53'16" East 3.75 feet;
2. thence, South 72°06'44" East 81.77 feet;
3. thence, South 75°51'10" East 28.11 feet to the beginning of a non-tangent curve concave northerly and having a radius of 19,882.19 feet, (a radial line of said curve to said point bearing South 19°23'02" West);
4. thence, easterly 159.34 feet along said curve, through a central angle of 00°27'33";
5. thence, South 71°04'31" East 141.82 feet to the beginning of a curve concave southerly and having a radius of 20,117.81 feet;
6. thence, easterly 82.49 feet along said curve, through a central angle of 00°14'06" to the easterly line of said Lot 4;

7. thence, South 15°39'03" West 10.34 feet along said easterly line to the northerly line of said lands of the State of California;
8. thence, North 70°20'47" West 405.48 feet along said northerly line;
9. thence, North 72°06'44" West 88.50 feet along last said line to the **Point of Beginning.**

Containing 3,561 square feet (0.082 acres), more or less."

Parcel 62836-30 (*61111-1*) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 4, Permanent Footing Easement, described in Final Order of Condemnation, recorded February 26, 2015, as Document Number 2015-0033145, Official Records of Contra Costa County, described as follows:

A portion of Lot 2, *Subdivision 5234, Parkridge*, filed February 28, 1979 in Book 222 of Subdivision Maps at Page 31, Official Records of said County, described as follows:

"A permanent easement for footing purposes and incidents thereto, upon, over, in and across a parcel of land described as follows:

Beginning at the southwesterly corner of said Lot 2, said corner also lying on the northerly line of the lands of the State of California described in the Grant Deed recorded September 12, 1952 in Book 1989 at Page 579 Official Records of said County;

1. thence, North 15°39'03" East 10.34 feet along the westerly line of said lot 2 to the beginning of a non-tangent curve concave southerly and having a radius of 20,117.81 feet (a radial line of said curve to said point bears north 19°09'35" east);
2. thence, leaving said westerly line, 144.93 feet easterly along said curve, through a central angle of 00°24'46";
3. thence, South 73°08'31" East 71.80 feet;
4. thence, South 16°51'29" West 3.99 feet to the northerly line of Parcel B of said Subdivision 5234;
5. thence, North 73°08'31" West 216.37 feet along said northerly line to the **Point of Beginning.**

Containing 1,335 square feet (0.031 acres), more or less."

Parcel 31: 62836-31 (*61112-2*) Footing Easement

Real property in Antioch, Contra Costa County, California, described as follows:

Parcel 1 described in Grant of Easement to Contra Costa County, recorded January 29, 2015, as Document Number 2015-0015294, Official Records of Contra Costa County, described as follows:

A portion of San Jose Drive, as said drive is shown on that certain Map entitled "*Subdivision 5932 Buchanan Business Park*", filed February 26, 1981, in Book 249 of Maps, at Page 22, in the office of the Recorder of said County, described as follows:

"An easement for footing purposes and incidents thereto, upon, over and across a parcel of land described as follows:

Commencing at the easterly terminus of that certain course described in the Grant Deed to the State of California, recorded June 19, 1963 in Book 4390 at Page 625, Official Records of said County as "South 78°47'14" West 248.28 feet" (the bearing of South 79°49'22" West being taken for the purpose of this description);

1. thence, South 79°49'22" West 81.38 feet along the southerly line of said lands of the State of California to the **Point of Beginning;**
2. thence, leaving last said line, South 84°17'53" East 47.18 feet;
3. thence, South 82°26'37" East 58.35 feet to the beginning of a non-tangent curve concave southerly and having a radius of 1188.50 feet, (a radial line of said curve to said point bearing North 07°33'17" East);
4. thence, easterly 69.94 feet along said curve, through a central angle of 03°22'18";
5. thence, South 79°04'25" East 24.08 feet to the beginning of a curve concave southerly and having a radius of 1588.50 feet;
6. thence, easterly 229.11 feet along said curve, through a central angle of 08°15'50";
7. thence, South 70°48'35" East 117.81 feet to the southerly line described in the Grant Deed to the State of California recorded September 12, 1952 in Book 1989 at Page 579, Official Records of said County;
8. thence, South 67°41'32" East 50.57 feet along last said line;
9. thence, leaving last said line, North 70°48'35" West 168.30 feet to the beginning of a curve concave southerly and having a radius of 1585.75 feet;
10. thence, westerly 228.72 feet along said curve, through a central angle of 08°15'50";
11. thence, North 79°04'25" West 24.08 feet to the beginning of a curve concave southerly and having a radius of 1185.75 feet;
12. thence, westerly 69.78 feet along said curve, through a central angle of 03°22'18";
13. thence, North 82°26'36" West 55.40 feet;
14. thence, North 84°28'04" West 60.67 feet to said southerly line of Grant Deed recorded June 19, 1963 (4390 OR 625);

15. thence, North 79°49'22" East 11.05 feet along last said line to the **Point of Beginning**.

Containing 1,596 square feet (0.037 acres), more or less.

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

The bearings and distances used in the above description are based on California Coordinate System 1983, Zone 3, CA-HPGN Epoch 2000.86. Multiply distances shown above by 1.00005924 to obtain ground level distances.

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

September 28, 2015
Date

Joel A. Garcia
L.S. No. 5285
Expiration Date: 12-31-2015

LICENSED LAND SURVEYOR
JOEL A. GARCIA
No. 5285
Exp. 12/31/15
STATE OF CALIFORNIA

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract amendment with CH2M Hill, Inc., to extend termination date of contract, Countywide.

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with CH2M Hill, Inc., effective November 5, 2015, to extend the termination date from November 5, 2015 to November 5, 2017, for on-call structural engineering services, with no change to the original payment limit of $250,000, Countywide.

FISCAL IMPACT:
Work performed under this amendment is funded by developer fees; and various other local, state and federal funds for road, flood control, and airport projects.

BACKGROUND:
The Public Works Department is involved in various projects in the County, which require structural engineering consulting services for road, flood control, and airport projects. After a solicitation process in 2012, this firm and four other firms were selected to provide structural engineering services on an "on-call" basis. On November 6, 2012, a consulting service agreement with CH2M Hill, Inc. was approved by the Board of Supervisors.

Since the original consulting service agreement was executed, the Consultant provided on-call structural engineering services on multiple projects. While most of these projects have been completed, there are several on-going projects that have task orders that require Consultant's engineering services beyond the Agreement's November 5, 2015 expiration. In order to allow these task orders to continue without disruption, the contract is being extended solely for the completion of these task orders. The Consultant needs to complete the following:

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

Contact: Kevin Emigh, 925-313-2233

cc:

BACKGROUND: (CONT'D)

Wildcat/San Pablo Creeks LLCR Project: Task Order No. 4

- Deer Creek Bridge at Paloma Canyon Project: Task Order No. 5
- Village Center Trail Pedestrian Bridge over Alamo Creek Project: Task Order No. 6

Approval of this Consulting Services Agreement Amendment No. 1 will allow the Consultant to continue providing structural engineering consulting services to complete the task orders through December 31, 2017. No increase in the contract amount.

CONSEQUENCE OF NEGATIVE ACTION:

If the contract amendment is not approved, the projects will experience delays and added costs as County solicits for new professional services which will duplicate previous work.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Approve the third extension for Road Improvement Agreement RA06-01208, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):
ADOPT Resolution No. 2015/436 approving the third extension of the Road Improvement Agreement for road acceptance RA06-01208 (cross-reference SD04-08856), for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The terminal date of the Road Improvement Agreement needs to be extended. The developer has not completed the required improvements and has requested more time. (Approximately 80% of the work has been completed to date.) By granting an extension, the County will give the developer more time to complete his improvements and keep the bond current.

CONSEQUENCE OF NEGATIVE ACTION:
The term date of the Road Improvement Agreement will not be extended and the developer will be in default of the agreement, requiring the County to take legal action against the developer and surety to get the improvements installed.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

Contact: Jocelyn A.B. LaRocque, 925-313-2315

By: Stacey M. Boyd, Deputy

cc: J. A.B. LaRocque - Engineering Services , D. Roberts, Engineering Services Originator, Design/Construction Division, Current Planning - DCD, Shapell Homes, , 6800 Koll Center Pkwy., Ste. 320, Pleasanton, CA 94566, National Fire Insur. Co. of Hartford 100 Matsonford Rd, #200 Radnor PA 19087, T - 9-18-16

AGENDA ATTACHMENTS

Resolution No. 2015/436

Third Extension

MINUTES ATTACHMENTS

Signed: Resolution No. 2015/436

Recorded at the request of: **BOARD OF SUPERVISORS**
Return To: **PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES**

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

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

AYE:	**John Gioia, District I SupervisorCandace Andersen, District II SupervisorMary N. Piepho, District III SupervisorKaren Mitchoff, District IV SupervisorFederal D. Glover, District V Supervisor**
NO:	
ABSENT:	
ABSTAIN:	
RECUSE:	

Resolution No. 2015/436

IN THE MATTER OF approving the third extension of the Road Improvement Agreement for road acceptance RA06-01208 (cross-reference SD04-08856), for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS, the Public Works Director having recommended that she be authorized to execute the third agreement extension which extends the Road Improvement Agreement between Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation and the County for construction of certain improvements in road acceptance RA06-01208 (cross-reference SD04-08856), San Ramon (Dougherty Valley) area, through November 18, 2016;

APPROXIMATE PERCENTAGE OF WORK COMPLETE: 80%

ANTICIPATED DATE OF COMPLETION: September 30, 2016

BOND NO.: 929 390 933

DATE: August 3, 2006

REASON FOR EXTENSION: Need additional time to complete job. Water and storm drain improvements are installed, sewer improvement is underway, and joint trench is next.

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

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

Contact: Jocelyn A.B. LaRocque, 925-313-2315

ATTESTED: December 8, 2015
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

cc: J. A.B. LaRocque - Engineering Services , D. Roberts, Engineering Services Originator, Design/Construction Division, Current Planning - DCD, Shapell Homes, , 6800 Koll Center Pkwy., Ste. 320, Pleasanton, CA 94566, National Fire Insur. Co. of Hartford 100 Matsonford Rd, #200 Radnor PA 19087, T - 9-18-16

CONTRA COSTA COUNTY

ROAD IMPROVEMENT AGREEMENT EXTENSION

Development Number: RA06-01208

Developer: Shapell Homes, A Division of Shapell Industries, Inc., A Delaware Corporation

Original Agreement Date: November 18, 2008

Fourth Extension New Termination Date: November 18, 2016

Improvement Security

SURETY : **National Fire Insurance Company of Harford**

BOND No. **929 390 933** **Date:** **August 3, 2006**

Security Type	Security Amount	
Cash:	$ 112,900.00	(1% cash, $1,000 Min.)
SURETY BOND:	$ 2,142,200.00	(Performance)
	$ 5,642,700.00	(Labor& Material)

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

Dated: _____

FOR CONTRA COSTA COUNTY
Julia R. Bueren, Public Works Director

By: _____

RECOMMENDED FOR APPROVAL:

By: _____
(Engineering Services Division)

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

FORM APPROVED: Victor J. Westman, County Counsel

After Approval Return to Clerk of the Board

Dated: October 5, 2015

_____
Developer's Signature(s)

RICHARD M. NELSON
Printed

_____
Developer's Signature(s)

Robert D. Moore
Printed

_____
Address

National Fire Insurance Company of Hartford
Surety or Financial Institution

100 Matsonford Road, Radnor, PA 19087
Address

_____
Attorney in Facts Signature

Daniel P. Dunigan
Printed

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On October 7th, 2015 before me, April Crawford, Notary Public----------
(insert name and title of the officer)

personally appeared Robert D. Moore and Richard M. Nelson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

APRIL CRAWFORD
Comm. #2024306
Notary Public - California
Alameda County
Comm. Expires May12, 2017

Signature April Crawford **(Seal)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of PENNSYLVANIA

County of CHESTER

On OCTOBER 5, 2015 (Date) before me, ARLENE OSTROFF (Name and Title of Notary), Notary Public

personally appeared DANIEL P. DUNIGAN (Name and or Names of Signer(s))

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ARLENE OSTROFF, Notary Public
Willistown Twp., Chester County
My Commission Expires December 3, 2016

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

Witness my hand and official seal.

Signature _____ Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William F Simkiss, Daniel P Dunigan, Richard J Decker, Joseph W Kolok, Jr, Brian C Block, James L Hahn, Individually

of Paoli, PA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 15th day of June, 2015.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires February 12, 2021

S. Eich — Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 5TH day of OCTOBER, 2015.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult — Assistant Secretary

Form F6853-4/2012

NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
Chicago, Illinois
Statement of Net Admitted Assets and Liabilities
December 31, 2014

ASSETS

Bonds	$	103,826,210
Cash and short-term investments		10,224,110
Investment income due and accrued		978,692
Net deferred tax asset		6,079,506
Total Assets	$	121,108,518

LIABILITIES AND SURPLUS

Losses			$	-
Loss adjustment expense				-
Other expense				69,127
Unearned premiums				-
Payable to parent, subsidiaries and affiliates				23,562
Total Liabilities			$	92,689
Surplus Account:				
Capital paid up	$	5,000,000		
Gross paid in and contributed surplus		47,200,000		
Unassigned funds		68,815,829		
Surplus as regards policyholders			$	121,015,829
Total Liabilities and Capital			$	121,108,518

I, Peter Locy, Assistant Vice President of National Fire Insurance Company of Hartford hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2014, as filed with the various Insurance Departments and is a true and correct statement of the condition of National Fire Insurance Company of Hartford as of that date.

National Fire Insurance Company of Hartford

By _____
Assistant Vice President

Subscribed and sworn to me this 19th day of March, 2015.

My commission expires:

YOLANDA JIMENEZ
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 24, 2017

Yolanda Jimenez
Notary Public

C.9

Recorded at the request of: **BOARD OF SUPERVISORS**
Return To: **PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES**

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

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

AYE: **John Gioia, District I SupervisorCandace Andersen, District II SupervisorMary N. Piepho, District III SupervisorKaren Mitchoff, District IV SupervisorFederal D. Glover, District V Supervisor**

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2015/436

IN THE MATTER OF approving the third extension of the Road Improvement Agreement for road acceptance RA06-01208 (cross-reference SD04-08856), for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS, the Public Works Director having recommended that she be authorized to execute the third agreement extension which extends the Road Improvement Agreement between Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation and the County for construction of certain improvements in road acceptance RA06-01208 (cross-reference SD04-08856), San Ramon (Dougherty Valley) area, through November 18, 2016;

APPROXIMATE PERCENTAGE OF WORK COMPLETE: 80%

ANTICIPATED DATE OF COMPLETION: September 30, 2016

BOND NO.: 929 390 933

DATE: August 3, 2006

REASON FOR EXTENSION: Need additional time to complete job. Water and storm drain improvements are installed, sewer improvement is underway, and joint trench is next.

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

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

Contact: Jocelyn A.B. LaRocque, 925-313-2315

ATTESTED: December 8, 2015

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

Stacey M. Boyd

By: Stacey M. Boyd, Deputy

cc: J. A.B. LaRocque - Engineering Services , D. Roberts, Engineering Services Originator, Design/Construction Division, Current Planning - DCD, Shapell Homes, , 6800 Koll Center Pkwy., Ste. 320, Pleasanton, CA 94566, National Fire Insur. Co. of Hartford 100 Matsonford Rd, #200 Radnor PA 19087, T - 9-18-16

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: APPROVE and ADOPT the Disadvantaged Business Enterprise (DBE) Program for County Airports, Concord and Byron areas.

RECOMMENDATION(S):

APPROVE and ADOPT the Disadvantaged Business Enterprise (DBE) Program for County Airports,

AUTHORIZE and DIRECT the Public Works Director, or designee, to sign and submit the DBE Program for County Airports document to the Federal Aviation Administration for acceptance, and

RESCIND the existing Disadvantaged Business Enterprise Program approved by the Board of Supervisors on June 9, 2009, with regard to the Federal Aviation Administration.

FISCAL IMPACT:

Costs associated with the DBE Program for County Airports will be funded 100% by Federal Aviation Administration Funds. Without a DBE Program for County Airports, the County will not be eligible for federal funding for airport projects.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

Contact: Michelle Parella, 925-313-2249

cc:

BACKGROUND:

The Federal Aviation Administration (FAA) and Federal Highway Administration (FHWA) are within the U.S. Department of Transportation (DOT). They are the source of billions of dollars in federal funding to local agencies for airport and highway improvements each year. To be eligible for funding, agencies must comply with Part 26 of Title 49 of the Code of Federal Regulations (CFR), "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Program." 49 CFR, Part 26 requires local agencies to implement a disadvantaged business enterprise ("DBE") program. In general, the goal of a DBE program is to allow small businesses that are at least 51% controlled by one or more persons who are socially and economically disadvantaged the opportunity to compete for certain contracts.

In 2005, the Ninth Circuit Court of Appeals issued a ruling that affected all state and local agency DBE programs in the nine western states. (Western States Paving Co. v. State of Washington Dept. of Transportation, 407 F.3d 983 (9th Cir. 2005).) The Court of Appeals ruled that agencies must have evidence that demonstrated a need for race-conscious measures, such as DBE goals, in their federally-funded contracts. Following this ruling, the FHWA instructed agencies to provide evidence in support of their race-conscious DBE programs, or begin gathering evidence and change to race-neutral DBE programs in the interim.

Operating under FHWA, the California Department of Transportation (Caltrans) conducted a state-wide availability and disparity study on behalf of the local agencies in its jurisdiction that receive FHWA funds. The FHWA approved this study in March 2009. The study demonstrated a need for race-conscious contract goals for African American, Women, Asian Pacific American and Native American-owned businesses (Underutilized Disadvantaged Business Enterprises ("UDBE")).

Based on the results of the study, Caltrans revised its DBE Program to implement race-conscious UDBE goals. Under the revised DBE Program, new race-conscious contract specifications were required to be incorporated in all federal-aid construction and consultant contracts. Caltrans required local agencies that receive FHWA funds through Caltrans (and FAA funds) to implement this revised DBE program. The Board of Supervisors approved the Caltrans DBE Implementation Agreement on May 19, 2009.

In 2012, Caltrans again revised its DBE Program removing the requirement for race-conscious UDBE goals and the Federal Aviation Administration released its own format requirements for a DBE Program.

In 2014, the Department of Transportation made significant changes to the overall DBE Program requirements. The FAA and Caltrans have interpreted the changes differently resulting in the need to create two separate program documents - one for FAA and another for Caltrans.

In 2015, the Contra Costa County Administrator's Office determined that the overall responsibility for the DOT DBE Program(s) should reside with the Public Works Department. In consideration of the changes at the DOT and Contra Costa County, the new DBE program for County Airports refers to the County as the responsible party but assigns the responsibility for implementation to the Public Works Department.

As a result of the great many changes, this DBE Program for County Airports has been created and is being submitted for Approval and Adoption. This DBE Program for County Airports will supersede the County DBE Program adopted by the Board of Supervisors on June 9, 2009, as applied to County airports. The County DBE Program adopted by the Board of Supervisors on June 9, 2009, will continue to apply to County projects that receive FHWA funds, until it is superseded by a revised program adopted by the Board of Supervisors at a later date.

Upon Board approval of the attached DBE Program for County Airports, the Public Works Department will submit the attached DBE Program for County Airports to the FAA for acceptance. The attached DBE Program for County Airports replaces the previous DBE Program adopted by the Board on June 9, 2009 for federally funded airport construction and consulting projects.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not take the recommended action, FAA will stop authorizing Federal funds earmarked for County airport projects.

ATTACHMENTS

DBE Program Document

DBE Program Attachments

DBE PROGRAM FOR COUNTY AIRPORTS
Public Works Department
Contra Costa County

Section 26.1, 26.23 Objectives/Policy Statement

Contra Costa County (County), owner of Buchanan Field and Byron Airports, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 ("Part 26". All references to "Section" refer to sections in Part 26). The County has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the County has signed an assurance that it will comply with 49 CFR Part 26. The County's DBE Program for County Airports applies to County airport projects that receive Federal Aviation Administration (FAA) funding. It supersedes the County DBE Program adopted by the Board of Supervisors on June 9, 2009, as applied to County airports. The County DBE Program adopted by the Board of Supervisors on June 9, 2009, will continue to apply to County projects that receive Federal Highway Administration (FWHA) funds, unless it is superseded by a revised program adopted by the Board of Supervisors.

It is the policy of the County to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also County policy:

1. To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT - assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. To assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Public Works Department Director ("Director") has been designated as the DBE Liaison Officer (DBELO). In that capacity, the Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the County in its financial assistance agreements with the Department of Transportation.

The Department has disseminated this policy statement to the Contra Costa County Board of Supervisors and made it available to all components of our organization. The Department will post this policy statement on the publicly viewed Public Works and Airport web pages and make it available to both DBE and non-DBE businesses that perform work for us on DOT-assisted contracts.

_____ _____

Julia R. Bueren, Public Works Director Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The County is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, et seq.

Section 26.5 Definitions

The County will use terms in this program that have the meaning defined in Section 26.5. See Attachment 1 for more details on 49 CFR Part 26 and links to related websites.

Section 26.7 Non-discrimination Requirements

The County will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the County will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

1. Reporting to DOT: 26.11(b)

   The County will report DBE participation to DOT/FAA as follows:

   The County will transmit to FAA annually on December 1, the "Uniform Report of DBE Awards or Commitments and Payments" form, found in Appendix B to Part 26. The County will also report the DBE contractor firm information either on the FAA DBE Contractor's Form or other similar format. The County will begin using the revised Uniform Report of DBE Awards or Commitments and Payments for reporting FY 2015 reports due December 1, 2015.

2. Bidders List: 26.11(c)

   The County will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on County DOT-assisted contracts for use in helping to set our overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

The County will collect this information in the following ways:

A copy of the data collection form is included as Attachment 3 "Bidders List Application." This form is posted and downloadable on the Public Works and Airport websites. Lists are maintained and updated by the individual divisions using them.

Section 26.13 Federal Financial Assistance Agreement

The County has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

1. Assurance: 26.13(a) Each financial assistance agreement the County signs with a DOT operating administration (or a primary recipient) will include the following assurance:

   "Assurance: 26.13(a) The County shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The County shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The County's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the County of its failure to carry out its approved program, the Department of Transportation may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

[*Note: This language is to be used verbatim, as it is stated in 26.13(a).*]

2. Contract Assurance: 26.13(b) The County will ensure that the following clause is included in each contract the County signs with a contractor and each subcontract the prime contractor signs with a subcontractor:

   "Contract Assurance (26.13) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate."

[*Note: This language is used verbatim, as it is stated in 26.13(b) in the Special Conditions of each contract/agreement.*]

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The County is required to have a DBE program meeting the requirements of Part 26 as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds $250,000 in FAA funds in a federal fiscal year. The County is not eligible to receive DOT financial assistance unless DOT has approved the County's DBE program and the County is in compliance with it and Part 26. The County will continue to carry out its program until all funds from DOT financial assistance have been expended. The County does not have to submit regular updates of our program, as long as the County remains in compliance. However, the County will submit significant changes in the program for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The Department has designated the following individual as our DBE Liaison Officer:

Julia R. Bueren
Public Works Director
255 Glacier Drive
Martinez, CA 94553
(925) 313-2000
JULIE.BUEREN@PW.CCCOUNTY.US

In that capacity and in coordination with other appropriate officials, the DBELO is ultimately responsible for developing, implementing and monitoring the DBE program and ensuring that the County complies with all provisions of 49 CFR Part 26. The DBELO relies on Department staff from several divisions including the Airports, Design/Construction, Transportation, Contracts Administration and County Counsel to assist in the administration of the program. DBELO has direct, independent access to the Public Works Director concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 2 to this Program.

Department staff fulfills the following duties and responsibilities of the DBELO:

1. Gathers and reports statistical data and other information as required by DOT.

2. Reviews third party contracts and purchase requisitions for compliance with this program.

3. Works with all Department divisions to set overall annual goals.

4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.

5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.

6. Analyzes Department's progress toward attainment and identifies ways to improve progress.

7. Participates in pre-bid meetings.

8. Advises the County Administrative Officer\Board of Supervisors on DBE matters and achievement.

9. Determines contractor compliance with good faith efforts.

10. Plans and participates in DBE training seminars.

11. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the County to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBE Liaison Officer. The California Department of Transportation (Caltrans) Disadvantaged Business Enterprise Program may offer assistance to the DBE Liaison Officer.

Section 26.29 Prompt Payment Mechanisms

The County has established, as part of its DBE Program, a contract clause requiring prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 days from receipt of each payment made by the County to the prime contractor.

The County will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. The County will use the following method to comply with this requirement:

> Hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after receipt of our payment to the prime contractor.

County will consider a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the County. When County has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Prompt Payment

The County will include the following clause in each DOT-assisted prime contract:

> "Prompt Payment (26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from Agency. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Agency. This clause applies to both DBE and non-DBE subcontractors."

Monitoring Payments to DBEs

The County will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the County or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The County will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Section 26.31 Directory

The County will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's website at www.dot.ca.gov/hq/bep. See Attachment 4 for additional information.

Section 26.33 Over-concentration

The County has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The County has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The County will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. The County will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.

2. The County will implement similar action under its own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulations, provisions, and contract remedies available in the events of non-compliance with the DBE regulation by a participant in its DBE Program.

3. The County will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

4. The Department will assign a Resident Engineer (RE) or Contract Administrator to monitor and track actual DBE participation through contractor and subcontractor reports of payments in accordance with the following:

   A. <u>After Contract Award</u>

   After the contract award the County will review the award documents for the portion of items each DBE and first tier subcontractor will be performing and the dollar value of that work. With these documents the RE/Contract Administrator will be able to determine the work to be performed by the DBEs or subcontractors listed.

   B. <u>Preconstruction Conference</u>

   A preconstruction conference will be scheduled between the RE/Contract Administrator and the contractor or their representative to discuss the work each DBE subcontractor will perform.

   Before work can begin on a subcontract, the local agency will require the contractor to submit a completed "Subcontracting Request," Exhibit 16-B of the Caltrans Local Assistance Program Manual (LAPM) or equivalent. When the RE/Contract Administrator receives the completed form it will be checked for agreement of the first tier subcontractors and DBEs. The RE/Contract Administrator will not approve the request when it identifies someone other than the DBE or first tier subcontractor listed in the previously completed "List of Subcontractors and DBEs" form in the Proposal and the "Local Agency-Bidder DBE Information (Construction Contracts)," Exhibit 15-G of the LAPM or

equivalent. The "Subcontracting Request" will not be approved until any discrepancies are resolved. If an issue cannot be resolved at that time, or there is some other concern, the RE/Contract Administrator will require the contractor to eliminate the subcontractor in question before signing the subcontracting request. A change in the DBE or first tier subcontractor may be addressed during a substitution process at a later date.

Suppliers, vendors, or manufacturers listed on the "Local Agency-Bidder DBE Information (Construction Contracts)," Exhibit 15-G of the LAPM or equivalent will be compared by the RE/Contract Administrator to those listed in the completed "Notice of Materials to be Used", Exhibit 16-I of the LAPM or equivalent. Differences must be resolved by either making corrections or requesting a substitution.

Substitutions will be subject to the Subletting and Subcontracting Fair Practices Act (FPA). Local agencies will require contractors to adhere to the provisions within Subletting and Subcontracting Fair Practices Act (State Law) Sections 4100-4144. FPA requires the contractor to list all subcontractors in excess of one half of one percent (0.5%) of the contractor's total bid or $10,000, whichever is greater. The statute is designed to prevent bid shopping by contractors. The FPA explains that a contractor may not substitute a subcontractor listed in the original bid except with the approval of the awarding authority.

The RE/Contract Administrator will give the contractor a blank Exhibit 17-F of the LAPM, "Final Report Utilization of Disadvantaged Business Enterprises, First Tier Subcontractors" and will explain to them that the document will be required at the end of the project, for which payment can be withheld, in conformance with the contract.

C. Construction Contract Monitoring

The RE will ensure that the RE's staff (inspectors) knows what items of work each DBE is responsible for performing. Inspectors will notify the RE immediately of apparent violations.

When a firm other than the listed DBE subcontractor is found performing the work, the RE will notify the contractor of the apparent discrepancy and potential loss of payment. Based on the contractor's response, the RE will take appropriate action: The DBE Liaison Officer will perform a preliminary investigation to identify any potential issues related to the DBE subcontractor performing a commercially useful function. Any substantive issues will be forwarded to the Caltrans Disadvantaged Business Enterprise Program. If the contractor fails to adequately explain why there is a discrepancy, payment for the work will be withheld and a letter will be sent to the contractor referencing the applicable specification violation and the required withholding of payment.

If the contract requires the submittal of a monthly truck document, the contractor will be required to submit "Monthly DBE Trucking Verification," Exhibit 16-Z of the LAPM, or equivalent, to the RE showing the owner's name; California Highway

Patrol CA number; and the DBE certification number of the owner of the truck for each truck used during that month for which DBE participation will be claimed. The trucks will be listed by California Highway Patrol CA number in the daily diary or on a separate piece of paper for documentation. The numbers are checked by inspectors regularly to confirm compliance.

Providing evidence of DBE payment is the responsibility of the contractor.

D. Substitution

When a DBE substitution is requested, the RE/Contract Administrator will request a letter from the contractor explaining why substitution is needed. The RE/Contract Administrator must review the letter to be sure names and addresses are shown, dollar values are included, and reason for the request is explained. If the RE/Contract Administrator agrees to the substitution, the RE/Contract Administrator will notify, in writing, the DBE subcontractor regarding the proposed substitution and procedure for written objection from the DBE subcontractor in accordance with the Subletting and Subcontracting Fair Practices Act. If the contractor is not meeting the contract goal with this substitution, the contractor must provide the required good faith effort to the RE/Contract Administrator for local agency consideration.

If there is any doubt in the RE/Contract Administrator's mind regarding the requested substitution, the RE/Contract Administrator may contact the DLAE for assistance and direction.

E. Record Keeping and Final Report Utilization of Disadvantaged Business Enterprises

The contractor shall maintain records showing the name and address of each first-tier subcontractor. The records shall also show:

1) The name and business address, regardless of tier, of every DBE subcontractor, DBE vendor of materials and DBE trucking company.

2) The date of payment and the total dollar figure paid to each of the firms.

3) The DBE prime contractor shall also show the date of work performed by their own forces along with the corresponding dollar value of the work claimed toward DBE contract goal, if applicable.

When a contract has been completed the contractor will provide a summary of the records stated above. The DBE utilization information will be documented on "Final Report Utilization of Disadvantaged Business Enterprises, First Tier Subcontractors," Exhibit 17-F of the LAPM or equivalent. The RE will compare the completed Exhibit 17-F to the contractor's completed "Local Agency Bidder DBE Information (Construction Contracts)," Exhibit 15-G of the LAPM or equivalent, and, if applicable, to the completed "Subcontracting Request,", Exhibit 16-B of the LAPM. The DBEs shown on the completed Exhibit 17-F should be the same as those originally listed

unless an authorized substitution was allowed, or the contractor used more DBEs and they were added. The dollar amount should reflect any changes made in planned work done by the DBE. The contractor will be required to explain in writing why the names of the subcontractors, the work items or dollar figures are different from what was originally shown on the completed Exhibit 15-G when:

a. There have been no changes made by the RE.
b. The contractor has not provided a sufficient explanation in the comments section of the completed Exhibit 17-F.

The explanation will be attached to the completed Exhibit 17-F for submittal to the RE. The RE will file this in the project records.

The RE/Contract Administrator will keep track of the DBE certification status on the Internet at www.dot.ca.gov/hq/bep and keep the RE informed of changes that affect the contract. The RE will require the contractor to act in accordance with existing contractual commitments regardless of decertification.

Attachment 6 includes examples of Exhibits 15-G, 17-F

Section 26.39 Fostering small business participation.

The County has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The County's small business element is incorporated as Attachment 10 to this DBE Program. The County will actively implement the program elements to foster small business participation; doing so is a requirement of good faith implementation of our DBE program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The County does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The County will establish an overall DBE goal covering a three-year federal fiscal year period if the County anticipates awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds $250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with Section 26.45(f) the County will submit its Overall Three-year DBE Goal to FAA by August 1st as required by the established schedule below.

Airport Type	Region	Date Due (Goal Period)	Next Goal Due (Goal Period)
Non-Hub Primary	**All Regions**	**August 1, 2015 (2016/2017/2018)**	**August 1, 2018 (2019/2010/2021)**

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the County does not anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds $250,000 during any of the years within the three-year reporting period, the County will not develop an overall goal; however, this DBE Program will remain in effect and the County will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

> *Step 1*. The first step is to determine the relative availability of DBEs in the market area, "base figure". We will use DBE Directories and Census Bureau Data for specified counties. The second step is to adjust the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on Contracts.

Any methodology the County chooses will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in our market. The County understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of paragraph (c)(2) of this section (above), is not an acceptable alternative means of determining the availability of DBEs.

> *Step 2.* Once the County has calculated a base figure, the County will examine all of the evidence available in our jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at our overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

26.45 (g)(1) In establishing the overall goal, the County will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the County's efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the County's goal setting process, and it will occur before the County is required to submit our goal methodology to the operating administration for review pursuant to paragraph (f) of this section. The County will document in our goal submission the consultation process that the County engaged in. Notwithstanding paragraph (f)(4) of this section, the County will not implement our proposed goal until the County has complied with this requirement.

In addition, the County will publish a notice announcing our proposed overall goal before submission to the operating administration on August 1st. The notice will be posted on our official internet web site and may be posted in any other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal will be posted on our official internet web site. The County will inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at our principal office and that the County and DOT/FAA will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. **The public comment period will not extend the August 1st deadline.**

Our Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

The County will begin using our overall goal on October 1 of the reporting period, unless the County has received other instructions from DOT.

Section 26.45 (e) - Project Goals

If permitted or required by the FAA Administrator the County will express our overall goals as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which our regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If the County establishes a goal on a project basis, the County will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.45(f) - Prior Operating Administration Concurrent

The County understands that we are not required to obtain prior operating administration concurrence with our overall goal. However, if the operating administration's review suggests that our overall goal has not been correctly calculated or that our method for calculating goals is inadequate, the operating administration may, after consulting with us, adjust our overall goal or require that we do so. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department of Transportation in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this Program.

Section 26.47 Failure to meet overall goals.

The County will maintain an approved DBE Program and overall DBE goal, if applicable, as well as administer our DBE Program in good faith to be considered to be in compliance with Part 26.

If the County awards and commitments shown on our Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the County will do the following in order to be regarded by the Department of Transportation as implementing your DBE Program in good faith:

1. Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;
2. Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully your goal for the new fiscal year;
3. The County will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

The County will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39 of Part 26.

2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

3. Providing technical assistance and other services;

4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate); and

5. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

Section 26.51(d-g) Contract Goals

The County will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under § 26.39.

If our approved projection under paragraph (c) of this section estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our program without setting contract goals during that year, unless it becomes necessary in order meet our overall goal.

(Example to paragraph (f) (1): Your overall goal for Year 1 is 12 percent. You estimate that you can obtain 12 percent or more DBE participation through the use of race-neutral measures, without any use of contract goals. In this case, you do not set any contract goals for the contracts that will be performed in Year 1. However, if part way through Year 1, your DBE awards or commitments are not at a level that would permit you to achieve your overall goal for Year 1, you could begin setting race-conscious DBE contract goals during the remainder of the year as part of your obligation to implement your program in good faith).

The County will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

The County will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. See Attachment 6 for forms related to this section.

The County treats bidders'/ offerors' compliance with good faith effort requirements as a matter of responsiveness. A responsive proposal is meeting all the requirements of the advertisement and solicitation.

The Department of Public Works Contract Administrator ("Contract Administrator") is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

The County will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before the County commits to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

In our solicitations for DOT/FAA-assisted contracts for which a contract goal has been established, we will require the following:

1. All bidders or offerors will be required to submit the following information to the Agency, at the time provided in paragraph (b)(3) of this section:

   (a) The names and addresses of DBE firms that will participate in the contract;

(b) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
(c) The dollar amount of the participation of each DBE firm participating;
(d) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
(e) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
(f) If the contract goal is not met, evidence of good faith efforts (see Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and

2. The County will require that the bidder/offeror present the information required by paragraph (b)(2) of this section; under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures.

Administrative Reconsideration (26.53(d))

Within 10 business days of being informed by County that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: DBE Administrative Reconsideration
(925) 313-2000
Admin@pw.cccounty.us

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The County will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to FAA, FHWA, Caltrans, or the Department of Transportation.

Good Faith Efforts when a DBE is Replaced on a Contract (26.53(f)(g))

The County will require the contractor that is awarded the contract to make available a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with Part 26's provisions.

In this situation, the prime contractor will be required to obtain the Director's, or designee's, prior written approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

The County will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The prime contractor is required to notify the Contract Administrator immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. The County will require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) without the Director's, or designee's, prior written consent.

The Director will provide such written consent only if the Director agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. The County has determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to Director written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that the County determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the

prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to the Director its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Director, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Department and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Director should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (*e.g.,* safety), the Director, or designee, may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The County will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that the County established for the procurement. The good faith efforts shall be documented by the contractor. If we request documentation from the contractor under this provision, the contractor shall submit the documentation to us within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

The County will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that the County deems appropriate if the prime contractor fails to comply with the requirements of this section.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

The County will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. The County will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

If the firm is not currently certified as a DBE in accordance with the standards of subpart D of Part 26 at the time of the execution of the contract, the County will not count the firm's participation toward any DBE goals, except as provided for in 26.87(j).

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

Only certified DBE firms as shown on the Unified Certification Program DBE Directory (available from the Caltrans Disadvantaged Business Enterprise Program's website at www.dot.ca.gov/hq/bep) will participate as DBEs in this DBE Program. See Attachment 8 and 9 for DBE Certification Application Form and related links.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation and Intimidation or Retaliation

The County will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any provision of Federal or state law, the County will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, the County will transmit this information to DOT in any certification appeal proceeding under § 26.89 of Part 26 or to any other state to which the individual's firm has applied for certification under § 26.85 of Part 26.

All participants in the Department of Transportation's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The County, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by Part 26 or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under Part 26. If the County violates this prohibition, the County is in noncompliance with Part 26.

The Disadvantaged Business Enterprise Program for County Airports is approved by:

CONTRA COSTA COUNTY APPROVALS

FORM APPROVED BY COUNTY COUNSEL

By: _____

APPROVED BY COUNTY ADMINISTRATOR

By: _____ Date: _____
Designee

The Disadvantaged Business Enterprise Program for County Airports is accepted by:

FEDERAL AVIATION ADMINISTRATION

By: _____ Date: _____

By: _____ Date: _____

ATTACHMENTS

Attachment 1 Regulations: 49 CFR Part 26 or website link

Attachment 2 Organizational Chart

Attachment 3 Bidder's List Collection Form

Attachment 4 DBE Directory or link to DBE Directory

Attachment 5 Overall Goal Calculations

Attachment 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2

Attachment 7 DBE Monitoring and Enforcement Mechanisms

Attachment 8 DBE Certification Application Form

Attachment 9 State's UCP Agreement

Attachment 10 Small Business Element Program

ATTACHMENT 1

Regulations: 49 CFR Part 26, or link to website

1. U.S. Government Publishing Office:
   http://www.ecfr.gov/cgi-bin/text-idx?SID=4ffe314da0f3bc8b18fc4cbf2e0990bf&mc=true&node=pt49.1.26&rgn=div5

2. U.S. Department of Transportation Website:
   http://www.dot.gov/osdbu/disadvantaged-business-enterprise.

3. U.S. Department of Transportation "49 CFR Part 26 Sample Disadvantaged Business Enterprise Program":
   http://www.dot.gov/osdbu/disadvantaged-business-enterprise/49-cfr-part-26-sample-disadvantaged-business

4. FAA "Program Guidance for DBE Administrators":
   https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/dbe_program_adm/

United States
Department of Transportation

Disadvantaged Business Enterprise (DBE) Program

Overview

The U.S. Department of Transportation's DBE (disadvantaged business enterprise) program provides a vehicle for increasing the participation by MBEs in state and local procurement. DOT DBE regulations require state and local transportation agencies that receive DOT financial assistance, to establish goals for the participation of DBEs. Each DOT-assisted State and local transportation agency is required to establish annual DBE goals, and review the scopes of anticipated large prime contracts throughout the year and establish contract-specific DBE subcontracting goals.

In addition to establishing goals, state and local recipients also certify the eligibility of DBE firms to participate in DOT-assisted projects. Some groups are presumed to be socially and economically disadvantaged for the purposes of participation in this program. In 1987 Congress added women to the groups presumed to be disadvantaged. The main objectives of the DBE Program are:

- To ensure that small disadvantaged business enterprises (DBE) can compete fairly for federally funded transportation-related projects.
- To ensure that only eligible firms participate as DBEs.
- To assist DBE firms in competing outside the DBE Program.

There has been, since 1983, a statutory provision requiring DOT to ensure that at least 10% of the funds authorized for the highway and transit financial assistance programs be expended with DBEs. DOT has established a single DBE goal, encompassing both firms owned by women and minority group members.

To be certified as a DBE, a firm must be a small business owned and controlled by socially and economically disadvantaged individuals. Certifiers make the determinations based upon on-site visits, personal interviews, reviews of licenses, stock ownership, equipment, bonding capacity, work completed, resume of principal owners and financial capacity.

All offices within the Office of the Secretary (OST) and Operating Administrations (OA) involved in program operation and oversight share important responsibilities in ensuring nondiscrimination in the award and administration of DOT's federally assisted contracts. These responsibilities require systematic coordination to ensure: (1) the DBE program is administered properly, (2) all regulatory provisions are appropriately implemented by DOT recipients, and (3) information about the program and its operation is communicated by the Department in a consistent, unified way to all parties and stakeholders.

These offices include elements from the Office of the Secretary-the Departmental Office of Civil Rights (DOCR), the Office of the General Counsel (OGC), and the Office of Small Disadvantaged Business Utilization (OSDBU) - as well as from the three OAs distributing financial assistance to

DOT recipients - the Federal Aviation Administration (FAA), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA). The DOCR will act as the lead office in OST for the DBE program. In this capacity, the DOCR will coordinate the Department's oversight of the DBE program.

Most Popular Services

- State DOT and DBE Program websites
- DBE Certification Forms
- Official Q&As on DBE Program Regulations 49 CFR 26
- Official Q&As on DBE Program Regulations 49 CFR 23
- DBE Program Points of Contact
- DBE Appeal Decisions

Additional References

- DBE Program Reauthorization Provision
- Guidance For DBE Program Administrators
- Background on the DBE Program
- DBE Program Archives
- Reporting DBE Program Fraud

Updated: Thursday, April 23, 2015

Related Links

- 2014 DBE Program Final Rule
- DBE Program Points of Contact
- Official Q&As on DBE Program Regulations 49 CFR 23
- Official Q&As on DBE Program Regulations 49 CFR 26
- DBE Certification Forms
- DBE Appeal Decisions

Related Documents

- Disadvantaged Business Enterprise (DBE) Program Unified Certification Program

Contact Us

Office of Small and Disadvantaged Business Utilization
U.S. Department of Transportation

1200 New Jersey Ave. SE
W56-485
Washington, DC 20590
United States

Phone: 202-366-1930
Alt: 800-532-1169
Fax: 202-366-7228

Business Hours:
8:00am-5:00pm ET, M-F

Share

United States
Department of Transportation

49 CFR Part 26 Sample Disadvantaged Business Enterprise Program

Overview

The Department of Transportation (DOT) has prepared this sample program to help recipients comply with 49 CFR Part 26, the DOT DBE rule. We published Part 26 in the Federal Register on February 2,1999, and it became effective March 4 (64 F.R. 5096). It made extensive revisions to DOT's DBE program, formally administered under 49 CFR Part 23.

This sample program supersedes guidance issued by the operation administrations under former part 23. It does not address the separate DBE program for airport concessionaires, which continues to be administered in accordance with 49 CFR Part 23.

We are providing this sample DBE program for informational purposes, and recipients are not required to use it or its format. However, recipients may wish to use it as a guide in preparing their program documents. Recipients may customize the sample program to fit their circumstances. The three DOT operating administrations with DBE program responsibilities - the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA) - may provide additional guidance for program matters that are specific to their programs. This sample program should, however, lead to greater consistency among recipients' submissions.

At a number of points, the sample program refers to provisions of part 26. Recipients may quote referenced portions of the rule in their program if they wish, but they are not required to do so. The sample program also provides language for some documents that are part of the program (e.g. policy statements, contract clauses). Except where otherwise noted, recipients are not required to use this language, and may use their own language as long as it meets regulatory requirements.

In the sample program, we have put instructions and notes in italics. Recipients would not put this italicized material into their program documents.

You may obtain an electronic version of this document, the DBE regulation themselves and other DOT guidance here.

The General Counsel of the Department of Transportation has reviewed this document and approved it as consistent with the language and intent of 49 CFR part 26.

Office of Civil Rights

About ACR

EEO Complaints of Discrimination Program

EEO Affirmative Programs

Airport Disadvantaged Business Enterprise Program

General DBE Program

Program Guidance for DBE Program Administrators

DBE and ACDBE Program Training Conferences

How to Become Certified as a DBE

Where to Find Airport DBE Business Opportunities

How to Contact FAA DBE Staff

Mandatory DBE/ACDBE Certification Training Program

Outreach Program

Airport Civil Rights Programs

EEO Policies, Laws & Regulations

Feedback Box

Training

FAA Home Offices Office of Civil Rights Airport Disadvantaged Business Enterprise Program Program Guidance for DBE Program Administrators

Print Share

Program Guidance for DBE Program Administrators

Three operating administrations within the U.S. Department of Transporation (DOT) have a Disadvantaged Business Enterprise (DBE) program. These are the Federal Aviation Administration (FAA), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA). As such, the Office of Small and Disadvantaged Business Utilization (OSDBU) within DOT maintains the Department's main DBE web site, which includes Guidance for DBE Program Administrators.

Additional guidance from FAA

- Part 26 Final Rule – Effective 8/9/12 (PDF)
- Sample ACDBE Plan (MS Word)
- Sample DBE Program (MS Word)
- Reporting DBE Participation
  - FAA dbE-Connect Reporting System
- Airport Concession Disadvantaged Business Enterprise
  - Joint Venture Guidance (MS Word)
  - Principles for Evaluating Long-term, Exclusive Agreements in the ACDBE Program (PDF)

Page last modified: December 01, 2014 12:19:30 PM EST

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Supplemental Type Certificates

Accidents & Incidents
Accident & Incident Data
Preliminary Accident & Incident Data

U.S. Department of Transportation
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591
1-866-TELL-FAA (1-866-835-5322)

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Frequently Asked Questions
All Questions

Contact Us
Contact FAA
Office of Inspector General (OIG) Hotline
Freedom of Information Act (FOIA)

ATTACHMENT 2

Organizational Chart

Contra Costa County

Public Works Department Management

Julie Bueren
Public Works Director
(925) 313-2201

(DBE Liaison)

Michele Wara
Executive Secretary
(925) 313-2202

Brian Balbas
Deputy Director
(925) 313-2284

Joe Yee
Deputy Director
(925) 313-2104

Steve Kowalewski
Deputy Director
(925) 313-2225

Steve Silveira
Deputy Director
(925) 313-2114

Linda Zimmerman
Secretary
(925) 313-2204

CAPITAL PROJECTS-FACILITIES
Ramesh Kansaria
Interim Division Manager
(925) 313-2144

- **David Vasnaik** — Sr. Capital Facilities Project Manager (925) 313-
- **Will Wahbeh** — Sr. Capital Facilities Project Manager (925) 313-
- **Vacant** — Assoc. Capital Facilities Project Manager (925) 313-
- **Bill Perry** — Assoc. Capital Facilities Proj. Mgr. (925) 313-2105
- **Steve Jordan-Temp** — Project Manager (925) 313-2140
- **Vacant** — Assoc. Capital Facilities Project Manager (925) 313-
- **Jess Adame - Temp** — Project Manager (925) 313-2156
- **Les Richardson** — Sr. Capital Facilities Project Manager (925) 313-2136

ENGINEERING SERVICES
Warren Lai
Division Manager
(925) 313-2160

- **Jim Stein** — County Surveyor (925) 313-2343
- **Janine Hampton** — Senior Land Surveyor (925) 313-2189
- **Kelley Timbrell** — Eng Tech Sup-Land Surveyor (925) 313-2355
- **Vacant** — Senior Civil Engr. (925) 313-
- **Jocelyn Larocque** — Assoc. Civil Engr. (925) 313-2315
- **Jason Chen** — Assoc. Civil Engr. (925) 313-2299
- **Susan Cohen** — Special Districts Program/Projects Coordinator (925) 313-2160

FACILITIES SERVICES
Roland Hindsman
Division Manager
(925) 313-7067

- **Kevin Lachapelle** — Assisantt Facilities Services Manager (925) 313-7082
- **Jerry Casey** — Facilities Services Supervisor (925) 313-7064
- **Doug Parker** — Facilities Services Supervisor (925) 335-3662

REAL ESTATE
Karen Laws
Division Manager
(925) 313-2208

- **Carmen Pina-Sandoval** — Interim Sup. Real Prop. Agent (925) 313-2012
- **David Silva** — Interim Sup. Real Prop. Agent (925) 313-2132
- **Lucy Owens-Temp** — Sup. Real Prop. Agent (925) 313-2229

AIRPORTS
Keith Freitas
Director of Airports
(925) 646-5722

- **Beth Lee** — Assistant Director of Airports (925) 646-5722
- **Vacant** — Airport Operations Mgr. (925) 646-5722

FLEET SVCS
Carlos Velasquez
Division Manager
(925) 313-7072

- **Forrest Heiderick** — Fleet Equipment Specialist (925) 313-7076

MATERIALS MGMT
Stan Burton
Division Manager
(925) 313-7078

- **Vacant** — Lead Resource Center Attendant (925) 646-4322
- **Johnson Adu-Poku** — Lead Materials Technician (925) 646-4322

MAINTENANCE
Allison Knapp
Division Manager
(925) 313-7008

- **Mike Giles** — PW Field Op. Mgr. (925) 313-7041
- **Vacant** — Assist Field Operations Mgr. (925) 313-
- **Tony Medina** — Assist Field Operations Mgr. (925) 313-7046
- **Chris Lau** — Senior Civil Engr. (925) 313-7002
- **Henry Finch** — Assoc. Civil Engr. (925) 313-7004
- **Michelle Cordis** — Assoc. Civil Engr. (925) 313-7007
- **Margie Valdez** — Sup. Eng Tech. (925) 313-7012

DESIGN/ CONSTRUCTION
Kevin Emigh
Division Manager
(925) 313-2233

- **Vacant** — Senior Civil Engr. Special Projects (925) 313-
- **Slava Gospodchikov** — Senior Civil Engr. (925) 313-2316
- **Neil Leary** — Senior Civil Engr. (925) 313-2278
- **Vacant** — Senior Civil Engr. (925) 313-
- **Adelina Huerta** — Assoc. Civil Engr. (925) 313-2305
- **Jenna Caldwell** — Assoc. Civil Engr. (925) 313-2020
- **Dante Morabe** — Sup. Engr. Tech. (925) 313-2006

FLOOD CONTROL
Mike Carlson
Division Manager
(925) 313-2321

- **Paul Detjens** — Senior Civil Engr. (925) 313-2394
- **Carl Roner** — Assoc. Civil Engr. (925) 313-2213
- **Tim Jensen** — Senior Civil Engr. (925) 313-2396
- **Teri Rie** — Assoc. Civil Engr. (925) 313-2363
- **Mark Boucher** — Senior Hydrologist (925) 313-2274
- **Tom Dalziel** — Stormwater Pollution Control Manager (925) 313-2392
- **Vacant** — Sr. Watershed Mgmt. Plan Special (925) 313-
- **Cece Sellgren** — Environ. Planner III (925) 313-2296

ENVIRONMENTAL
Leigh Chavez
Division Manager
(925) 313-2366

TRANS. ENG.
Jerry Fahy
Division Manager
(925) 313-2276

- **Nancy Wein** — Senior Civil Engr. (925) 313-2275
- **Mary Halle** — Assoc. Civil Engr. (925) 313-2327
- **Angela Villar** — Assoc. Civil Engr. (925) 313-2016
- **Monish Sen** — Senior Civil Engr. Traffic (925) 313-2187
- **Vacant** — Eng Tech Supervisor Traffic (925) 313-
- **Vacant** — Senior Civil Engr. Project Development (925) 313-

ADMINISTRATION
Kelli Zenn
Administrative Services Officer
(925) 313-2108

- **Kristen Hardeman** — Secretary (925) 313-2340
- **Laurie Rosa** — Admin. Svcs. Asst. III (925) 313-2186
- **Barbara Smaker** — Admin. Svcs. Asst. III (925) 313-2357
- **Christine Salam** — Admin. Svcs. Asst. II (925) 313-2196
- **Brent Ashbaugh** — Admin. Svcs. Asst. II (925) 313-2107

INFORMATION TECHNOLOGY

- **Barry Schamach** — Information Systems Project Manager (925) 313-2185
- **Mark Wharton** — Network Admin II (925) 313-2243

CUSTODIAL
Derrick West
Division Manager
(925) 313-7090

PRINT & MAIL
Dale Morseman
Division Manager
(925) 646-5520

- **Greg Chapman** — Print & Mail Services Sup. (925) 646-5516
- **Marie Estrada** — Office Manager (925) 646-5521

CUSTOMER SERVICE COORDINATOR
Carrie Ricci
(925) 313-2235

- **Michelle Parella** — Admin Svcs Asst II (925) 313-2249
- **Cathy Lueders** — Office Manager (925) 313-2280

FINANCE
Wanda Quevei
Chief of Administrative Services
(925) 313-2372

- **Beth Balita** — Supervising Accountant (925) 313-2121
- **Liza Mangabay** — Supervising Accountant (925) 313-2232
- **Diana Oyler** — Supervising Accountant (925) 313-2122

PURCHASING
David Gould
Purchasing Manager
(925) 313-2151

DBELO
Julia R. Bueren
Public Works Director
255 Glacier Drive
Martinez, CA 94553
PH (925) 313-2000
EMAIL: JULIE.BUEREN@PW.CCCOUNTY.US

O:\GrpData\Clerical\Visio\Dept Mgmt 6-25-15

ATTACHMENT 3

Bidder's List Collection Form

Contra Costa County
Public Works
Department

Julia R. Bueren, Director
Deputy Directors
Brian M. Balbas
Stephen Kowalewski
Stephen Silveira
Joe Yee

DESIGN/CONSTRUCTION DIVISION

BIDDERS LIST APPLICATION

Firms who wish to be added to our bidders list for road, flood control, and airport construction contracting opportunities should return the completed form to the address above, Attention: Design/Construction Division. Fax or Email is acceptable. Firms interested in building construction should contact Capital Projects Division, (925) 313-2000.

Firm Name: _____ Contact Person: _____

Address: _____

Phone No.: (_____) _____ Fax No.: (___) _____ **E-mail Address**: _____
(Required to receive bid notices)

Business Type: ☐Contractor ☐Subcontractor ☐Materials Supplier/Manuf. ☐Trucker ☐Building Exchange

In what year did your business start under its current name? (Required for DBE's under 49 CFR Part 26) Year _____

Gross Annual Receipts: What was your firm's average gross annual receipts for the last three years?
(DBEs are required to provide this information under 49 CFR Part 26)

☐Less than $1 Million ☐Less than $10 Million ☐More than $16.6 Million
☐Less than $5 Million ☐Less than $16.6 Million

California Contracting License(s) Held:

CLASSIFICATION	LICENSE NO.
_____	_____
_____	_____

Type of Firm (Please check all that apply):

- ☐ MB Minority Owned Business (MBE) --Certifying Agency: _____
- ☐ WB Women Owned Business (WBE) --Certifying Agency: _____
- ☐ SB Small Business Enterprise (SBE) --(As defined by State of California)—Certifying Agency: _____
- ☐ DBE Disadvantaged Business Enterprise (DBE) – CUCP Certification No.: _____
  (Must be certified by a California Unified Certification Program participating agency)
- ☐ LB Local Business Enterprise (LBE) – i.e. headquartered in Contra Costa County
- ☐ DVB Disabled Veteran Business Enterprise (DVBE)--Certifying Agency: _____

Type of Work Interested in (Please check all that apply):

- ☐ RC Roadway Construction/Reconstruction/Overlay/Paving/Grading (AC&PCC)
- ☐ ST Reinforced Concrete Structures (Bridges, Retaining Walls, etc...)
- ☐ SR Storm Damage Repair (Landslide, Erosion and Embankment Repairs, etc...)
- ☐ RS Road Surface Treatments (Slurry Seals, Microsurfacing, Pavement Rejuvenating Agent, etc...)
- ☐ TS Traffic Signal Construction/Modification
- ☐ FI Frontage Improvements (Sidewalks, Curb Ramps, Bike Paths, etc...)
- ☐ LS Landscaping and Irrigation
- ☐ SD Storm Drain (Pipelines, Culverts, Drainage Structures, etc...)
- ☐ AI Airport Improvements (Runway and Taxiway Construction/Rehabilitation)
- ☐ OO Other (Please Specify): _____

Department Use Only
Date Received: _____
ID # _____

ATTACHMENT 4

California (Caltrans) DBE Directory

Section 26.31 Directory

The Contra Costa County Public Works Department will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's website at www.dot.ca.gov/hq/bep .

ATTACHMENT 5

Section 26.45: Overall DBE Three-Year Goal Methodology

Name of Recipient: Contra Costa County Public Works Department (Department) – owner of Buchanan Field Airport and Byron Airport

Goal Period: FY-2016-2017-2018 – October 1, 2015 through September 30, 2018

DOT-assisted contract amount:

FY-2016	$ 0
FY-2017	$1,887,650
FY-2018	$5,800,625
Total	**$7,688,275**

Overall Three-Year Goal: *11.70%, to be accomplished through* 0% RC and 100% RN

Total dollar amount to be expended on DBE's: $899,528 = (11.70% x DOT-assisted amount $7,688,275)

Describe the Number and Type of Contracts that the airport anticipates awarding:

Contracts Fiscal Year #1

1. None
2. None

Contracts Fiscal Year #2

1. Buchanan ALP Update -	$ 76,000
2. Buchanan Pavement -	$ 1,469,650
3. Buchanan Runway 14/32 Design	$ 342,000

Contracts Fiscal Year #3

1. Buchanan Runway 14/32 Construction	$ 3,200,000
2. Buchanan Fencing Design & Construction	$ 1,472,500
3. Byron Fencing Design & Construction	$ 1,128,125

Market Area: Caltrans District 4 (9 surrounding counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma counties).

Step 1. 26.45(c) Actual relative availability of DBE's

Determine the base figure for the relative availability of DBEs. The base figure for the relative availability was calculated as follows:

Method: Use DBE Directories http://www.dot.gov/osdbu/disadvantaged-business-enterprise/state-dot-and-dbe-program-websites; and

Census Bureau Data http://www.census.gov/econ/cbp/index.html

[***For each Contract and each fiscal year,*** *please provide the following information*]

NAICS	Type of Work	Total DBE's (Directory)	Total All Firms (Census)	DBE %
541330	Engineering Services	112	2203	5.08%
541611	Management Consulting	119	2269	5.24%
238990	Other Specialty (Fencing)	58	519	11.18%
541620	Environmental	47	357	13.17%
237310	Construction – Hwy/St/Bridge	44	165	26.67%
238210	Construction – Electrical	36	1570	2.29%
Total				

Divide the total number of DBE's by the total number of All Firms = base figure for each contract.

The data source or demonstrable evidence used to derive the numerator was: Caltrans District 4 (9 counties), California UCP dated April 2015 for each NAICS Category.

The data source or demonstrable evidence used to derive the denominator was: Caltrans District 4 (9 Counties) Censtats Database 2013 for each NAICS Category.

Step 2. 26.45(d): Adjustments to Step 1 base figure.

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what adjustment (if any) was needed to the base figure in order to arrive at the overall goal. No adjustment was made.

An examination of the anticipated contracts for each fiscal year, the availability of the DBE firms by trade classification and the volume of work performed by DBE firms over previous years.

Fiscal Year #1
For FY-2016, we anticipate the award of the following:

A	B	C	D	E	F	G	H	I
Project Name	*Trade Description*	*NAICS Description*	*NAICS*	*Trade ($)*	*Census*	*Directory*	*DBE (%) (= G/F)*	*DBE ($) (= E x H)*
Total Project								
Total Project								
Total FY-2016				$0	0	0	0%	$0

Fiscal Year #2
For FY-2017, we anticipate the award of the following:

A	B	C	D	E	F	G	H	I
Project Name	Trade Description	NAICS Description	NAICS	Trade ($)	Census	Directory	DBE (%) (= G/F)	DBE ($) (= E x H)
Buchanan ALP Update	Consulting	Engineering	541330	76,000$	2203	112	5.08%	$3,861
Total Project				**76,000$**	**2203**	**112**	**5.08%**	**$3,861**
Buchanan Pavement	Consulting	Management	541611	293,930	2269	119	5.24%	$15,402
	Construction	Highway/Street/Bridge	237310	1,175,720	165	44	26.67%	$313,565
Total Project				**$1,469,650**	**2434**	**163**	**22.38%**	**$328,967**
Buchanan Runway 14/32 Design								
	Consulting	Engineering	541330	342,000	2203	112	5.08	$17,374
Total Project				**$342,000**			**%**	**$17,374**
Total FY-2017				**$1,887,650**			**18.55%**	**$350,202**

Fiscal Year #3
For FY-2018, we anticipate the award of the following:

A	B	C	D	E	F	G	H	I
Project Name	Trade Description	NAICS Description	NAICS	Trade ($)	Census	Directory	DBE (%) (= G/F)	DBE ($) (= E x H)
Buchanan Runway 14/32 Construction	Construction	Highway/Street/Bridge	237310	$2,560,000	165	45	26.67%	$682,752
	Consulting	Management	541611	640,000	2269	119	5.24%	$33,536
Total Project				**$3,200,000**	**2725**	**204**	**22.38%**	**$716,288**
Buchanan Fencing Design & Construct	Other Specialty	Fencing	238990	$1,030,750	519	58	11.18%	$115,238
	Consulting	Management	541611	294,500	2269	119	5.24%	$15,432
	Consulting	Engineering	541330	147,250	2203	112	5.08	$7480
Total Project				**$1,472,500**			**9.38%**	**$138,150**
Byron Fencing Design & Construct	Other Specialty	Fencing	238990	$789,688	519	58	11.18%	$88,287
	Consulting	Management	541611	225,625	2269	119	5.24%	$11,823
	Consulting	Engineering	541330	112,813	2203	112	5.08	$5,731
Total Project				**$1,128,125**			**9.38%**	**$105,841**
Total FY-2018				**$5,800,625**			**16.55%**	**$960,279**

Our proposed overall three year goal will be reflected as ***Option 1- an average of the three years.***

- ***Year 1 Goal = 0%***
- ***Year 2 Goal = 18.55%***
- ***Year 3 Goal = 16.55%***

- ***Average of the three years 0+18.55+16.55/3 = 11.70%***

There is no historical DBE data to reference to make an adjustment to the Step 1 base figure; therefore, the Department is adopting its Step 1 base figure as its overall goal for this three-year goal period.

Further, the California State Department of Transportation (Caltrans) had a statewide disparity study prepared by BBC Research and Consulting in 2012. This detailed (825 page) report researched and analyzed DBE involvement in the transportation contracting industry in California, and related contracts awarded by Caltrans or with funds administered by Caltrans. The types of businesses studied in this report are the same types of businesses that the

Department would utilize to design and construct federally funded airport construction projects. This report calculated a statewide DBE goal of 12.5%. The difference between this reports goal and our base figure is easily explained by the fact that their numbers included non-certified DBEs. Our analysis only utilizes certified DBEs as mandated by Caltrans. Taking this into account, our lower base figure using only certified firms is reasonable and no adjustments are necessary.

Breakout of Estimated "Race and Gender Neutral" (RN) and "Race and Gender Conscious" (RC) Participation.
26.51(b) (1-9)

The recipient will meet the maximum feasible portion of its overall goal by using RN means of facilitating DBE participation.

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Providing technical assistance and other services;
3. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
4. Providing services to help DBE's and other small businesses improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
5. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
6. Assist DBE's and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The Public Works Department estimates that in meeting its overall goal 11.70%, it will obtain 100% from RN participation and 0% through RC measures.

The Public Works Department – Airports Division does not have a history of DBE participation or over-achievement of goals to reference and expects to obtain its DBE participation through the use of DBE contract goals or a conscious effort to obtain DBE participation. Therefore, we are applying the entire goal of 11.70% to race-conscious participation.

The Public Works Department will adjust the estimated breakout of RN and RC DBE participation as needed to reflect actual DBE participation (see Section 26.51(f)) and track and report RN and RC participation separately. For reporting purposes, RN DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract obtained through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime contract exceeding a contract goal and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

PUBLIC PARTICIPATION

Consultation: Section 26.45(g)(1).

In establishing the overall goal, the Public Works Department will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Public Works Department's efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the Public Works Department's goal setting process, and it will occur before we are required to submit our goal methodology to the operating administration for review pursuant to paragraph (f) of this section. We will document in our goal submission the consultation process that we engaged in. Notwithstanding paragraph (f)(4) of this section, we will not implement our proposed goal until we have complied with this requirement.

The Public Works Department submits its overall DBE three-year goal to DOT on August 1 as required by the set schedule.

Before establishing the overall goal, the Public Works Department will consult with Contra Costa County Administrators Office, Contra Costa County Public Works Department – Construction and Transportation Divisions, and, without limiting consultation to these persons or groups, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Public Works Department efforts to establish a level playing field for the participation of DBEs.

Following the consultation, we will publish a notice in the Contra Costa Times and the Small Business Exchange of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the Public Works Department for 30 days following the date of the notice, and informing the public that the Public Works Department and DOT will accept comments on the goals for 30 days from the date of the notice.

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses, if any.

No comments have been received.

PUBLIC NOTICE

The County of Contra Costa hereby announces its fiscal years 2016 through 2018 goal of 11.70% for Disadvantaged Business Enterprise (DBE) airport construction Contracts. The proposed goals and rationale is available for inspection between 8:00 a.m. and 5:00 p.m., Monday through Thursday at the Contra Costa County Public Works Department, 255 Glacier Drive, Martinez, CA 94553 for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following:

DBELO
Julia R. Bueren
255 Glacier Drive
Martinez, CA 94553
admin@pw.cccounty.us

OR

Federal Aviation Administration
Office of Civil Rights Staff – APW-9
Patricia A. Wright
P.O. Box 92007
Los Angeles, CA 90009-2007

Contract Goals

The Contra Costa County Public Works Department will use contract goals to meet any portion of the overall goal that the recipient does not project being able to meet using RN means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the recipient's overall goal that is not projected to be met through the use of RN means.

The Contra Costa County Public Works Department will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. It need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work and availability of DBE's to perform the particular type of work).

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

ATTACHMENT 6

Demonstration of Good Faith Efforts

1. For Construction Contracts:
   Caltrans Exhibit 15-G and 17-F are provided with the Bidders DBE Good Faith Effort Booklet as part of the solicitation documentation.

2. For Consulting Contracts:
   Caltrans Exhibit 10-O1 and 10-O2 are provided with the Consultants DBE Good Faith Effort Booklet as part of the solicitation documentation.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

25. Local Agency Representative's Signature _____ 26. Date _____

27. Local Agency Representative's Name _____ 28. Phone _____

29. Local Agency Representative's Title _____

15. TOTAL CLAIMED DBE PARTICIPATION $ _____ % _____

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature _____ 17. Date _____

18. Preparer's Name _____ 19. Phone _____

20. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column, %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date

5. Contractor/Consultant	6. Business Address	7. Final Contract Amount

8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
			16. TOTAL				

15. ORIGINAL DBE COMMITMENT AMOUNT $ _____

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. Company Name and Business Address - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. Contract Payments - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. Date Work Completed - Enter the date the subcontractor/subconsultant's item work was completed.
14. Date of Final Payment - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. Original DBE Commitment Amount - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. Total - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
19. Phone - Enter the area code and telephone number of the person signing the form.
20. Date - Enter the date the form is signed by the contractor's preparer.
21. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
23. Phone - Enter the area code and telephone number of the person signing the form.
24. Date - Enter the date the form is signed by the Local Agency Representative.

Contra Costa County

Public Works Department

Bidder's
Disadvantaged Business Enterprise (DBE)
Good Faith Efforts
Booklet

For use in bidding federally funded County projects subject to the Disadvantaged Business Enterprise (DBE) Program.

For questions about this booklet or any components of the DBE Good Faith Effort, please contact the County's Design/Construction Division Affirmative Action Liaison at (925) 313-2000.

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

Local Agency to Complete this Section		
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____	11. TOTAL CLAIMED DBE PARTICIPATION	%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
22. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
23. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
24. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____

8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section		
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	**14. TOTAL CLAIMED DBE PARTICIPATION**	$ %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

Contra Costa County

Public Works Department

Consultant's
Disadvantaged Business Enterprise (DBE)
Good Faith Efforts
Booklet

For use in submitting Statement of Qualifications (SOQs) or Proposals on federally funded County projects subject to the County's Disadvantaged Business Enterprise (DBE) Program.

For questions about this booklet, or any components of the DBE Good Faith Effort, please contact Adelina Huerta, Contra Costa County Public Works, Design Construction Division at (925)313-2305.

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The Public Works Department has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to California Civil Code Section 3300-3322.
3. The Public Works Department will assign a Resident Engineer (RE) or Contract Administrator to monitor and track actual DBE participation through contractor and subcontractor reports of payments in accordance with the following:

A. After Contract Award

After the contract award the Public Works Department will review the award documents for the portion of items each DBE and first tier subcontractor will be performing and the dollar value of that work. With these documents the RE/Contract Administrator will be able to determine the work to be performed by the DBEs or subcontractors listed.

B. Preconstruction Conference

A preconstruction conference will be scheduled between the RE/Contract Administrator and the contractor or their representative to discuss the work each DBE subcontractor will perform.

Before work can begin on a subcontract, the local agency will require the contractor to submit a completed "Subcontracting Request," Exhibit 16-B of the Caltrans Local Assistance Program Manual (LAPM) or equivalent. When the RE/Contract Administrator receives the completed form it will be checked for agreement of the first tier subcontractors and DBEs. The RE/ Contract Administrator will not approve the request when it identifies someone other than the DBE or first tier subcontractor listed in the previously completed "List of Subcontractors and DBEs" form in the Proposal and the "Local Agency-Bidder DBE Information (Construction Contracts)," Exhibit 15-G of the LAPM or equivalent. The "Subcontracting Request" will not be approved until any discrepancies are resolved. If an issue cannot be resolved at that time, or there is some other concern, the RE/Contract Administrator will require the contractor to eliminate the subcontractor in question before signing the subcontracting request. A change in the DBE or first tier subcontractor may be addressed during a substitution process at a later date.

Suppliers, vendors, or manufacturers listed on the "Local Agency-Bidder DBE Information (Construction Contracts)," Exhibit 15-G of the LAPM or equivalent will be compared by the RE/ Contract Administrator to those listed in the completed "Notice of Materials to be Used", Exhibit 16-I of the LAPM or equivalent. Differences must be resolved by either making corrections or requesting a substitution.

Substitutions will be subject to the Subletting and Subcontracting Fair Practices Act (FPA). Local agencies will require contractors to adhere to the provisions within Subletting and Subcontracting Fair Practices Act (State Law) Sections 4100-4144. FPA requires the contractor to list all subcontractors in excess of one half of one percent (0.5%) of the contractor's total bid or $10,000, whichever is greater. The statute is designed to prevent bid shopping by contractors. The FPA explains that a contractor may not substitute a subcontractor listed in the original bid except with the approval of the awarding authority.

The RE/Contract Administrator will give the contractor a blank Exhibit 17-F of the LAPM, "Final Report Utilization of Disadvantaged Business Enterprises, First Tier Subcontractors" and will explain to them that the document will be required at the end of the project, for which payment can be withheld, in conformance with the contract.

C. Construction Contract Monitoring

The RE will ensure that the RE's staff (inspectors) knows what items of work each DBE is responsible for performing. Inspectors will notify the RE immediately of apparent violations.

When a firm other than the listed DBE subcontractor is found performing the work, the RE will notify the contractor of the apparent discrepancy and potential loss of payment. Based on the contractor's response, the RE will take appropriate action: The DBE Liaison Officer will perform a preliminary investigation to identify any potential issues related to the DBE subcontractor performing a commercially useful function. Any substantive issues will be forwarded to the Caltrans Disadvantaged Business Enterprise Program. If the contractor fails to adequately explain why there is a discrepancy, payment for the work will be withheld and a letter will be sent to the contractor referencing the applicable specification violation and the required withholding of payment.

If the contract requires the submittal of a monthly truck document, the contractor will be required to submit "Monthly DBE Trucking Verification," Exhibit 16-Z of the LAPM, or equivalent, to the RE showing the owner's name; California Highway Patrol CA number; and the DBE certification number of the owner of the truck for each truck used during that month for which DBE participation will be claimed. The trucks will be listed by California Highway Patrol CA number in the daily diary or on a separate piece of paper for documentation. The numbers are checked by inspectors regularly to confirm compliance.

Providing evidence of DBE payment is the responsibility of the contractor.

D. Substitution

When a DBE substitution is requested, the RE/Contract Administrator will request a letter from the contractor explaining why substitution is needed. The RE/Contract Manager must review the letter to be sure names and addresses are shown, dollar values are included, and reason for the request is explained. If the RE/Contract Administrator agrees to the substitution, the RE/Contract Manager will notify, in writing, the DBE subcontractor regarding the proposed substitution and procedure for written objection from the DBE subcontractor in accordance with the Subletting and Subcontracting Fair Practices Act. If the contractor is not meeting the contract goal with this substitution, the contractor must provide the required good faith effort to the RE/Contract Manager for local agency consideration.

If there is any doubt in the RE/Contract Administrator's mind regarding the requested substitution, the RE/Contract Administrator may contact the DLAE for assistance and direction.

E. Record Keeping and Final Report Utilization of Disadvantaged Business Enterprises

The contractor shall maintain records showing the name and address of each first-tier subcontractor. The records shall also show:

1. The name and business address, regardless of tier, of every DBE subcontractor, DBE vendor of materials and DBE trucking company.

2. The date of payment and the total dollar figure paid to each of the firms.

3. The DBE prime contractor shall also show the date of work performed by their own forces along with the corresponding dollar value of the work claimed toward DBE contract goal, if applicable.

   When a contract has been completed the contractor will provide a summary of the records stated above. The DBE utilization information will be documented on "Final Report Utilization of Disadvantaged Business Enterprises, First Tier Subcontractors," Exhibit 17-F of the LAPM or equivalent. The RE will compare the completed Exhibit 17-F to the contractor's completed "Local Agency Bidder DBE Information (Construction Contracts)," Exhibit 15-G of the LAPM or equivalent, and, if applicable, to the completed "Subcontracting Request,", Exhibit 16-B of the LAPM or equivalent. The DBEs shown on the completed Exhibit 17-F should be the same as those originally listed unless an authorized substitution was allowed, or the contractor used more DBEs and they were added. The dollar amount should reflect any changes made in planned work done by the DBE. The contractor will be required to explain in writing why the names of the subcontractors, the work items or dollar figures are different from what was originally shown on the completed Exhibit 15-G when:

   a) There have been no changes made by the RE/Contract Administrator.
   b) The contractor has not provided a sufficient explanation in the comments section of the completed Exhibit 17-F.

   The explanation will be attached to the completed Exhibit 17-F for submittal to the RE. The RE will file this in the project records.

   The RE/Contract Administrator will keep track of the DBE certification status on the Internet at www.dot.ca.gov/hq/bep and keep the RE informed of changes that affect the contract. The RE will require the contractor to act in accordance with existing contractual commitments regardless of decertification.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

CIVIL CODE
SECTION 3300-3322

[3300.] Section Thirty-three Hundred. For the breach of an obligation arising from contract, the measure of damages, except where otherwise expressly provided by this Code, is the amount which will compensate the party aggrieved for all the detriment proximately caused thereby, or which, in the ordinary course of things, would be likely to result therefrom.

3301. No damages can be recovered for a breach of contract which are not clearly ascertainable in both their nature and origin.

3302. The detriment caused by the breach of an obligation to pay money only, is deemed to be the amount due by the terms of the obligation, with interest thereon.

3304. The detriment caused by the breach of a covenant of "seizin," of "right to convey," of "warranty," or of "quiet enjoyment," in a grant of an estate in real property, is deemed to be:

1. The price paid to the grantor; or, if the breach is partial only, such proportion of the price as the value of the property affected by the breach bore at the time of the grant to the value of the whole property;
2. Interest thereon for the time during which the grantee derived no benefit from the property, not exceeding five years;
3. Any expenses properly incurred by the covenantee in defending his possession.

3305. The detriment caused by the breach of a covenant against incumbrances in a grant of an estate in real property is deemed to be the amount which has been actually expended by the covenantee in extinguishing either the principal or interest thereof, not exceeding in the former case a proportion of the price paid to the grantor equivalent to the relative value at the time of the grant of the property affected by the breach, as compared with the whole, or, in the latter case, interest on a like amount.

3306. The detriment caused by the breach of an agreement to convey an estate in real property, is deemed to be the price paid, and the expenses properly incurred in examining the title and preparing the necessary papers, the difference between the price agreed to be paid and the value of the estate agreed to be conveyed at the time of the breach, the expenses properly incurred in preparing to enter upon the land, consequential damages according to proof, and interest.

3317. The detriment caused by a carrier's delay in the delivery of freight, is deemed to be the depreciation in the intrinsic value of the freight during the delay, and also the depreciation, if any, in the market value thereof, otherwise than by reason of a depreciation in its intrinsic value, at the place where it ought to have been delivered, and between the day at which it ought to have been delivered, and the day of its actual delivery.

3318. The detriment caused by the breach of a warranty of an agent's authority, is deemed to be the amount which could have been recovered and collected from his principal if the warranty had been complied with, and the reasonable expenses of legal proceedings taken, in good faith, to enforce the act of the agent against his principal.

3319. (a) In each written contract for private works of improvement entered into on or after January 1, 1996, the contracting party and the design professional may agree to contractual provisions that include a late payment penalty, in lieu of any interest otherwise due. The terms of the late payment penalty shall be specifically set forth in the written contract.

(b) The penalty authorized pursuant to subdivision (a) shall be separate from, and in addition to, the design professionals liens provided by Chapter 3 (commencing with Section 8300) of Title 2 of Part 6 of Division 4, mechanics liens provided by Chapter 4 (commencing with Section 8400) of Title 2 of Part 6 of Division 4, and stop payment notices provided by Chapter 5 (commencing with Section 8500) of Title 2 of Part 6 of Division 4.

(c) None of the rights or obligations created or permitted by this section between design professionals and contracting parties shall apply to construction loan funds held by a lender pursuant to a construction loan agreement.

(d) For purposes of this section, the following definitions apply:

(1) "Contracting party" means any person or entity entering into a written contract with a design professional for professional design services for a private work of improvement.

(2) "Design professional" means a person licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, or licensed as a land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code.

3320. (a) In each contract for public works of improvement, entered into on or after January 1, 1996, the public agency shall pay to the prime design professional any progress payment within 30 days of receipt of a written demand for payment in accordance with the contract, and the final retention payment within 45 days of receipt of a written demand for payment in accordance with the contract. If the public agency disputes in good faith any portion of the amount due, it may withhold from the payment an amount not to exceed 150

notices on public works provided by Chapter 4 (commencing with Section 9350) of Title 3 of Part 6 of Division 4.

(d) None of the rights or obligations created by this section between prime design professionals and subconsultant design professionals shall apply to construction loan funds held by a lender pursuant to a construction loan agreement.

(e) For purposes of this section:

(1) "Public agency" means the state, any county, any city, any city and county, any district, any public authority, any public agency, any municipal corporation, or other political subdivision or political corporation of the state.

(2) "Design professional" means a person licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, or licensed as a land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code.

(3) "Prime design professional" means a design professional having a written contract directly with the public agency.

(4) "Subconsultant design professional" means a design professional having a written contract with a prime design professional.

3322. (a) (1) A broker of construction trucking services shall pay all transportation charges submitted by a motor carrier of property in dump truck equipment by the 25th day following the last day of the calendar month in which the transportation was performed, if the charges, including all necessary documentation, are submitted by the fifth day following the last day of the calendar month in which the transportation was performed. If there is a good faith dispute over a portion of the charges claimed, the broker may withhold payment of an amount not to exceed 150 percent of the estimated cost of the disputed amount.

(2) A broker who violates paragraph (1) shall pay to the motor carrier of property in dump truck equipment a penalty of 2 percent per month on the improperly withheld amount.

(3) In an action for the collection of moneys not paid in accordance with paragraph (1), the prevailing party shall be entitled to his or her attorney's fees and costs.

(b) For purposes of subdivision (a), the following definitions apply:

(1) A "broker of construction trucking services" means any person, excluding a licensed contractor, that, as a principal or agent, arranges for transportation services to be provided by an independent contractor motor carrier of property in dump truck equipment and who is responsible for paying the transportation charges of the motor carrier.

(2) A "motor carrier of property in dump truck equipment" means a motor carrier of property permitted by the Department of Motor Vehicles that hauls any type of construction commodity or material in dump truck equipment.

(c) Subdivision (a) only applies if a motor carrier of property is in compliance with Division 14.85 (commencing with Section 36000) of the Vehicle Code at the time the dump truck transportation work is performed.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

SUBCONTRACTING REQUEST

DC-CEM-1201 (REV. 4/94) (OLD HC-45) CT# 7541-3514-7

FRONT

See Instructions On Back

		REQUEST NUMBER
CONTRACTOR NAME	COUNTY	ROUTE
BUSINESS ADDRESS	CONTRACT NO.	
CITY/STATE / ZIP CODE	FEDERAL AID PROJECT NO. (From Special Provisions)	

SUBCONTRACTOR (Name, Business Address, Phone)	BID ITEM NUMBER(S)	% OF BID ITEM SUBBED	CHECK IF: (See Categories Below) (1)	(2)	(3)	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBBED	$ AMOUNT BASED ON BID $ AMOUNT

Categories: 1) Specialty 2) Listed Under Fair Practices Act 3) Certified DBE/MBE/WBE/DVBE

I Certify That:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
- If applicable, (Federal Aid Projects only) Section 14 (Federal Requirements) of the Special Provisions have been inserted in the subcontracts and shall be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

CONTRACTOR'S SIGNATURE	DATE

NOTE: This section is to be completed by the Resident Engineer

1. Total of bid items ..... $ _____
2. Specialty items (previously requested) ..... $ _____
3. Specialty items (this request) ..... $ _____
4. Total (lines 2+3) ..... $ _____
5. Contractor must perform with own forces (lines 1 minus 4) x _____ % ..... $ _____
6. Bid items previously subcontracted ..... $ _____
7. Bid items subcontracted (this request) ..... $ _____
8. Total (lines 6+7) ..... $ _____
9. Balance of work Contractor to perform (lines 1 minus 8) ..... $ _____ $ _____

APPROVED

RESIDENT ENGINEER'S SIGNATURE	DATE

CEM-1201 (HC-46 REV. 4/94) COPY DISTRIBUTION: 1. Original - Contractor 2. Copy - local agency Resident Engineer 3. Copy - local agency Labor Compliance Officer 4. Contractor's Information Copy

Back

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM

All First-tier subcontractors must be included on a subcontracting request.

Submit in accordance with Section 8-1.01 of the *Caltrans Standard Specifications*. Type or print requested information. Information copy is to be retained by the contractor. Submit other copies to project's Resident Engineer. After approval, the original will be returned to the contractor.

When an entire item is subcontracted, the value to be shown is the contractor's bid price.

When a portion of an item is subcontracted, describe the portion, and show the % of bid item and value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS.

Prior to submittal of Form CEM-1201 involving a replacement Subcontractor, submit a separate written request for approval to substitute a listed subcontractor. Section 4107 of the Government Code covers the conditions for substitution.

Submit a separate written request for approval of any DBE/MBE/WBE/DVBE substitution. Include appropriate backup information and state what efforts were made to accomplish the same dollar value of work by other certified DBE/MBE/WBE/DVBEs.

NOTE: For contractors who will be performing work on railroad property, it is necessary for the contractor to complete and submit the Certificate of Insurance (State Form DH-OS-A10A) naming the subcontractor as insured. *No work shall be allowed which involves encroachment on railroad property until the specified insurance has been approved.*

ATTACHMENT 8
DBE Certification Application Form

http://www.dot.gov/osdbu/disadvantaged-business-enterprise/dbe-uniform-certification-application

(New form October 2, 2014)

UNIFORM CERTIFICATION APPLICATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

49 C.F.R. Parts 23 and 26

Roadmap for Applicants

1. Should I apply?

You may be eligible to participate in the DBE/ACDBE program if:

- The firm is a for-profit business that performs or seeks to perform transportation related work (or a concession activity) for a recipient of Federal Transit Administration, Federal Highway Administration, or Federal Aviation Administration funds.
- The firm is at least 51% owned by a socially and economically disadvantaged individual(s) who also controls it.
- The firm's disadvantaged owners are U.S. citizens or lawfully admitted permanent residents of the U.S.
- The firm meets the Small Business Administration's size standard and does not exceed $23.98 million in gross annual receipts for DBE ($56.42 million for ACDBEs). (Other size standards apply for ACDBE that are banks/financial institutions, car rental companies, pay telephone firms, and automobile dealers.)

2. How do I apply?

First time applicants for DBE certification must complete and submit this certification application and related material to the certifying agency in your home state and participate in an on-site interview conducted by that agency. The attached document checklist can help you locate the items you need to submit to the agency with your completed application. If you fail to submit the required documents, your application may be delayed and/or denied. Firms already certified as a DBE do not have to complete this form, but may be asked by certifying agencies outside of your home state to provide a copy of your initial application form, supporting documents, and any other information you submitted to your home state to obtain certification or to any other state related to your certification.

3. Where can I send my application? [INSERT UCP PARTICIPATING MEMBER CONTACT INFORMATION]

4. Who will contact me about my application and what are the eligibility standards?

The DBE and ACDBE Programs require that all U.S. Department of Transportation (DOT) recipients of federal assistance participate in a statewide Unified Certification Program (UCP). The UCP is a one-stop certification program that eliminates the need for your firm to obtain certification from multiple certifying agencies within your state. The UCP is responsible for certifying firms and maintaining a database of certified DBEs and ACDBEs for DOT grantees, pursuant to the eligibility standards found in 49 C.F.R. Parts 23 and 26.

5. Where can I find more information?

U.S. DOT—https://www.civilrights.dot.gov/ (This site provides useful links to the rules and regulations governing the DBE/ACDBE program, questions and answers, and other pertinent information)

SBA—Small Business Size Standards matched to the North American Industry Classification System (NAICS): http://www.census.gov/eos/www/naics/ and http://www.sba.gov/content/table-small-business-size-standards.

In collecting the information requested by this form, the Department of Transportation (Department) complies with the provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Privacy Act provides comprehensive protections for your personal information. This includes how information is collected, used, disclosed, stored, and discarded. Your information will not be disclosed to third parties without your consent. The information collected will be used solely to determine your firm's eligibility to participate in the Department's Disadvantaged Business Enterprise Program as defined in 49 CFR §26.5 and the Airport Concession Disadvantaged Business Enterprise Program as defined in 49 CFR §23.3. You may review DOT's complete Privacy Act Statement in the Federal Register published on April 11, 2000 (65 FR 19477).

Under 49 C.F.R. §26.107, dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may initiate suspension or debarment proceedings against the person or firm under 2 CFR Parts 180 and 1200, Nonprocurement Suspension and Department, take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

INSTRUCTIONS FOR COMPLETING THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UNIFORM CERTIFICATION APPLICATION

NOTE: All participating firms must be for-profit enterprises. If your firm is not for profit, then you do NOT qualify for the DBE/ACDBE program and should not complete this application. If you require additional space for any question in this application, please attach additional sheets or copies as needed, taking care to indicate on each attached sheet/copy the section and number of this application to which it refers.

Section 1: CERTIFICATION INFORMATION

A. Basic Contact Information

(1) Enter the contact name and title of the person completing this application and the person who will serve as your firm's contact for this application.
(2) Enter the legal name of your firm, as indicated in your firm's Articles of Incorporation or charter.
(3) Enter the primary phone number of your firm.
(4) Enter a secondary phone number, if any.
(5) Enter your firm's fax number, if any.
(6) Enter the contact person's email address.
(7) Enter your firm's website addresses, if any.
(8) Enter the street address of the firm where its offices are physically located (not a P.O. Box).
(9) Enter the mailing address of your firm, if it is different from your firm's street address.

B. Prior/Other Certifications and Applications

(10) Check the appropriate box indicating whether your firm is currently certified in the DBE/ACDBE programs, and provide the name of the certifying agency that certified your firm. List the dates of any site visits conducted by your home state and any other states or UCP members. Also provide the names of state/UCP members that conducted the review.
(11) Indicate whether your firm or any of the persons listed has ever been denied certification as a DBE, 8(a), or Small Disadvantaged Business (SDB) firm, or state and local MBE/WBE firm. Indicate if the firm has ever been decertified from one of these programs. Indicate if the application was withdrawn or whether the firm was debarred, suspended, or otherwise had its bidding privileges denied or restricted by any state or local agency, or Federal entity. If your answer is yes, identify the name of the agency, and explain fully the nature of the action in the space provided. Indicate if you have ever appealed this decision to the Department and if so, attach a copy of USDOT's final agency decision(s).

Section 2: GENERAL INFORMATION

A. Business profile:

(1) Give a concise description of the firm's primary activities, the product(s) or services the company provides, or type of construction. If your company offers more than one product/service, list primary product or service first (attach additional sheets if necessary). This description may be used in our UCP online directory if you are certified as a DBE.
(2) If you know the appropriate NAICS Code for the line(s) of work you identified in your business profile, enter the codes in the space provided.
(3) State the date on which your firm was established as stated in your firm's Articles of Incorporation or charter.
(4) State the date each person became a firm owner.
(5) Check the appropriate box describing the manner in which you and each other owner acquired ownership of your firm. If you checked "Other," explain in the space provided.
(6) Check the appropriate box that indicates whether your firm is "for profit." **If you checked "No," then you do NOT qualify for the DBE/ACDBE program** and should not complete this application. All participating firms must be for-profit enterprises. If the firm is a for profit enterprise, provide the Federal Tax ID number as stated on your firm's Federal tax return.
(7) Check the appropriate box that describes the type of legal business structure of your firm, as indicated in your firm's Articles of Incorporation or similar document. Identify all joint venture partners if applicable. If you checked "Other," briefly explain in the space provided.
(8) Indicate in the spaces provided how many employees your firm has, specifying the number of employees who work on a full-time, part-time, and seasonal basis. Attach a list of employees, their job titles, and dates of employment, to your application.
(9) Specify the firm's gross receipts for each of the past three years, as stated in your firm's filed Federal tax returns. You must submit complete copies of the firm's Federal tax returns for each year. If there are any affiliates or subsidiaries of the applicant firm or owners, you must provide these firms' gross receipts and submit complete copies of these firm(s) Federal tax returns. Affiliation is defined in 49 C.F.R. §26.5 and 13 C.F.R. Part 121.

B. Relationships and Dealings with Other Businesses

(1) Check the appropriate box that indicates whether your firm is co-located at any of its business locations, or whether your firm shares a telephone number(s), a post office box, any office space, a yard, warehouse, other facilities, any equipment, financing, or any office staff and/or employees with any other business, organization or entity of any kind. If you answered "Yes," then specify the name of the other firm(s) and fully explain the nature of your relationship with these other businesses by identifying the business or person with whom you have any formal, informal, written, or

oral agreement. Provide an explanation of any items shared with other firms in the space provided.

(2) Check the appropriate box indicating whether any other firm currently has or had an ownership interest in your firm at present or at any time in the past. If you checked yes, please explain.

(3) Check the appropriate box that indicates whether at present or at any time in the past your firm:

(a) ever existed under different ownership, a different type of ownership, or a different name;

(b) existed as a subsidiary of any other firm;

(c) existed as a partnership in which one or more of the partners are/were other firms;

(d) owned any percentage of any other firm; and

(e) had any subsidiaries of its own.

(f) served as a subcontractor with another firm constituting more than 25% of your firm's receipts.

If you answered "Yes" to any of the questions in (3)(a-f), you may be asked to explain the arrangement in detail.

Section 3: MAJORITY OWNER INFORMATION

Identify all individuals or holding companies with any ownership interest in your firm, providing the information requested below (if your firm has more than one owner, provide completed copies of this section for each owner):

A. Identify the majority owner of the firm holding 51% or more ownership interest

(1) Enter the full name of the owner.

(2) Enter his/her title or position within your firm.

(3) Give his/her home phone number.

(4) Enter his/her home (street) address.

(5) Indicate this owner's gender.

(6) Identify the owner's ethnic group membership. If you checked "Other," specify this owner's ethnic group/identity not otherwise listed.

(7) Check the appropriate box to indicate whether this owner is a U.S. citizen or a lawfully admitted permanent resident. If this owner is neither a U.S. citizen nor a lawfully admitted permanent resident of the U.S., then this owner is NOT eligible for certification as a DBE owner.

(8) Enter the number of years during which this owner has been an owner of your firm.

(9) Indicate the percentage of the total ownership this person holds and the date acquired, including (if appropriate), the class of stock owned.

(10) Indicate the dollar value of this owner's initial investment to acquire an ownership interest in your firm, broken down by cash, real estate, equipment, and/or other investment. Describe how you acquired your business and attach documentation substantiating this investment.

B. Additional Owner Information

(1) Describe the familial relationship of this owner to each other owner of your firm and employees.

(2) Indicate whether this owner performs a management or supervisory function for any other business. If you checked "Yes," state the name of the other business and this owner's function/title held in that business.

(3) (a) Check the appropriate box that indicates whether this owner owns or works for any other firm(s) that has <u>any</u> relationship with your firm. If you checked "Yes," identify the name of the other business, the nature of the business relationship, and the owner's function at the firm.

(b) If the owner works for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week, please identify this activity.

(4) (a) Provide the personal net worth of the owner applying for certification in the space provided. Complete and attach the accompanying "Personal Net Worth Statement for DBE/ACDBE Program Eligibility" with your application. Note, complete this section and accompanying statement only for each owner applying for DBE qualification (i.e., for each owner claiming to be socially and economically disadvantaged).

(b) Check the appropriate box that indicates whether any trust has been created for the benefit of the disadvantaged owner(s). If you answered "Yes," you may be asked to provide a copy of the trust instrument.

(5) Check the appropriate to indicate whether any of your immediate family members, managers, or employees, own, manage, or are associated with another company. Immediate family member is defined in 49 C.F.R. §26.5. If you answered "Yes," provide the name of each person, your relationship to them, the name of the company, the type of business, and whether they own or manage the company.

Section 4: CONTROL

A. Identify the firm's Officers and Board of Directors

(1) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each officer.

(2) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each individual serving on your firm's Board of Directors.

(3) Check the appropriate box to indicate whether any of your firm's officers and/or directors listed above performs a management or supervisory function for any other business. If you answered "Yes," identify each person by name, his/her title, the name of the other business in which s/he is involved, and his/her function performed in that other business.

(4) Check the appropriate box that indicates whether any of your firm's officers and/or directors listed above own or work for any other firm(s) that has a relationship with your firm. (e.g., ownership interest, shared office space, financial investments, equipment leases, personnel sharing, etc.) If you answered "Yes," identify the name of the firm, the individual's name, and the nature of his/her business relationship with that other firm.

B. Duties of Owners, Officers, Directors, Managers and Key Personnel

(1), (2) Specify the roles of the majority and minority owners, directors, officers, and managers, and key personnel who control the functions listed for the business. Submit résumés for each owner and non-owner identified below. State the name of the individual, title, race and gender and percentage ownership if any. Circle the frequency of each person's involvement as follows: "always, frequently, seldom, or never" in each area.

Indicate whether any of the persons listed in this section perform a management or supervisory function for any other business. Identify the person, business, and their title/function. Identify if any of the persons listed above own or work for any other firm(s) that has a relationship with this firm (e.g. ownership interest, shared office space, financial investment, equipment, leases, personnel sharing, etc.) If you answered "Yes," describe the nature of his/her business relationship with that other firm.

C. Inventory: Indicate firm inventory in these categories:

(1) Equipment and Vehicles
State the make and model, and current dollar value of each piece of equipment and motor vehicle held and/or used by your firm. Indicate whether each piece is either owned or leased by your firm or owner, whether it is used as collateral, and where this item is stored.

(2) Office Space
State the street address of each office space held and/or used by your firm. Indicate whether your firm or owner owns or leases the office space and the current dollar value of that property or its lease.

(3) Storage Space
State the street address of each storage space held and/or used by your firm. Indicate whether your firm or owner owns or leases the storage space and the current dollar value of that property or its lease. Provide a signed lease agreement for each property.

D. Does your firm rely on any other firm for management functions or employee payroll?

Check the appropriate box that indicates whether your firm relies on any other firm for management functions or for employee payroll. If you answered "Yes," you may be asked to explain the nature of that reliance and the extent to which the other firm carries out such functions.

E. Financial / Banking Information

Banking Information. State the name, City and State of your firm's bank. In the space provided, identify the persons able to sign checks on this account. Provide bank authorization and signature cards

Bonding Information. State your firm's bonding limits (in dollars), specifying both the aggregate and project limits.

F. Sources, amounts, and purposes of money loaned to your firm, including the names of persons or firms guaranteeing the loan.

State the name and address of each source, the name of person securing the loan, original dollar amount and the current balance of each loan, and the purpose for which each loan was made to your firm. Provide copies of signed loan agreements and security agreements

G. Contributions or transfers of assets to/from your firm and to/from any of its owners or another individual over the past two years:

Indicate in the spaces provided, the type of contribution or asset that was transferred, its current dollar value, the person or firm <u>from whom</u> it was transferred, the person or firm <u>to whom</u> it was transferred, the relationship between the two persons and/or firms, and the date of the transfer.

H. Current licenses/permits held by any owner or employee of your firm.

List the name of each person in your firm who holds a professional license or permit, the type of permit or license, the expiration date of the permit or license, and issuing State of the license or permit. Attach copies of licenses, license renewal forms, permits, and haul authority forms.

I. Largest contracts completed by your firm in the past three years, if any.

List the name of each owner or contractor for each contract, the name and location of the projects under each contract, the type of work performed on each contract, and the dollar value of each contract.

J. Largest active jobs on which your firm is currently working.

For each active job listed, state the name of the prime contractor and the project number, the location, the type of work performed, the project start date, the anticipated completion date, and the dollar value of the contract.

<u>AIRPORT CONCESSION (ACDBE) APPLICANTS</u>
Identify the concession space, address and location at the airport, the value of the property or lease, and fees/lease payments paid to the airport. Provide information concerning any other airport concession businesses the applicant firm or any affiliate owns and/or operates, including name, location, type of concession, and start date of the concession enterprise.

<u>AFFIDAVIT & SIGNATURE</u>
The Affidavit of Certification must accompany your application for certification. Carefully read the attached affidavit in its entirety. Fill in the required information for each blank space, and sign and date the affidavit in the presence of a Notary Public, who must then notarize the form.

Section 1: CERTIFICATION INFORMATION

A. Basic Contact Information

(1) Contact person and Title: _____ **(2) Legal name of firm:** _____

(3) Phone #: (___) _____ - _____ **(4) Other Phone #:** (___) _____ - _____ **(5) Fax #:** (___) _____ - _____

(6) E-mail: _____ **(7) Firm Websites:** _____

(8) Street address of firm *(No P.O. Box)*: **City:** **County/Parish:** **State:** **Zip:**

(9) Mailing address of firm *(if different)*: **City:** **County/Parish:** **State:** **Zip:**

B. Prior/Other Certifications and Applications

(10) Is your firm currently certified for any of the following U.S. DOT programs?
❑ DBE ❑ ACDBE Names of certifying agencies: _____

⊗ If you are certified in your home state as a DBE/ACDBE, you do not have to complete this application for other states. Ask your state UCP about the interstate certification process.

List the dates of any site visits conducted by your home state and any other states or UCP members:

Date ___/___/___ State/UCP Member: _____ Date ___/___/___ State/UCP Member: _____

(11) Indicate whether the firm or any persons listed in this application have ever been:

(a) Denied certification or decertified as a DBE, ACDBE, 8(a), SDB, MBE/WBE firm? ❑ Yes ❑No
(b) Withdrawn an application for these programs, or debarred or suspended or otherwise had bidding privileges denied or restricted by any state or local agency, or Federal entity? ❑ Yes ❑ No

If yes, explain the nature of the action. *(If you appealed the decision to DOT or another agency, attach a copy of the decision,*

Section 2: GENERAL INFORMATION

A. Business Profile: (1) Give a concise description of the firm's primary activities and the product(s) or service(s) it provides. If your company offers more than one product/service, list the primary product or service first. Please use additional paper if necessary. This description may be used in our database and the UCP online directory if you are certified as a DBE or ACDBE.

(2) Applicable NAICS Codes for this line of work include: _____ _____ _____ _____ _____ _____

(3) This firm was established on ___/___/___ | **(4) I/We have owned this firm since:** ___/___/___

(5) Method of acquisition *(Check all that apply)*:
❑ Started new business ❑ Bought existing business ❑ Inherited business ❑ Secured concession
❑ Merger or consolidation ❑ Other *(explain)* _____

(6) Is your firm "for profit"? ❑ Yes ❑No→ Federal Tax ID# _____

⊗ **STOP!** If your firm is NOT for-profit, then you do NOT qualify for this program and should not fill out this application.

(7) Type of Legal Business Structure: *(check all that apply)*:

- ❑ Sole Proprietorship
- ❑ Partnership
- ❑ Limited Liability Company
- ❑ Applying as an ACDBE
- ❑ Limited Liability Partnership
- ❑Corporation
- ❑ Joint Venture (Identify all JV partners _____)
- ❑ Other, Describe _____

(8) Number of employees: Full-time _____ Part-time _____ Seasonal _____Total _____

(Provide a list of employees, their job titles, and dates of employment, to your application).

(9) Specify the firm's gross receipts for the last 3 years. *(Submit complete copies of the firm's Federal tax returns for each year. If there are affiliates or subsidiaries of the applicant firm or owners, you must submit complete copies of these firms' Federal tax returns).*

Year _____ Gross Receipts of Applicant Firm $ _____ Gross Receipts of Affiliate Firms $_____
Year _____ Gross Receipts of Applicant Firm $_____Gross Receipts of Affiliate Firms $_____
Year _____ Gross Receipts of Applicant Firm $ _____ Gross Receipts of Affiliate Firms $_____

B. Relationships and Dealings with Other Businesses

(1) Is your firm co-located at any of its business locations, or does it share a telephone number, P.O. Box, office or storage space, yard, warehouse, facilities, equipment, inventory, financing, office staff, and/or employees with any other business, organization, or entity? ❑ Yes ❑ No

If Yes, explain the nature of your relationship with these other businesses by identifying the business or person with whom you have any formal, informal, written, or oral agreement. Also detail the items shared.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

(2) Has any other firm had an ownership interest in your firm at present or at any time in the past?
❑ Yes ❑ No If Yes, explain_____

(3) At present, or at any time in the past, has your firm:

(a) Ever existed under different ownership, a different type of ownership, or a different name? ❑ Yes ❑ No
(b) Existed as a subsidiary of any other firm? ❑ Yes ❑ No
(c) Existed as a partnership in which one or more of the partners are/were other firms? ❑ Yes ❑ No
(d) Owned any percentage of any other firm? ❑ Yes ❑ No
(e) Had any subsidiaries? ❑ Yes ❑ No
(f) Served as a subcontractor with another firm constituting more than 25% of your firm's receipts? ❑ Yes ❑ No

(If you answered "Yes" to any of the questions in (2) and/or (3)(a)-(f), you may be asked to provide further details and explain whether the arrangement continues).

Section 3: MAJORITY OWNER INFORMATION

A. Identify the majority owner of the firm holding 51% or more ownership interest.

(1) Full Name: _____ | **(2) Title:** _____ | **(3) Home Phone #:** ( ) ____ - _____

(4) Home Address *(Street and Number)*: _____ | **City:** _____ | **State:** _____ | **Zip:** _____ - _____

(5) Gender: ❑ Male ❑ Female

(6) Ethnic group membership *(Check all that apply)*:

❑ Black ❑ Hispanic
❑ Asian Pacific ❑ Native American
❑ Subcontinent Asian
❑ Other (*specify*) _____

(7) U.S. Citizenship:

❑ U.S. Citizen
❑ Lawfully Admitted Permanent Resident

(8) Number of years as owner: _____
(9) Percentage owned: _____ %
Class of stock owned: _____
Date acquired _____

(10) Initial investment to acquire ownership interest in firm:

Type	Dollar Value
Cash	$
Real Estate	$
Equipment	$
Other	$

Describe how you acquired your business:
❑ Started business myself
❑ It was a gift from: _____
❑ I bought it from: _____
❑ I inherited it from: _____
❑ Other _____
(Attach documentation substantiating your investment)

B. Additional Owner Information

(1) Describe familial relationship to other owners and employees:

_____
_____
_____

(2) Does this owner perform a management or supervisory function for any other business? ❑ Yes ❑ No
If Yes, identify: Name of Business: _____ Function/Title: _____

(3)(a) Does this owner own or work for any other firm(s) that has a relationship with this firm? (*e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.*) ❑ Yes ❑ No
Identify the name of the business, and the nature of the relationship, and the owner's function at the firm:

_____
_____

(b) Does this owner work for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week? If yes, identify this activity: _____

(4)(a) What is the personal net worth of this disadvantaged owner applying for certification ? $_____

(b)Has any trust been created for the benefit of this disadvantaged owner(s)? ❑ Yes ❑ No
(If Yes, you may be asked to provide a copy of the trust instrument).

(5) Do any of your immediate family members, managers, or employees own, manage, or are associated with another company? ❑ Yes ❑ No If Yes, provide their name, relationship, company, type of business, and indicate whether they own or manage the company: *(Please attach extra sheets, if needed)*: _____

_____

Section 3: OWNER INFORMATION, Cont'd.

A. Identify all individuals, firms, or holding companies that hold LESS THAN 51% ownership interest in the firm (*Attach separate sheets for each additional owner*)

(1) Full Name: _____ | **(2) Title:** _____ | **(3) Home Phone #:** ( ) ____ - _____

(4) Home Address (*Street and Number*): _____ | **City:** _____ | **State:** _____ | **Zip:** _____ - _____

(5) Gender: ❑ Male ❑ Female

(6) Ethnic group membership (*Check all that apply*)

❑ Black ❑ Hispanic
❑ Asian Pacific ❑ Native American
❑ Subcontinent Asian
❑ Other (*specify*) _____

(7) U.S. Citizenship:

❑ U.S. Citizen
❑ Lawfully Admitted Permanent Resident

(8) Number of years as owner: _____
(9) Percentage owned: _____ %
Class of stock owned: _____
Date acquired _____

(10) Initial investment to acquire ownership interest in firm:

Type	Dollar Value
Cash	$
Real Estate	$
Equipment	$
Other	$

Describe how you acquired your business:
❑ Started business myself
❑ It was a gift from: _____
❑ I bought it from: _____
❑ I inherited it from: _____
❑ Other _____
(*Attach documentation substantiating your investment*)

B. Additional Owner Information

(1) Describe familial relationship to other owners and employees:

_____
_____
_____

(2) Does this owner perform a management or supervisory function for any other business? ❑ Yes ❑ No
If Yes, identify: Name of Business: _____ Function/Title: _____

(3)(a) Does this owner own or work for any other firm(s) that has a relationship with this firm? (*e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.*) ❑ Yes ❑ No
Identify the name of the business, and the nature of the relationship, and the owner's function at the firm:

_____

(b) Does this owner work for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week? If yes, identify this activity: _____

(4)(a) What is the personal net worth of this disadvantaged owner applying for certification? $_____

(b)Has any trust been created for the benefit of this disadvantaged owner(s)? ❑ Yes ❑ No
(If Yes, you may be asked to provide a copy of the trust instrument).

(5) Do any of your immediate family members, managers, or employees own, manage, or are associated with another company? ❑ Yes ❑ No If Yes, provide their name, relationship, company, type of business, and indicate whether they own or manage: *(Please attach extra sheets, if needed)*: _____

_____

Section 4: CONTROL

A. Identify your firm's Officers and Board of Directors *(If additional space is required, attach a separate sheet)*:

	Name	Title	Date Appointed	Ethnicity	Gender
(1) Officers of the Company	(a)				
	(b)				
	(c)				
	(d)				
(2) Board of Directors	(a)				
	(b)				
	(c)				
	(d)				

(3) Do any of the persons listed above perform a management or supervisory function for any other business?
❑ Yes ❑ No If Yes, identify for each:

Person: _____ Title: _____
Business: _____ Function: _____

Person: _____ Title: _____
Business: _____ Function: _____

(4) Do any of the persons listed in section A above own or work for any other firm(s) that has a relationship with this firm? *(e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)*
❑ Yes ❑ No If Yes, identify for each:

Firm Name: _____ Person: _____
Nature of Business Relationship: _____

B. Duties of Owners, Officers, Directors, Managers, and Key Personnel

1. *(Identify your firm's management personnel who control your firm in the following areas (Attach separate sheets as needed).*

A= Always **F = Frequently**	**S = Seldom** **N = Never**	Majority Owner (51% or more) Name: _____ Title: _____ Percent Owned: _____				Minority Owner (49% or less) Name: _____ Title: _____ Percent Owned: _____			
Sets policy for company direction/scope of operations		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑
Bidding and estimating		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑
Major purchasing decisions		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑
Marketing and sales		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑
Supervises field operations		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑
Attend bid opening and lettings		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑
Perform office management (billing, accounts receivable/payable, etc.)		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑
Hires and fires management staff		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑
Hire and fire field staff or crew		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑
Designates profits spending or investment		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑
Obligates business by contract/credit		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑
Purchase equipment		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑
Signs business checks		A ❑	F ❑	S ❑	N ❑	A ❑	F ❑	S ❑	N ❑

2. Complete for all Officers, Directors, Managers, and Key Personnel who control the following functions for the firm. *(Attach separate sheets as needed).*

A= Always S = Seldom F = Frequently N = Never	Officer/Director/Manager/Key Personnel Name: ____ Title: ____ Race and Gender: ____ Percent Owned: ____				Officer/Director/Manager/ Key Personnel Name: ____ Title: ____ Race and Gender: ____ Percent Owned: ____			
Sets policy for company direction/scope of operations	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Bidding and estimating	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Major purchasing decisions	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Marketing and sales	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Supervises field operations	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Attend bid opening and lettings	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Perform office management (billing, accounts receivable/payable, etc.)	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Hires and fires management staff	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Hire and fire field staff or crew	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Designates profits spending or investment	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Obligates business by contract/credit	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Purchase equipment	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Signs business checks	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐

Do any of the persons listed in B1 or B2 perform a management or supervisory function for any other business? If Yes, identify the person, the business, and their title/function: _____

_____

Do any of the persons listed above own or work for any other firm(s) that has a relationship with this firm? *(e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)* If Yes, describe the nature of the business relationship: _____

_____

C. Inventory: Indicate your firm's inventory in the following categories *(Please attach additional sheets if needed):*

1. Equipment and Vehicles

	Make and Model	Current Value	Owned or Leased by Firm or Owner?	Used as collateral?	Where is item stored?
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

2. Office Space

Street Address	Owned or Leased by Firm or Owner?	Current Value of Property or Lease

3. Storage Space *(Provide signed lease agreements for the properties listed)*

Street Address	Owned or Leased by Firm or Owner?	Current Value of Property or Lease

D. Does your firm rely on any other firm for management functions or employee payroll? ❑ Yes ❑ No

E. Financial/Banking Information *(Provide bank authorization and signature cards)*

Name of bank: _____ City and State: _____
The following individuals are able to sign checks on this account: _____

Name of bank: _____ City and State: _____
The following individuals are able to sign checks on this account: _____

Bonding Information: If you have bonding capacity, identify the firm's bonding aggregate and project limits:
Aggregate limit $ _____ Project limit $ _____

F. Identify all sources, amounts, and purposes of money loaned to your firm including from financial institutions. Identify whether you the owner and any other person or firm loaned money to the applicant DBE/ACDBE. Include the names of any persons or firms guaranteeing the loan, if other than the listed owner. *(Provide copies of signed loan agreements and security agreements).*

	Name of Source	Address of Source	Name of Person Guaranteeing the Loan	Original Amount	Current Balance	Purpose of Loan
1.						
2.						
3.						

G. List all contributions or transfers of assets to/from your firm and to/from any of its owners or another individual over the past two years *(Attach additional sheets if needed)*:

	Contribution/Asset	Dollar Value	From Whom Transferred	To Whom Transferred	Relationship	Date of Transfer
1.						
2.						
3.						

H. List current licenses/permits held by any owner and/or employee of your firm
(e.g. contractor, engineer, architect, etc.)(Attach additional sheets if needed):

	Name of License/Permit Holder	Type of License/Permit	Expiration Date	State
1.				
2.				
3.				

I. List the three largest contracts completed by your firm in the past three years, if any:

	Name of Owner/Contractor	Name/Location of Project	Type of Work Performed	Dollar Value of Contract
1.				
2.				
3.				

J. List the three largest active jobs on which your firm is currently working:

	Name of Prime Contractor and Project Number	Location of Project	Type of Work	Project Start Date	Anticipated Completion Date	Dollar Value of Contract
1.						
2.						
3.						

AIRPORT CONCESSION (ACDBE) APPLICANTS ONLY MUST COMPLETE THIS SECTION

Identify the following information concerning the ACDBE applicant firm:

Concession Space	Address / Location at Airport	Value of Property or Lease	Fees/Lease Payments Paid to the Airport

Provide information concerning any other airport concession businesses the applicant firm or any affiliate owns and/or operates, including name, location, type of concession, and start date of concession

Name of Concession	Location	Type of Concession	Start Date of Concession

AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each owner upon which disadvantaged status is relied.

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I _____ (full name printed), swear or affirm under penalty of law that I am _____(title) of the applicant firm _____ and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract, subcontract, concession lease or sublease, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership changes, address/telephone number, personal net worth exceeding $1.32 million, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise or Airport Concession Disadvantaged Business Enterprise. In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s): (Check all that apply):

❑ Female ❑ Black American ❑ Hispanic American
❑ Native American ❑ Asian-Pacific American
❑ Subcontinent Asian American ❑ Other (specify)

_____

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that my personal net worth does not exceed $1.32 million, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Signature _____ _____
(DBE/ACDBE Applicant) (Date)

NOTARY CERTIFICATE

UNIFORM CERTIFICATION APPLICATION
SUPPORTING DOCUMENTS CHECKLIST

In order to complete your application for DBE or ACDBE certification, you must attach copies of all of the following REQUIRED documents. A failure to supply any information requested by the UCP may result in your firm denied DBE/ACDBE certification.

Required Documents for All Applicants

☐ Résumés (that include places of employment with corresponding dates), for all owners, officers, and key personnel of the applicant firm
☐ Personal Net Worth Statement for each socially and economically disadvantaged owners comprising 51% or more of the ownership percentage of the applicant firm.
☐ Personal Federal tax returns for the past 3 years, if applicable, for each disadvantaged owner
☐ Federal tax returns (and requests for extensions) filed by the firm and its affiliates with related schedules, for the past 3 years.
☐ Documented proof of contributions used to acquire ownership for each owner (*e.g., both sides of cancelled checks*)
☐ Signed loan and security agreements, and bonding forms
☐ List of equipment and/or vehicles owned and leased including VIN numbers, copy of titles, proof of ownership, insurance cards for each vehicle.
☐ Title(s), registration certificate(s), and U.S. DOT numbers for each truck owned or operated by your firm
☐ Licenses, license renewal forms, permits, and haul authority forms
☐ Descriptions of all real estate (including office/storage space, etc.) owned/leased by your firm and documented proof of ownership/signed leases
☐ Documented proof of any transfers of assets to/from your firm and/or to/from any of its owners over the past 2 years
☐ DBE/ACDBE and SBA 8(a), SDB, MBE/WBE certifications, denials, and/or decertifications, if applicable; and any U.S. DOT appeal decisions on these actions.
☐ Bank authorization and signatory cards
☐ Schedule of salaries (or other remuneration) paid to all officers, managers, owners, and/or directors of the firm
☐ List of all employees, job titles, and dates of employment.
☐ Proof of warehouse/storage facility ownership or lease arrangements

Partnership or Joint Venture

☐ Original and any amended Partnership or Joint Venture Agreements

Corporation or LLC

☐ Official Articles of Incorporation (*signed by the state official*)
☐ Both sides of all corporate stock certificates and your firm's stock transfer ledger
☐ Shareholders' Agreement(s)
☐ Minutes of all stockholders and board of directors meetings
☐ Corporate by-laws and any amendments
☐ Corporate bank resolution and bank signature cards
☐ Official Certificate of Formation and Operating Agreement with any amendments (for LLCs)

Optional Documents to Be Provided on Request

The UCP to which you are applying may require the submission of the following documents. If requested to provide these document, you must supply them with your application or at the on-site visit.

☐ Proof of citizenship
☐ Insurance agreements for each truck owned or operated by your firm
☐ Audited financial statements (if available)
☐ Personal Federal Tax returns for the past 3 years, if applicable, for other disadvantaged owners of the firm.
☐ Trust agreements held by any owner claiming disadvantaged status
☐ Year-end balance sheets and income statements for the past 3 years (*or life of firm, if less than three years*)

Suppliers

☐ List of product lines carried and list of distribution equipment owned and/or leased

ATTACHMENT 9

State's UCP Agreement

The Public Works Department does not have an agreement with the State of California but instead chooses to utilize the database provided through the California Department of Transportation (Caltrans) at the Disadvantages Business Enterprise Program's website at http://www.dot.ca.gov/hq/bep.

ATTACHMENT 10

Small Business Element Program

ATTACHMENT 10
Small Business Element

On December 13, 1999 the Contra Costa County Board of Supervisors approved the County-wide Small Business Enterprise Program. The Public Works Department participates in this program and incorporates its elements into all contracts.

The Public Works Department includes the Small Business Enterprise and Outreach Program sheet (attached) with each of its contracts. The information gathered here is tabulated and reported to the County Administrators Office twice per year. The Small Business Program goal is to award 50% of all contracts within the program threshold to SBE, MBE, WBE, LBE, DBE, DVBE, WBE, DVBE or OBE businesses.

SMALL BUSINESS ENTERPRISE and OUTREACH PROGRAMS

FROM: _____ _____
Deputy/Division Head (please print) Deputy/Division Head (signature)

_____ _____ ☐ New ☐ Renewal ☐ Amendment
Form Prepared By Phone Number

Explain _____

_____ _____ _____ _____
Company Name Type of Product WO#/ PO#/ERR# Dollar Amount

The Small Business Enterprise (SBE) Program applies to Construction contracts of $175,000 or less, and Purchasing Transactions and Professional/Personal service contracts of $100,000 or less.
The Outreach Program applies to: Construction contracts that exceed $100,000, Purchasing Transactions that exceed $10,000, and Professional/Personal service contracts that exceed $2,500.

CATEGORY (check one): ☐ Professional Service ☐ Personal Service ☐ Purchase ☐ Construction
TYPE OF PAYMENT (check one): ☐ Contract ☐ Purchase Order ☐ Warrant Request ☐ Credit Card

---

• IS THIS REQUEST EXEMPT FROM THE SBE/OUTREACH PROGRAM? •

☐ **YES** (please check appropriate box below – you do not have to complete the rest of this form)
☐ **NO** (please complete the rest of this form)

- - - - - - CHECK ONE - - - - - -

☐ Vendor Chosen by Purchasing (No Outreach)
☐ Association dues and membership fees
☐ Lodging
☐ Public transportation, bridge tolls
☐ Utility installation fees
☐ Legal notices
☐ Contracts between divisions within a department
Clean Water Program – Tom Dalziel's group **only**.
Landfills for trash collected on County roadways
☐ Publications
☐ Postage & national courier companies, ie. Federal Express, UPS
☐ Registration and conference booths
☐ Permits, fees & licenses paid to government agencies
☐ Pre-employment screening & fitness for duty exams
☐ Purchases or contracts with other public agencies
☐ Contracts between two different department
☐ Contracts with private non-profit organizations and agencies
☐ State Route 4 Bypass Authority

• PLEASE CHECK ALL APPLICABLE ITEMS LISTED BELOW •

☐ **Small Business Enterprise (SBE):** independently owned & operated, not dominant in its field of operation, principal office located in California, has 100 or less employees, average annual gross receipts of 10 million dollars or less over the previous 3 years, or is a manufacturer with 100 or less employees. State certified SBEs qualify for participation in the County's SBE Program.

☐ **Minority Business Enterprise (MBE):** Business entity that is at least 51% owned by one or more minority persons.

☐ **Women Business Enterprise (WBE):** Business entity that is at least 51% owned by one or more women.

☐ **Local Business Enterprise (LBE):** Is a business that has its main office or principal place of business within the boundaries of Contra Costa County.

☐ **Disadvantage Business Enterprise (DBE):** A small business owned (at least 51%) and controlled by socially and economically disadvantaged individuals. Used primarily for state or federally funded projects.

☐ **Disabled Veteran Business Enterprise (DVBE):** is a business entity at least 51% owned by one or more disabled veterans. The disabled Veteran must be a California resident have a service-connected disability of at least 10% or more and be an honorably discharged veteran of the U.S. Military, Naval or Air Services.

☐ **Other Business Enterprise (OBE):** Is any business which does not qualify as a Minority or Women Business Enterprise

☐ **None of the above.**

SOLICITATION FORM
☐ Solicitation form attached
☐ Form NOT attached, explain below
☐ This is an amendment/renewal/novation
Is an SBE Vendor within program threshold

_____
Date form prepared

SELF CERTIFICATION FORM
☐ Self Certification form attached
☐ Vendor found on BidSync or other Auth. Site

_____ _____
Date Category

Screen shot – County website 06302015

e | Contra Costa County, CA Official Website - Windows Internet Explorer

ı-costa.ca.us/4266/Equal-Employment-Opportunity-Office

ıns Local A... APWA - Self Assessment Business Search - Californ... Check a License - Contrac... UPS Suggested Sites Web Slice Gallery

ice | Contra C...

- Equal Employment Opportunity Programs
- Equal Employment Opportunity Contacts
- County Practices and Procedures
- Forms
- Hiring Outreach Oversight Committee
- State and Federal EEO Resources

Live Chat

CCTV

Online Payments

Jobs

County Home › Government › County Administration › Divisions › Risk Management › Equal Employment Opportunity Office

Equal Employment Opportunity Office

Overview

The Equal Employment Opportunity (EEO) Office ensures that County employees, applicants, and vendors are provided a professional environment which is free from discrimination and/or harassment. This office also ensures non-discrimination in the execution of contracts while promoting positive external customer relations.

- The goal of the EEO Office is for the County's Workforce data to reflect the diversity of the County's Census Residential Labor Force. In order to assess the diversity in County employment, we compare the labor force data (race, sex, ethnicity, and job classification) from the most recent U.S. Census Report to the County's workforce data. The County makes every effort to achieve this goal by targeting recruitment and employment efforts which result in diverse applicant pools of qualified candidates. Currently, the County's diverse workforce is the result of the leadership of the Board of Supervisors and the commitment of the County Administrator, Department Heads, managers, supervisors, employees, unions, and community groups and organizations.

- The County values the contributions of businesses in the County's Contracting Programs for construction, purchasing and professional/personal services. These efforts promote the County's commitment to ensuring full and equitable participation for County contracts by minorities, women, and other businesses. The County is dedicated to increasing the participation of Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE) and Disabled Veteran Business Enterprises (DVBE) in both Federal and State contracting and procurement.

Contact Us

Antoine J. Wilson
Equal Employment Opportunity Officer

2530 Arnold Dr.
Suite 140
Martinez, CA 94553

Ph: 925-335-1455
Fx: 925-335-1420
925-335-1421

Hours
Monday - Friday
8 a.m. - 5 p.m.

Internet | Protected Mode: Or

Screen Shot – EEO Website – SBE Programs

:A Official Website - Windows Internet Explorer

/4517/Small-Business-Enterprise-Programs

/A - Self Assessment | Business Search - Californ... | Check a License - Contrac... | UPS | Suggested Sites | Web Slice Gall

Site Tools | Share

CALIFORNIA CONTRA COSTA County

Home | Departments

Government | Doing Business | Environment | Community

Help Me Find

Good Faith Effort Documentation Booklet

Disadvantaged Business Enterprise (DBE)

Live Chat

CCTV

Online Payments

Jobs

County Home > Government > County Administration > Divisions > Risk Management > Equal Employment Opportunity Office > Equal Employment Opportunity Programs > Contracting Programs > Small Business Enterprise Programs

Small Business Enterprise Programs

Contra Costa County values the contributions of small business in the County and has developed programs to assist in the solicitation and awarding of contracts. The Board of Supervisors has adopted these programs to enable small and local businesses to compete for a share of the County's purchasing transactions.

The Board of Supervisors has set a goal of awarding at least 50% of eligible product and service dollars to small businesses. The Small Business Enterprise (SBE) Program applies to: (1) county-funded construction contracts of $175,000 or less; (2) purchasing transactions of $100,000 or less; and (3) professional/personal service contracts of $100,000 or less. Businesses included under these programs include:

- Small Business Enterprise (SBE)
- Disadvantaged Business Enterprise (DBE)
- Disabled Veteran Business Enterprise (DVBE)
- Local Business Enterprise (LBE)
- Minority Business Enterprise (MBE)
- Women Business Enterprise (WBE)

The SBE Programs objective is to have at least 50% or more of the total eligible dollar base amounts be awarded to SBEs. For Contra Costa County's Small Business Enterprise Program, a SBE is an eligible Small Business Enterprise, as defined by the California Government Code, Section 14837, Chapter 3.5 must be:

- Independently owned and operate business, which is not dominant in its field of operation
- Principal office of which is located in California
- Officers of which are domiciled in California, and which together with affiliates, has 100 or fewer employees
- Average annual gross receipts of fourteen million dollars ($14,000,000) or less over the previous three tax years, or a manufacturer with 100 or fewer employees

Internet

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 8, 2015

Subject: claims

RECOMMENDATION(S):
DENY claims filed by Shawn Marbley, and Jorge Villa. DENY Application to File Late Claim Claimant Alejandra & Daniela Rivera and William Thomas.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
*

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

Contact: Joellen Balbas
925-335-1906

cc:

Contra Costa County

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Date: December 8, 2015

Subject: Resolution recognizing Dale Barnett, National Commander of the American Legion

---

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: Lauri Byers (925) 957-8860

cc:

AGENDA ATTACHMENTS

Resolution No. 2015/462

MINUTES ATTACHMENTS

Signed Resolution No. 2015/462

The Board of Supervisors of Contra Costa County, California

In the matter of: **Resolution No. 2015/462**

Recognizing Dale Barnett, National Commander of the American Legion as he visits Post 246 in Danville, CA

Whereas, The American Legion National Commander tours the country every year starting in December to meet with local posts. The Commander starts in Hawaii then comes to California and the Bay Area each year but has never visited Department of California, District 9, Contra Costa County; and

Whereas, we welcome Dale Barnett, the first American Legion National Commander to visit Danville, CA; and

Whereas, Dale Barnett was elected national commander of the 22 million-member American Legion September 3, 2015, in Baltimore during the 97th National Convention of America's largest veterans organization; and

Whereas, as a member of American Legion Post 105 in Fayetteville, Georgia, Dale served the American Legion at every level, including Department Commander, Georgia from 2007 to 2008; after leaving the military, Barnett taught high school social studies and coached basketball, baseball and cross country, being named Creekside High School Teacher of the Year in 2005-2006 and a national board certified social studies teacher in 2003; and

Whereas, Dale Barnett served from 1990 to 1991 as the battalion executive officer of the 2nd Battalion, 18th Infantry in Operation Desert Shield and Operation Desert Storm; he has been decorated with The Legion of Merit, Bronze Star, Meritorious Service Medal, Army Commendation Medal, Army Achievement Medal, National Defense Service Medal, Southwest Asia Service medal with two Bronze Service Stars, Humanitarian Service medal, Army Service Ribbon, Overseas Service Ribbon, Kuwait Liberation Medal, Combat Infantryman Badge, Parachutist Badge and Pathfinder Badge; and

Whereas, Barnett earned an International Relations/Public Affairs degree at West Point, a Masters of Business Administration from Boston University and graduated from Command and General Staff College at Fort Leavenworth, Kansas; and

Whereas, Dale and his wife Donna, live in Douglasville, Georgia, and have five children and four grandchildren.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor and thank Dale Barnett for his visit to Contra Costa County and for his many years of dedication and service to the United States of America.

_____

JOHN GIOIA
Chair,
District I Supervisor

_____

CANDACE ANDERSEN
District II Supervisor

_____

MARY N. PIEPHO
District III Supervisor

_____

KAREN MITCHOFF
District IV Supervisor

_____

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: December 8, 2015

David J. Twa,

By: _____, Deputy

The Board of Supervisors of Contra Costa County, California

In the matter of recognizing Dale Barnett, National Commander of the American Legion as he visits Post 246 in Danville, CA

Resolution No. 2015/462

WHEREAS, The American Legion National Commander tours the country every year starting in December to meet with local posts. The Commander starts in Hawaii then comes to California and the Bay Area each year but has never visited Department of California, District 9, Contra Costa County; and

WHEREAS, we welcome Dale Barnett, the first American Legion National Commander to visit Danville, CA; and

WHEREAS, Dale Barnett was elected national commander of the 22 million-member American Legion September 3, 2015, in Baltimore during the 97th National Convention of America's largest veterans organization; and

WHEREAS, as a member of American Legion Post 105 in Fayetteville, Georgia, Dale served the American Legion at every level, including Department Commander, Georgia from 2007 to 2008; after leaving the military, Barnett taught high school social studies and coached basketball, baseball and cross country, being named Creekside High School Teacher of the Year in 2005-2006 and a national board certified social studies teacher in 2003; and

WHEREAS, Dale Barnett served from 1990 to 1991 as the battalion executive officer of the 2nd Battalion, 18th Infantry in Operation Desert Shield and Operation Desert Storm; he has been decorated with The Legion of Merit, Bronze Star, Meritorious Service Medal, Army Commendation Medal, Army Achievement Medal, National Defense Service Medal, Southwest Asia Service medal with two Bronze Service Stars, Humanitarian Service medal, Army Service Ribbon, Overseas Service Ribbon, Kuwait Liberation Medal, Combat Infantryman Badge, Parachutist Badge and Pathfinder Badge; and

WHEREAS, Barnett earned an International Relations/Public Affairs degree at West Point, a Masters of Business Administration from Boston University and graduated from Command and General Staff College at Fort Leavenworth, Kansas; and

WHEREAS, Dale and his wife Donna, live in Douglasville, Georgia, and have five children and four grandchildren.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby honor and thank Dale Barnett for his visit to Contra Costa County and for his many years of dedication and service to the United States of America.

PASSED by a unanimous vote of the Board of Supervisors members present this 8th day of December, 2015.

JOHN GIOIA
Chair,
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

MARY N. PIEPHO
District III Supervisor

KAREN MITCHOFF
District IV Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: December 8, 2015

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

By Stephanie Mello, Deputy

Contra Costa County

To: Board of Supervisors

From: Karen Mitchoff, District IV Supervisor

Date: December 8, 2015

Subject: Celebrating the 5th Annual Scare Away Hunger Event

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: Lindy Lavender
925-521-7100

cc:

AGENDA ATTACHMENTS

Resolution No. 2015/463

MINUTES ATTACHMENTS

Signed Resolution No. 2015/463

The Board of Supervisors of Contra Costa County, California

In the matter of: **Resolution No. 2015/463**

Celebrating the 5th Annual Scare Away Hunger Event.

WHEREAS, Tesoro Martinez Refinery began as the Avon Refinery in 1913, as a supplier of fuels and has continued to be a member of our community for more than 100 years; and

WHEREAS, Tesoro is committed to philanthropic investments that serve our communities needs and as such have invested in our local community in numerous ways including charitable funds and employee volunteer hours; and

WHEREAS, in partnership with the Food Bank of Contra Costa and Solono and Concord High School, Tesoro began an innovative local food-drive in which Concord High School students "trick-or-treat" for food and monetary donations for the food bank; and

WHEREAS, Tesoro sponsors this event by providing dinner to student teams, Tesoro volunteers, and matching the funds collected by students; and

WHEREAS, in its 5th year Scare Away Hunger collected more than 13,000 pounds of food and more than $5,000; and

WHEREAS, the Food Bank of Contra Costa and Solono currently serves one in eight residents and distributed approximately 20 million pounds of food last year; and

WHEREAS, this unique collaboration provides an educational engagement opportunity for youth while collecting much needed resources for the food bank and to the most vulnerable members of community.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor and congratulate Tesoro Refinery, this partnership and the 5th annual Scare Away Hunger Event.

_____
JOHN GIOIA
Chair,
District I Supervisor

_____
CANDACE ANDERSEN
District II Supervisor

_____
MARY N. PIEPHO
District III Supervisor

_____
KAREN MITCHOFF
District IV Supervisor

_____
FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: December 8, 2015

David J. Twa,

By: _____, Deputy

The Board of Supervisors of Contra Costa County, California

In the matter of celebrating the 5th Annual Scare Away Hunger Event

Resolution No. 2015/463

WHEREAS, Tesoro Martinez Refinery began as the Avon Refinery in 1913, as a supplier of fuels and has continued to be a member of our community for more than 100 years; and

WHEREAS, Tesoro is committed to philanthropic investments that serve our communities needs and as such have invested in our local community in numerous ways including charitable funds and employee volunteer hours; and

WHEREAS, in partnership with the Food Bank of Contra Costa and Solano and Concord High School, Tesoro began an innovative local food-drive in which Concord High School students "trick-or-treat" for food and monetary donations for the food bank; and

WHEREAS, Tesoro sponsors this event by providing dinner to student teams, Tesoro volunteers, and matching the funds collected by students; and

WHEREAS, in its 5th year Scare Away Hunger collected more than 13,000 pounds of food and more than $5,000; and

WHEREAS, the Food Bank of Contra Costa and Solano currently serves one in eight residents and distributed approximately 20 million pounds of food last year; and

WHEREAS, this unique collaboration provides an educational engagement opportunity for youth while collecting much needed resources for the food bank and to the most vulnerable members of community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby honor and congratulate Tesoro Refinery, this partnership and the 5th annual Scare Away Hunger Event.

PASSED by a unanimous vote of the Board of Supervisors members present this 8th day of December, 2015.

JOHN GIOIA
Chair,
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

MARY N. PIEPHO
District III Supervisor

KAREN MITCHOFF
District IV Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: December 8, 2015

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

By Stephanie Mello, Deputy

Contra Costa County

To: Board of Supervisors

From: Federal D. Glover, District V Supervisor

Date: December 8, 2015

Subject: Re-Appoint Theresa Kula to the Economic Opportunity Council

RECOMMENDATION(S):
RE-APPOINT the following individual to the District V Public Sector Seat on the Economic Opportunity Council to a term expiring June 30, 2017, as recommended by Supervisor Federal D. Glover:

Theresa Kula
828 E 11th Street
Pittsburg, CA 94565

FISCAL IMPACT:
None.

BACKGROUND:
The Economic Opportunity Council duties and responsibilities include: To participate in, and advise the Board of Supervisors regarding the selection of the Director. To exercise all powers delegated to it by the Board of Supervisors. To hold public hearings to determine overall program goals for the EOC. To review fiscal and programmatic reports submitted by staff and the performance of Community Services Block Grant.

CONSEQUENCE OF NEGATIVE ACTION:
Position would remain vacant.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Vincent Manuel, (925) 335-8200

cc:

CHILDREN'S IMPACT STATEMENT:

None.

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 8, 2015

Subject: Appointment to the Advisory Council on Aging

RECOMMENDATION(S):
APPOINT Grayce Smith to the Oakley Local Committee Seat on the Advisory Council on Aging as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:
Not applicable.

BACKGROUND:
Ms. Smith's term will end September 30, 2018. Her address is 110 Zartop Street, Oakley, CA 94561. Ms. Smith fills a vacant Local Committee Seat.

The Advisory Council on Aging (Council) provides a means for countywide planning, cooperation, and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of the County. The Council provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging.

CONSEQUENCE OF NEGATIVE ACTION:
The Advisory Council on Aging may not be able to conduct routine business.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Elaine Burres, 313-1717

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 8, 2015

Subject: APPOINT in lieu of election nominees to Board of Trustees Reclamation District No. 2059

RECOMMENDATION(S):
APPOINT in lieu of election Michael Craig and James Folsom to fill the offices of District Trustees for Reclamation District No. 2059, Bradford Island, each office having a term of four years commencing December 1, 2015 and terminating November 30, 2019.

FISCAL IMPACT:
None

BACKGROUND:
The Board of Supervisors on November 19, 2015 received correspondence which is attached from Angelia Tant, District Secretary for Reclamation District No. 2059 respectfully requesting appointment by the Supervisors to the Board of Trustees to the District in lieu of elections. Reclamation District No. 2059 (Bradford Island) accepted nominees for three (3) District Trustee positions, which were to be filled by District election scheduled for December 1, 2015. The nomination period close at 5:00 p.m. on October 8, 2015, in accordance with the Reclamation District election procedures set forth in Water Code section 50731.5.

At the close of the nomination period, there were three (3) candidates nominated:

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Jami Napier, 925 335-1908

cc:

BACKGROUND: (CONT'D)

Michael Craig, James Folsom and Cate Kuhne. At the District's regular meeting held November 3, 2015, Nominee Cate Kuhne withdrew from the election, leaving two candidates to fill two available Trustee seats. As a result, pursuant to Water Code sections 50740—50742, the District shall not hold an election, and the Board of Supervisors is requested to appoint the remaining Nominees to fill the Trustees positions.

Reclamation District 2059 requests that the Contra Costa County Board of Supervisors appoint Michael Craig and James Folsom to fill the offices of District Trustees, each office having a term of four (4) years to commence December 1, 2015 and to terminate November 30, 2019.

ATTACHMENTS

Reclamation District 2059

RECEIVED
NOV 09 2015
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

Board of Supervisors
County of Contra Costa
651 Pine St.
Room 107
Martinez, CA 94553
Attn: Clerk of the Board

November 4, 2015

Re: Appointment of Individuals to Board of Trustees of Reclamation District No. 2059, Bradford Island

Dear Honorable Members of the Board of Supervisors,

Reclamation District No. 2059 (Bradford Island) accepted nominees for three (3) District Trustee positions, which were to be filled by District election scheduled for December 1, 2015. The nomination period closed at 5:00 p.m. on October 8, 2015, in accordance with the Reclamation District election procedures set forth in Water Code section 50731.5.

At the close of the nomination period, there were three (3) candidates nominated: Michael Craig, James Folsom and Cate Kuhne. At the District's regular meeting held November 3, 2015, Nominee Cate Kuhne withdrew from the election, leaving two candidates to fill two available Trustee seats. As a result, pursuant to Water Code sections 50740—50742, the District shall not hold an election, and the Board of Supervisors shall appoint the remaining Nominees to fill the Trustees positions at the Board of Supervisor's next regular meeting.

Reclamation District 2059 hereby requests that the Contra Costa County Board of Supervisors appoint Michael Craig and James Folsom to fill the offices of District Trustees, each office having a term of four (4) years to commence December 1, 2015 and to terminate November 30, 2019. Due to the fact that Trustee's terms commence December 1, the District respectfully requests that the matter be considered at the November 17, 2015 meeting. A sample Resolution is enclosed for your convenience.

Should you have any questions, District legal counsel, Mia Brown, may be contacted at (209) 481-1548. If staff in the Clerk's office could contact me at (925) 209-5480 to confirm that the matter will be considered by the Board of Supervisors at the November 17 meeting I would appreciate it, as the District will have to publish notice of the appointments in the newspaper one week in advance.

Sincerely,

RECLAMATION DISTRICT NO. 2059
Angelia Tant, District Secretary

Enclosure

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Medical Staff Appointments and Reappointments – November 2015

RECOMMENDATION(S):
Approve the appointments, reappointments, privileges, advancements, department changes, voluntary resignations and updated OB/GYN privileges as recommend by the Medical Staff Executive Committee, at their November 16th meeting, and by the Health Services Director.

FISCAL IMPACT:
Not applicable.

BACKGROUND:
The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member will be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, Contra Costa Regional Medical Center and the Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with the Joint Commission on Accreditation of Healthcare Organizations.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Anna Roth, 370-5101

cc: T Scott , M Wilhelm, Sana Salman

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

OB-GYN privledges

Attachment

Contra Costa Regional Medical Center
Ob/Gyn Privileges Request Form

Practitioner Name: _____

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision C= With Consultation U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
		Obstetrics and Gynecology							
ANE CC DEN DIA EME FAM GER HOSP MED OBG PED SGN	ANE 3	**Moderate (Conscious) Sedation*** Does **NOT** include use of ketamine or propofol.	D	CA Lic.	N/A	N/A			
			C	CA Lic. and Airway Mgmt. skills (ANE11 or inservice)	10	1 case in last 2 yrs.			
			U		15	5 cases in last 2 yrs.			
ANE DEN OBG SGN	ANE 5	Nitrous Oxide.	D	CA Lic or DDS or DMD	N/A	N/A			
			C	CA Lic or DDS or DMD	5	N/A			
			U	CA Lic or DDS or DMD	10	2 cases or orientation in last 2 yrs.			
ANE CC EME HOSP IM PED OBG SGN	ANE 11	**Endotracheal Intubation***	D	CA Lic.	N/A	N/A			
			U	CA Lic.	10	2 cases in last 4 yrs.			
OBG	MED 12	Rigid Sigmoidoscopy.	D	CA Lic.	N/A	N/A			
			U	CA Lic.	3	N/A			

*** Separate proctoring required**

Contra Costa Regional Medical Center
Ob/Gyn Privileges Request Form

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision C= With Consultation U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
FAM OBG	OBG 1	Outpatient Management of Low Risk Prenatal Patients.	C	CA Lic.	N/A	N/A			
			U	CA Lic.	30	10 cases in last 4 yrs. or completion of Planned Parenthood Prenatal Privileging			
FAM OBG	OBG 2	Outpatient Management of High Risk Prenatal Patients.	C	CA Lic. & U OBG 1	N/A	N/A			
			U	CA Lic. & U OBG 1	30	10 cases in last 4 yrs.			
OBG	OBG 3	Outpatient Management of Routine Gynecological Problems, such as vaginitis, contraception, pelvic pain, uterine bleeding and management of most complex gynecological problems such as ectopic, adnexal mall, severe PID, Mole, etc. (For OB specialists w/o General Medicine Training).	C	CA Lic.	N/A	N/A			
			U	CA Lic.	30	10 cases in last 2 yrs.			
FAM OBG	OBG 4	Antepartum, Intrapartum and Postpartum management of Pregnancy with minor complications (such as mild pre-eclampsia, prior cesarean section), Uncomplicated Vaginal Delivery (such as amniotomy, episiotomy, second degree laceration repair and manual removal of placenta), and Initial Newborn Orders	D	CA Lic. Recommend NRP certification	30	N/A			
			U	FP or OB Recommend NRP certification	50	8 cases in last 2 yrs.			
FAM OBG	OBG 5	Antepartum Fetal Heart Rate Monitoring.	D	CA Lic.	N/A	N/A			
			U	CA Lic.	30	8 cases in last 4 yrs.			

*** Separate proctoring required**

Contra Costa Regional Medical Center
Ob/Gyn Privileges Request Form

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision C= With Consultation U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
FAM HOSP OBG	OBG 6	Basic 3rd Trimester Obstetrical Ultrasound Including: Viability, Placenta Location, Fetal Number, and Amniotic Fluid Assessment, EFW, and Cervical Length	D	CA Lic.	N/A	N/A			
			U	CA Lic.	10	4 cases in last 2 yrs.			
OBG	OBG 7	Amniocentesis	D	FP or OB/GYN	N/A	N/A			
			U	FP or OB/GYN	6	1 case in last 2 yrs. or inservice			
OBG	OBG 8	External Version	D	FP or OB/GYN	N/A	N/A			
			U	FP or OB/GYN	6	1 case in last 2 yrs. or inservice			
FAM OBG	OBG 9	Induction or Augmentation of Labor.	C	CA Lic.	N/A	N/A			
			U	CA Lic.	10	1 case in last 2 yrs.			
FAM OBG	OBG 10	Repair of 3rd Degree, 4th Degree, or Cervical Lacerations	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN	10	N/A			
			U	FP or OB/GYN	15	2 cases in last 2 yrs.			

*** Separate proctoring required**

Contra Costa Regional Medical Center
Ob/Gyn Privileges Request Form

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision C= With Consultation U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
FAM OBG	OBG 11	**Vacuum-Assisted Delivery***	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN	10	N/A			
			U	FP or OB/GYN	20	2 cases or ALSO course in last 2 yrs.			
OBG	OBG 12	**Forceps Assisted Delivery***	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN	10	N/A			
			U	FP or OB/GYN	20	2 cases or ALSO course in last 2 yrs.			
OBG	OBG 14	**Cesarean Section, Repair of Uterine Laceration***	D	FP or OB/GYN	15	N/A			
			C	FP or OB/GYN	30	N/A			
			U	FP or OB/GYN	50	8 cases in last 2 yrs.			
OBG	OBG 15	Postpartum Tubal Ligation, or Mini Laparotomy Tubal Ligation, including Umbilical Hernia repair when appropriate (without mesh)	D	FP or OB/GYN	10	N/A			
			C	FP or OB/GYN	15	N/A			
			U	FP or OB/GYN	20	4 cases in last 2 yrs.			

*** Separate proctoring required**

Contra Costa Regional Medical Center
Ob/Gyn Privileges Request Form

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision C= With Consultation U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
OBG	OBG 17	Intrapartum Management of Multiple Pregnancy	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN & "U" OBG14	5	N/A			
			U	FP or OB/GYN & "U" OBG14	10	2 cases in last 2 yrs.			
FAM HOSP OBG	OBG 18	Nexplanon Insertion and Removal.	U	CA Lic. and Company Training	N/A	N/A			
FAM HOSP OBG	OBG 19	IUD Insertion.	D	CA Lic.	N/A	N/A			
			U	CA Lic.	5	N/A			
FAM HOSP OBG	OBG 19A	Suction Endometrial Biopsy Hysterosalpingogram and Sono Hysterogram (insertion of catheter only)	D	CA Lic.	N/A	N/A			
			U	CA Lic.	5	1 case in last 2 yrs.			
OBG	OBG 19B	Colposcopy, Cervical Biopsy and Endocervical Curettage.	D	CA Lic.	N/A	N/A			
			U	CA Lic.	50 cases or 30 cases with formal course	5 cases in last 2 yrs.			
				OB/GYN	N/A	5 cases in last 2 yrs.			

*** Separate proctoring required**

Contra Costa Regional Medical Center
Ob/Gyn Privileges Request Form

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision C= With Consultation U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
OBG	OBG 22	Diagnostic D&C, incomplete or missed Abortion, D&C for retained placenta postpartum, and endometrial ablation	D	CA Lic.	N/A	N/A			
			C	CA Lic.	10	N/A			
			U	CA Lic.	20	1 case in last 4 yrs.			
OBG	OBG 23	**Abortion First Trimester***	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN	10	N/A			
			U	FP or OB/Gyn & "U" OBG 22	20	4 cases in last 2 yrs.			
OBG	OBG 24	**Abortion Second Trimester***	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN	20	N/A			
			U	FP or OB/GYN	30	4 cases in last 2 yrs.			
OBG	OBG 25	**Laparotomy for Ectopic Pregnancy, Salpingoophorectomy, Abdominal Hysterectomy, Cesarean Hysterectomy, Myomectomy, Repair of Bladder Rent, Lymphadenectomy, Appendectomy, Incisional Hernia Repair, Umbilical Hernia Repair, etc.***	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN	20	N/A			
			U	FP or OB/GYN	30	8 cases in last 2 yrs.			

*** Separate proctoring required**

Contra Costa Regional Medical Center
Ob/Gyn Privileges Request Form

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision C= With Consultation U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
OBG	OBG 26	Incision and Drainage Vaginal or Vulvar Abscess or Cyst, Hymenotomy, Colpotomy, Bartholin's Gland Cystectomy, Vaginal Septum Repair, Partial Vulvectomy, Cervical Cerclage and Culdocentesis, etc.	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN	5	N/A			
			U	FP or OB/GYN	10	1 case in last 2 yrs.			
OBG	OBG 27	Cervical Cone Biopsy and, LEEP	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN	5	N/A			
			U	FP or OB/GYN	10	4 cases in last 2 yrs.			
OBG	OBG 28	**Basic Laparoscopy (Diagnostic, Sterilization, Lysis of Adhesions)***	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN	20	N/A			
			U	FP or OB /GYN &"U" OBG 25	30	6 cases in last 2 yrs.			
OBG	OBG 29A	Diagnostic Hysteroscopy • For Diagnosis or • Lysis of Adhesion or • Removal of Foreign Body	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN	5	2 cases in last 2 yrs.			
			U	FP or OB/GYN	10	2 cases in last 2 yrs.			
OBG	OBG 29B	**Operative Hysteroscopy***	D	FP or OB/GYN	N/A	N/A			
		• Myomectomy • Polypectomy • Removal of Uterine Septum • Etc.	C	OBG 29A	5	2 cases in last 2 yrs.			
			U	OBG 29A	10	2 cases in last 2 yrs.			

*** Separate proctoring required**

Contra Costa Regional Medical Center
Ob/Gyn Privileges Request Form

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision C= With Consultation U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
OBG	OBG 30	**Laproscopic Assisted Vaginal Hysterectomy**	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN	20	N/A			
			U	FP or OB/GYN	30	2 cases in last 2 yrs.			
OBG	OBG 32	**Advanced Laparoscopy (Cystectomy, Salpingoophorectomy, Appendectomy, Hysterectomy)***	D	FP or OB/GYN	N/A	N/A			
			C	"U" Privileges in OB /GYN 25 and 28	10	N/A			
			U	"U" Privileges in OB /GYN 25 and 28	20	8 cases in last 2 yrs.			
OBG	OBG 33	Laser used for treatment of lower female genital tract	D	FP or OB/GYN	N/A	N/A			
			C	FP or OB/GYN & Laser Training or Laser Training During Residency	5	N/A			
			U	FP or OB/GYN & Laser Training or Laser Training During Residency	10	1 case in last 2 yrs.			
FAM HOSP OBG	OBG 34	Caring for and Discharging uncomplicated Post Partum Patients (for providers w/o delivery privileges).	C	CA Lic.	N/A	N/A			
			U	FP or OB	N/A	20 cases in last 2 yrs.			
				CA Lic.	50	20 cases in last 2 yrs.			

*** Separate proctoring required**

Contra Costa Regional Medical Center
Ob/Gyn Privileges Request Form

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision C= With Consultation U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
FAM HOSP OBG	OBG 35	Basic 1st and 2nd Trimester Ultrasound for Dating, Viability, and Location of Pregnancy.	D	CA Lic. and 4 hrs. training in residency or ultrasound course	N/A	N/A			
			C		10	2 cases in last 2 yrs.			
			U		20	8 cases in last 2 yrs.			
OBG	OBG 36	Outpatient Care of Women over 12 yrs. Old including Health Care Maintenance (For OB/GYN Staff without General Outpatient Privileges MED1 & MED2).	C	FP or OB/GYN	N/A	N/A			
			U	FP or OB/GYN	N/A	1 yr. in last 4 yrs. and 20 hrs of Primary Care CME in last 2 yrs.			
OBG	OBG 37	**Basic Urogynecology*:** Including transvaginal and transobdurator suburethral slings; repair of cystocele, rectocele, and entercele; perineoplasty; retropubic urethropexy; and LeForte colopocleisis	D	FP or OB/GYN	N/A	N/A			
			U	FP or OB/GYN	10	4 cases in last 2 yrs.			
OBG	OBG 38	**Advanced Urogynecology*:** Including sacral spinous fixation, repeat repairs of vaginal prolapse, use of mesh or other grafts, abdominal sacrocolpoplexy, rectovaginal or vesiculovaginal fistulas, etc.	D	FP or OB/GYN	N/A	N/A			
			U	OB/GYN	20 or female pelvic med. & reconstructive surg. or urogynecology & pelvic reconstructive surg. Fellowship	6 cases in last 2 yrs.			

*** Separate proctoring required**

Contra Costa Regional Medical Center
Ob/Gyn Privileges Request Form

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision C= With Consultation U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
OBG	OBG 39	Small and Large Bowel Surgery	D	FP or Surg	N/A	N/A			
			C	FP, Surg, or OB/GYN	5	2 cases in last 2 yrs.			
			U	SURG or OB/GYN	10	6 cases in last 2 yrs.			
OBG	OBG 40	Essure Privileges	D	FP or OB/GYN	Essure Training Course or Equiv.	N/A			
			U	FP or OB/GYN	3 cases, Essure Training Course, & OBG 29A	1 case in last 2 yrs.			
				FP or OB/GYN	Essure Training Course, & OBG 29B	1 cases in last 2 yrs.			
OBG	OBG 43	Bedside Testing in OB/GYN (POCT): KOH & Saline Prep, Vaginal pH, Fern Test & Amniotest, Pregnancy Test & Urine Dipstick.	U	CA Lic.	10	N/A			
FAM HOSP OBG SGN	SGN 1	Surgical Assisting.	U	CA Lic.	20	N/A			
FAM HOSP IM OBG PATH SGN	SGN 7	FNA - Fine Needle Aspiration.	D	CA Lic.	N/A	N/A			
			U	CA Lic.	5	2 cases in last 4 yrs.			
FAM HOSP IM OBG PATH SGN	SGN 26	Core Needle Biopsy.	D	CA Lic.	N/A	N/A			
			U	CA Lic.	5 biopsies	2 cases in last 4 yrs.			

*** Separate proctoring required**

Contra Costa Regional Medical Center
Ob/Gyn Privileges Request Form

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision C= With Consultation U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
OBG SUR	SUR 6	**Cystoscopy***	D	FP, OB or SURG	N/A	N/A			
			C	FP, OB or SURG	10	N/A			
			U	FP, OB or SURG	10	4 cases in last 2 yrs.			

I certify that I have reviewed the Contra Costa Regional Medical Center Privilege Criteria, and that I meet the specified criteria for education/training, experience, and current competence for the privileges that I have indicated above.

_____ _____

Signature of Requesting Practitioner Date

_____ _____

Signature of Department Chairperson Date

*** Separate proctoring required**

A. New Medical Staff Members

Sara Abdijadid, DO	Psychiatry/Psychology
Joachim Raese, MD	Psychiatry/Psychology
Selamawit Tarekegn, MD	Hospitalist

B. New Teleradiologist Staff Members

James Fernandez, MD

C. Application for Moonlighting Privileges

Christy Martinez, MD	Family Medicine

D. Request for Additional Privileges

Brenda Reilly, MD	Emergency Medicine
Paul Manaut, NP	Family Medicine
Gina Medina, FNP	Family Medicine
Brandon Vance, MD	Psychiatry/Psychology

E. Request to change Primary Department

	Original Department	Requesting Department
Lawrence Burchett, MD	Family Medicine	Obstetrics & Gynecology

F. Advance to Non-Provisional

Hala Abdelaziz, MD	Pathology	A
Ashley Ballard, DO	Hospitalist	A
Urmila Bajpai-Pillai, MD	Internal Medicine	A
Alice Del Rosario, MD	Psychiatry/Psychology	C
Maura Daly, LM	Obstetrics & Gynecology	Aff
Alexandra Duque-Silva, MD	Pediatrics	A
Nikki Ha, NP	Family Medicine	Aff
Anita Heart, MD	Family Medicine	A
Jessica Kim, MD	Hospitalist	A
Diane Kwan, MD	Surgery	C
Sara Richey, MD	Family Medicine	A
Emma Swan, MD	Hospitalist	A
Lawrence Thompson, MD	Pathology	C
Ian Wallace, MD	Family Medicine	A
Takenori Watanabe, MD	Family Medicine	A
Katherine Winter, MD	Hospitalist	A
Sonya Wyrobek, RN, CNM	Obstetrics & Gynecology	Aff

G. Biennial Reappointments

Victoria Agnost, MD	Pediatrics	A
Hugo Altamirono, MD	Anesthesia	C
Michael Baker, MD	Surgery	A
Margarita Berrios, MD	Pediatrics	A
Jafar Bozorgmehr, MD	Psychiatry/Psychology	C

Lawrence Burchett, MD	Obstetrics & Gynecology	C
Doreen Fukushima, MD	Psychiatry/Psychology	C
Kimberley Haglund, MD	Hospitalist	A
David Hearst, MD	Family Medicine	A
Stephen Kalkstein, MD	Family Medicine	C
Ronald Leon, MD	Psychiatry/Psychology	C
Michael Levin, MD	Psychiatry/Psychology	A
David Marinoff, MD	Obstetrics & Gynecology	C
Daniel May, MD	Psychiatry/Psychology	C
Thomas McCoy, MD	Emergency Med	A
David Pepper, MD	Family Medicine	A
Lisa Rodelo, MD	Obstetrics & Gynecology	A
Joan Roux, MD	Pediatrics	C
Brian Thomas, MD	Psychiatry/Psychology	A
Priyanka Tulshia, MD	Hospitalist	C
Dawn Wadle, MD	Family Medicine	A

H. Biennial Renew of Privileges

Heather Cedermaz, NP	Family Medicine
Catherine Kissinger, NP	Family Medicine
Chere Sealey, NP	Family Medicine
Cynthia Williams, CNM	Obstetrics & Gynecology

J. Voluntary Resignations

Karl Adler, MD	Psychiatry/Psychology
Dan Barrett, DO	Psychiatry/Psychology
Sara Chan, DDS	Dental
Kulmeet Dang, MD	Emergency Medicine
Robert Davies, MD	Internal Medicine
David Gurley, MD	Emergency Medicine
Larry Kean, MD	Psychiatry/Psychology
Benjamin Ordaz, MD	Family Medicine
Shobha Sharma, DO	Internal Medicine
David Solomon, MD	Family Medicine

Contra Costa County

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Date: December 8, 2015

Subject: Appropriation Adjustment - 2015 Emergency Management Performance Grant

RECOMMENDATION(S):
APPROVE Appropriations and Revenue Adjustment No. 5024 authorizing new revenue in the Sheriff's Office (0362) in the amount of $352,682 from the California Emergency Management Agency (CalEMA), 2015 Emergency Management Performance Grant and appropriating it to sustain and enhance all-hazards emergency management capabilities within the County.

FISCAL IMPACT:
This action increases revenue and appropriations by $352,682.

BACKGROUND:
The Operational Area of Contra Costa County has received Emergency Management Performance Grant (EMPG) funds from the California Office of Emergency Services (CalOES) for several years. The continuation of this program is critical to maintaining the quality and quantity of emergency management programs provided within the County. This funding will allow for enhanced coordination and communication among the disciplines within the Operational Area to maximize protective actions, emergency preparedness, and the effective response to emergencies and disasters.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

Contact: Liz Arbuckle, (925) 335-1529

cc: Liz Arbuckle, Heike Anderson, Tim Ewell

CONSEQUENCE OF NEGATIVE ACTION:

The appropriations and revenue adjustments will not be approved to recognize new revenue.

CHILDREN'S IMPACT STATEMENT:

No impact.

AGENDA ATTACHMENTS

Appropriation and Revenue Adjustment No. 5024

MINUTES ATTACHMENTS

Signed: Appropriation and Revenue Adjustment No. 5024

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY
FINAL APPROVAL NEEDED BY:
[X] BOARD OF SUPERVISORS
[ ] COUNTY ADMINISTRATOR

ACCOUNT CODING — BUDGET UNIT: Sheriff's Office (0362)

ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
3623	1014	PERMANENT OVERTIME			180,000	00
3623	2110	COMMUNICATIONS			3,700	00
3623	2131	MINOR FURNITURE/EQUIPMENT			51,482	00
3623	2310	NON CNTY PROF SPCLZD SVCS			68,400	00
3623	2479	OTHER SPECIAL DPMTAL EXP			49,100	00
		TOTALS			352,682	00

APPROVED

AUDITOR-CONTROLLER:

BY: [signature] DATE 11/24/15

COUNTY ADMINISTRATOR:

BY: [signature] DATE 11/30/15

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

(M129 Rev 2/86)

EXPLANATION OF REQUEST

To appropriate 2015 Emergency Management Performance Grant.

[signature] Fiscal Officer 11/19/2015
SIGNATURE TITLE DATE

APPROPRIATION APOO 5024
ADJ. JOURNAL NO.

CONTRA COSTA COUNTY

ESTIMATED REVENUE ADJUSTMENT

T/C 24

ACCOUNT CODING		BUDGET UNIT: (0362) Sheriff's Office				
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>	
3623	9340	ST AID FOR CIVIL DEFENSE	352,682	00		
		TOTALS	352,682	00	0	00

APPROVED

AUDITOR-CONTROLLER:

BY: [signature] DATE 11/24/15

COUNTY ADMINISTRATOR:

BY: [signature] DATE 11/30/15

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

(M 8134 Rev. 2/86)

EXPLANATION OF REQUEST

To appropriate new revenue for 2015 Emergency Management Performance Grant.

[signature] Fiscal Officer 11/19/2015

SIGNATURE TITLE DATE

REVENUE ADJ. JOURNAL NO. RAOO 5024

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY
FINAL APPROVAL NEEDED BY:
[X] BOARD OF SUPERVISORS
[ ] COUNTY ADMINISTRATOR

BUDGET UNIT: Sheriff's Office (0362)

ACCOUNT CODING ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
3623	1014	PERMANENT OVERTIME			180,000	00
3623	2110	COMMUNICATIONS			3,700	00
3623	2131	MINOR FURNITURE/EQUIPMENT			51,482	00
3623	2310	NON CNTY PROF SPCLZD SVCS			68,400	00
3623	2479	OTHER SPECIAL DPMTAL EXP			49,100	00
		TOTALS			352,682	00

APPROVED

AUDITOR-CONTROLLER:
BY: [signature] DATE 11/24/15

COUNTY ADMINISTRATOR:
BY: [signature] DATE 11/30/15

BOARD OF SUPERVISORS:

YES:
Gioia, Andersen, Piepho, Mitchoff, Glover

NO:
None

BY: Stacey M Boyd DATE 12/8/15

(M129 Rev 2/86)

EXPLANATION OF REQUEST

To appropriate 2015 Emergency Management Performance Grant.

[signature] Fiscal Officer 11/19/2015
SIGNATURE TITLE DATE

APPROPRIATION APOO 5024
ADJ. JOURNAL NO.

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT
T/C 24

ACCOUNT CODING — BUDGET UNIT: (0362) Sheriff's Office

ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>	
3623	9340	ST AID FOR CIVIL DEFENSE	352,682	00		
		TOTALS	352,682	00	0	00

APPROVED

AUDITOR-CONTROLLER:

BY: [signature] DATE 11/24/15

COUNTY ADMINISTRATOR:

BY: [signature] DATE 11/30/15

BOARD OF SUPERVISORS:

YES:
Gioia, Andersen, Piepho, Mitchoff, Glover

NO:
None

BY: Stacey M Boyd DATE 12/8/15

(M 8134 Rev. 2/86)

EXPLANATION OF REQUEST

To appropriate new revenue for 2015 Emergency Management Performance Grant.

[signature] Fiscal Officer 11/19/2015
SIGNATURE TITLE DATE

REVENUE ADJ. JOURNAL NO. RAOO 5024

Contra Costa County

To: Board of Supervisors

From: LEGISLATION COMMITTEE

Date: December 8, 2015

Subject: Contra Costa County-Sponsored Bill Proposal for 2016: Disability Retirement for Non-Safety Employees

RECOMMENDATION(S):
SUPPORT the recommendation from the Legislation Committee to sponsor a bill in 2016 to ensure that both current Contra Costa County and dependent special district non-safety employees and new non-safety employees continue to receive the same disability retirement benefit.

FISCAL IMPACT:
There is no additional fiscal impact to the County from sponsoring this bill, as the County's legislative advocate receives a fixed monthly retainer.

BACKGROUND:
At its November 16, 2015 meeting, the Legislation Committee reviewed the Draft 2016 State Platform, which included a County-sponsored bill proposal from staff related to disability retirement provisions for non-safety employees. Given the more compressed schedule for the second year of a legislative session, which 2016 is, the Legislation Committee directed staff to propose Board of Supervisors support for the sponsored bill proposal prior to January 2016, when the Board of Supervisors would normally consider the adoption of the 2016 State Platform. Therefore, this item is presented for Board of Supervisors consideration and support today.

☑ APPROVE ☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☑ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: L. DeLaney, 925-335-1097

cc: County Counsel

BACKGROUND: (CONT'D)

BACKGROUND

Over thirty years ago, Contra Costa County-specific legislation was passed to establish a more economical disability retirement benefit for Contra Costa County's Retirement Tier Two (1.13%@55) for non-safety employees. (*Government Code sections 31720.1, 31727.01, and 31870.3.*) Tier Two was closed to new members in 2002. (*Resolution 2002/608*).

In 1998, County-specific legislation was passed to establish new Contra Costa County Retirement Tier Three (2%@55) for non-safety employees. (*Government Code section 31755.*) Tier Three expressly incorporated the same disability retirement benefit applicable to Tier Two employees. (*Government Code section 31755, subsections (e) and (h), incorporating Government Code sections 31720.1 and 31727.01, and 31870.3.*)

This thirty year old, County-specific, more economical disability retirement benefit continues to apply to current County employees in Tier Three and to new hires with reciprocity. (*Government Code section 31755.*)

The Public Employees Pension Reform Act (PEPRA) does not address disability retirement benefits.

Through adopted Memoranda of Understanding (MOUs), the County and its recognized employee organizations have all agreed that the disability standard and disability retirement benefit applicable to Tier Three should also apply to new hires who enter the County's and dependent special districts' PEPRA non-safety tier (1%@67.) Furthermore, MOU provisions state that the County and its recognized employee organizations have agreed to jointly seek County-specific legislation to clarify that the current Tier Three disability provisions apply to the PEPRA non-safety tier.

This bill will ensure that both current Contra Costa County and dependent special district employees and new hires continue to receive the same disability retirement benefit, as provided in Government Code sections 31720.1, 31727.01, 31755, and 31870.3.

This bill does <u>not</u> apply to safety employees.

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 8, 2015

Subject: Add one Administrative Aide, one Community & Media Relations Specialist positions;cancel one Account Clerk Exp and one Social Worker position in EHSD

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21740 to add one (1) Administrative Aide-Deep Class (AP7A) (represented) full time position at Salary Plan and Grade B85 0972 ($2,915-$4,522) and add one (1) Community and Media Relations Specialist (APTC) (represented) position at Salary Plan and Grade QS5 1511 ($4,969-$6,040) and cancel one (1) Account Clerk-Experienced Level (JDVC) (represented) (position #12881) position at Salary Plan and Grade 3RH 0755 ($3,070-$3,806) and cancel one (1) Social Worker (X0VC) (represented) (position #4940) position at Salary Plan and Grade 255 1434 ($4,604-$5,596) in the Employment and Human Services Department, Administrative Services Bureau.

FISCAL IMPACT:

Upon approval of these positions, there is an increased annual personnel expense of $3,549. This position will be funded 45% Federal revenue, 45% State revenue, and 10% County cost. The annual pension cost is approximately $26,196.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Holly Trieu 3-1560

cc: EHSD, Human Resources, Human Resources, Otilia Parra

BACKGROUND:

In May 2015 EHSD created a Community Relations unit within the Administration Bureau for purpose of initiating an unprecedented outreach and education services on CalFresh, Medi-Cal, and Affordable Care Act for the general public. This requires close coordination with community based organizations, advocacy groups, legal interest groups and government service partners such as law enforcement, health, mental health, etc.

In order to ensure appropriate communications with community services and other governmental agencies, the Community Relations unit is tasked with maintaining outreach and access opportunities to all segments of our county. This includes but is not limited to outreach to multi-cultural diverse, bilingual, disabled and impaired populations.

Currently a lack of staff limits EHSD's ability to promote Contra Costa County services through positive stories and direct community outreach. The newly created EHSD Community Relations unit requires a skilled, team effort, which will include (1) Community and Media Relations Specialist, and (1) Administrative Aide. Community Relations unit is currently working with community partners on outreach programs including literacy and CalFresh. The Community and Media Relations Specialist will assist the EHSD Division Manager with sending news releases directly to television, radio and newspaper outlets; provide content to websites, blogs and social media sites; as well as strengthen Contra Costa EHSD's presence on Facebook, Twitter and Instagram; prepare and update mandatory client videos and materials. The Administrative Aide will analyze effective website and social media practices, assist with identifying and gathering social medical content. In addition the Administrative Aide will outreach and recruit EHSD volunteers to sufficiently staff Education and Outreach/Speakers' Bureau events, and assist with department's social media outreach efforts and assist with social media posts.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Community Relations and Media Specialist and the Administrative Aide, the Community Relations unit will be unable to expand the scope of community education and outreach, and collaborate with other County Agencies and our community partners.

CHILDREN'S IMPACT STATEMENT:

No impact.

AGENDA ATTACHMENTS

P-300 #21740

MINUTES ATTACHMENTS

Signed P300 21740

POSITION ADJUSTMENT REQUEST

NO. 21740
DATE 9/1/2015

Department Employment & Human Services — Department No./ Budget Unit No. 0501 Org No. 5101 Agency No. A19

Action Requested: Cancel one Account Clerk-Experenced Level position (JDVC)(position #12881) and cancel one Social Worker position (XOVC) (position #4940) and add one Administrative Aide-Deep Class (AP7A) and add one Community Relations and Media Specialist (APTC) position.

Proposed Effective Date: 9/22/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$3,549.00	Net County Cost	$355.00
Total this FY	$2,661.00	N.C.C. this FY	$266.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Federal 45%, State 45%, County 10%

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Holly Trieu 3-1560
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan — 9/3/15
Deputy County Administrator — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 10/29/2015

Add one Administrative Aide-Deep Class (AP7A) (represented) position at Salary Plan and Grade B85 0972 ($2915-$4522) and add one Community and Media Relations Specialist (APTC) (represented) position at Salary Plan and Grade QS5 1511 ($4969-$6040); and cancel one Account Clerk-Experienced Level (JDVC) (represented) (position #12881) position and cancel one Social Worker (X0VC) (represented) (position #4940) position

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

Otilia Parra
(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 11/24/2015

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Dorothy Sansoe
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____ Date 11/24/2015 No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
   Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost

   a. Salary & Benefits Costs: _____
   b. Support Costs: _____
      (services, supplies, equipment, etc.)
   c. Less revenue or expenditure: _____
   d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
   a. potential future costs
   b. legal implications
   c. financial implications
   d. political implications
   e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
   - ☐ a. Competitive examination(s)
   - ☐ b. Existing employment list(s) Which one(s)? _____
   - ☐ c. Direct appointment of:
     - ☐ 1. Merit System employee who will be placed on leave from current job
     - ☐ 2. Non-County employee

   Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

C.16

POSITION ADJUSTMENT REQUEST

NO. 21740
DATE 9/1/2015

Department Employment & Human Services

Department No./
Budget Unit No. 0501 Org No. 5101 Agency No. A19

Action Requested: Cancel one Account Clerk-Experenced Level position (JDVC)(position #12881) and cancel one Social Worker position (XOVC) (position #4940) and add one Administrative Aide-Deep Class (AP7A) and add one Community Relations and Media Specialist (APTC) position.

Proposed Effective Date: 9/22/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $3,549.00 Net County Cost $355.00

Total this FY $2,661.00 N.C.C. this FY $266.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Federal 45%, State 45%, County 10%

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Holly Trieu 3-1560

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan 9/3/15

Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 10/29/2015

Add one Administrative Aide-Deep Class (AP7A) (represented) position at Salary Plan and Grade B85 0972 ($2915-$4522) and add one Community and Media Relations Specialist (APTC) (represented) position at Salary Plan and Grade QS5 1511 ($4969-$6040); and cancel one Account Clerk-Experienced Level (JDVC) (represented) (position #12881) position and cancel one Social Worker (X0VC) (represented) (position #4940) position

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

Otilia Parra

(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 11/24/2015

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ■ ~~DISAPPROVED ☐~~

DATE December 8 2015

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

BY Jane McKeen

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: ADD (1) Senior Buyer Position and CANCEL (1) Buyer II position in the Public Works Department.

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21777 to add one (1) full-time Senior Buyer (STTB) (represented) position at salary plan and grade ZB5 1631 ($5,595 - $6,801) and cancel one (1) full-time Buyer II (STTA) (represented) vacant position No. 14794 at salary plan and grade ZB5 1525 ($5,038 - $6,124) in the Public Works Department.

FISCAL IMPACT:

It is expected that in Fiscal Year 2015/16, there will be an initial cost of $7,640 as the department anticipates filling this position in December 2015. The pension cost is estimated to be $3,000. (100% General Fund)

BACKGROUND:

Historically, the Purchasing Division of the Public Works Department has had five Buyer I/II positions, one Senior Buyer, and a Purchasing Manager. In, or around 2012, due to retirements and budgetary reductions the number of purchasing staff was reduced to three Buyers. As a result, the Purchasing Manager is currently performing duties previously assigned to subordinate staff. However, with the new purchasing software

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHiuen, Deputy

Contact: Kelli Zenn, (925) 313-2108

cc: cheryl koch, Kelli Zen, Eva Barrios, James Hicks

BACKGROUND: (CONT'D)

system and ongoing Purchasing Manager responsibilities, the department has determined that a Senior Buyer is needed to assist the Purchasing Manager with higher level activities. These duties will include, but will not be limited to, providing purchasing portal support to vendors and county departments; providing purchasing portal training to department users; procurement card administration; lease purchase finance program facilitation for departments; approving purchase orders; and approving contracts.

By adding a Senior Buyer position, the Public Works Department will be able to provide much better customer service and support to customer departments. Additionally, the Purchasing Manager will have an opportunity to focus on improving purchasing processes and programs.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, customer departments that utilize the Purchasing Division will continue to experience delays in procuring necessary goods and services.

AGENDA ATTACHMENTS

P300 No. 21777

MINUTES ATTACHMENTS

Signed P300 21777

POSITION ADJUSTMENT REQUEST

NO. 21777
DATE 10/20/2015

Department Public Works

Department No./
Budget Unit No. 0020 Org No. 0020 Agency No. 65

Action Requested: Add one (1) full-time Senior Buyer (STTB) (represented) position at salary plan and grade ZB5 1631 ($5,595.91 - $6,801.86) and cancel one (1) full-time Buyer II (STTA) vacant position No.14794

Proposed Effective Date: 11/1/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$11,460.00	Net County Cost	$11,460.00
Total this FY	$7,640.00	N.C.C. this FY	$7,640.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund.

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Julia R. Bueren
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Driscoll — Deputy County Administrator
10/27/2015 — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE _____
ADD one (1) full-time Senior Buyer (STTB) (represented) position at salary plan and grade ZB5 1631 ($5,595 - $6,801) and CANCEL one (1) full-time Buyer II (STTA) (represented) vacant position No.14794 at salary plan and grade ZB5 1525 ($5,038 - $6,124) in the Public Works Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE _____

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

REQUEST FOR PROJECT POSITIONS

Department _____ Date 11/18/2015 No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
   Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost

   a. Salary & Benefits Costs: _____
   b. Support Costs: _____
      (services, supplies, equipment, etc.)
   c. Less revenue or expenditure: _____
   d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
   a. potential future costs
   b. legal implications
   c. financial implications
   d. political implications
   e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
   ☐ a. Competitive examination(s)
   ☐ b. Existing employment list(s) Which one(s)? _____
   ☐ c. Direct appointment of:
      ☐ 1. Merit System employee who will be placed on leave from current job
      ☐ 2. Non-County employee

   Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

C.17

POSITION ADJUSTMENT REQUEST

NO. 21777
DATE 10/20/2015

Department Public Works

Department No./
Budget Unit No. 0020 Org No. 0020 Agency No. 65

Action Requested: Add one (1) full-time Senior Buyer (STTB) (represented) position at salary plan and grade ZB5 1631 ($5,595.91 - $6,801.86) and cancel one (1) full-time Buyer II (STTA) vacant position No.14794

Proposed Effective Date: 11/1/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $11,460.00 Net County Cost $11,460.00

Total this FY $7,640.00 N.C.C. this FY $7,640.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund.

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Julia R. Bueren
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Driscoll — Deputy County Administrator — 10/27/2015 — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE _____

ADD one (1) full-time Senior Buyer (STTB) (represented) position at salary plan and grade ZB5 1631 ($5,595 - $6,801) and CANCEL one (1) full-time Buyer II (STTA) (represented) vacant position No.14794 at salary plan and grade ZB5 1525 ($5,038 - $6,124) in the Public Works Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE _____

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☒ ~~DISAPPROVED~~ ☐

DATE December 8 2015

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

BY June McKeen

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 8, 2015

Subject: Add one Social Service Program Assistant and cancel one EW Specialist position

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21766 to add one (1) Social Services Program Assistant (XOSA) (represented) position at Salary Plan and Grade 255 1384 ($4,381-$5,326) and cancel one (1) Eligibility Work Specialist (XHTB) (represented) position #4485 at Salary Plan and Grade 255 1334 ($4,170 - $5,068) in the Employment and Human Services Department, Foster Care Division of the Children and Family Services Bureau.

FISCAL IMPACT:

Upon approval of this position will increase annual personnel expenses by $5,067. The position is funded 45% Federal revenue, 45% State revenue, and 10% County cost. The annual pension cost increase is $1,774.

BACKGROUND:

The Department requests to add one Social Service Program Assistant (XOSA) position and cancel one Eligibility Work Specialist (XHTB) position #4485 in the Foster Care Division of the Children and Family Services Bureau. Social Service Program Assistants (SSPA) in Foster

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Anne Crisp (925) 313-1527

cc: Human Resources, EHSD, Otilia Parra, James Hicks

BACKGROUND: (CONT'D)

care determine eligibility and grant benefits for Foster Care and related benefits programs including KinGap, Adoption Assistance and ongoing MediCal for children transitioning home. SSPAs manage caseloads with multiple programs. ensure the child receives services in a timely manner through foster care payments issued to the providers. In addition, the SSPAs manage the child's MediCal needs for therapeutic and medical interventions which affect the ability to maintain stable placements for our dependent children. These are mandated services in order for Child Welfare to meet "reasonable efforts" findings in court hearings. From 2009-2014 the workload for cases per SSPA increased by 24%. This was a result of an increase in children entering foster care and staying in foster care placements past their 18th birthday due to AB12 laws. Probation cases in the last year have increased by 51% from 79 in 2013 to 120 in 2014.

CONSEQUENCE OF NEGATIVE ACTION:

If this position is not added the Department will have insufficient staff at the appropriate classification level to process in a timely manner and maintain the services for Foster Care eligibility caseloads.

CHILDREN'S IMPACT STATEMENT:

These positions will provide the Department with the additional staff to provide foster children and youth with access to needed foster care and social services. These services are critical to support (1) Children Ready for and Succeeding in School; Children and Youth Healthy and Preparing for Productive Adulthood; and (5) communities that are Safe and provide a High Quality of Life for Children and Families.

AGENDA ATTACHMENTS

P-300 #21766

MINUTES ATTACHMENTS

Signed P300 21766

POSITION ADJUSTMENT REQUEST

NO. 21766
DATE 9/16/2015

Department Employment and Human Services Dept Department No./ Budget Unit No. 502 Org No. 5214 Agency No. A19

Action Requested: To add one SS Program Assistant position and cancel one Eligibility Work Specialist position 4485 in the Foster Care Division of Children and Family Services Bureau

Proposed Effective Date: 10/13/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$5,067.00	Net County Cost	$506.70
Total this FY	$4,223.00	N.C.C. this FY	$422.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 45% Federal, 45% State funding, 10% County funding

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Anne Crisp 3-1527
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan — Deputy County Administrator
10/4/2015 — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/20/2015

Add (1) Social Services Program Assistant (XOSA) full time position at Salary Plan and Grade 255 1384 ($4381-$5,326) and cancel one (1) Eligibility Work Specialist (XHTB) full time position #4485 at Salary Plan and Grade 255 1334 ($4,170-$5,068) in Foster Care in the Children and Family Services Bureau of the Employment and Human Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

Otillia Parra — (for) Director of Human Resources
11/20/2015 — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/1/2015

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Dorothy Sansoe
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____ Date 12/1/2015 No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
   Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost

   a. Salary & Benefits Costs: _____
   b. Support Costs: _____
      (services, supplies, equipment, etc.)
   c. Less revenue or expenditure: _____
   d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
   a. potential future costs
   b. legal implications
   c. financial implications
   d. political implications
   e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
   ☐ a. Competitive examination(s)
   ☐ b. Existing employment list(s) Which one(s)? _____
   ☐ c. Direct appointment of:
      ☐ 1. Merit System employee who will be placed on leave from current job
      ☐ 2. Non-County employee

   Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

C.18

POSITION ADJUSTMENT REQUEST

NO. 21766
DATE 9/16/2015

Department Employment and Human Services Dept Department No./ Budget Unit No. 502 Org No. 5214 Agency No. A19

Action Requested: To add one SS Program Assistant position and cancel one Eligibility Work Specialist position 4485 in the Foster Care Division of Children and Family Services Bureau

Proposed Effective Date: 10/13/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $5,067.00 Net County Cost $506.70

Total this FY $4,223.00 N.C.C. this FY $422.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 45% Federal, 45% State funding, 10% County funding

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Anne Crisp 3-1527

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan — Deputy County Administrator — 10/4/2015 Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/20/2015

Add (1) Social Services Program Assistant (XOSA) full time position at Salary Plan and Grade 255 1384 ($4381-$5,326) and cancel one (1) Eligibility Work Specialist (XHTB) full time position #4485 at Salary Plan and Grade 255 1334 ($4,170-$5,068) in Foster Care in the Children and Family Services Bureau of the Employment and Human Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

Otillia Parra — (for) Director of Human Resources — 11/20/2015 Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/1/2015

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Dorothy Sansoe
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☒ ~~DISAPPROVED~~ ☐

DATE December 8 2015

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

BY June McKeon

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

Contra Costa County

To: Board of Supervisors

From: Mark Peterson, District Attorney

Date: December 8, 2015

Subject: Add .5 Victim/Witness Assistance Program Specialist position in the Human Trafficking Unit of the District Attorney's Office

RECOMMENDATION(S):
ADOPT Position Adjust Resolution No. 21788 to add one (1) Victim/Witness Assistance Program Specialist (65SA) (represented) part-time (20/40) position at salary plan and grade QV5 1191 $3,619 - $4,399) in the District Attorney's office - Human Trafficking Unit.

FISCAL IMPACT:
$46,554, 80% State Human Trafficking Grant, 20% In-Kind match.

BACKGROUND:
The District Attorney's office receives a grant that focuses on identifying and assisting victims of human trafficking. The Human Trafficking Advocacy Program grant will fund a half time victim advocate to provide critically important services to victims of sex trafficking and labor trafficking in Contra Costa County. Additionally, the advocate would work collaboratively with law enforcement, community organizations and the county human trafficking coalition to increase awareness about human trafficking and provide training and outreach to the community.

CONSEQUENCE OF NEGATIVE ACTION:
The District Attorney will be unable to receive the grant funding from the State of California.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cherie Mathisen, (925) 957-2234

cc: Cherie Mathisen, Cheryl Koch, James Hicks, Tanya Williams, Amanda Monson

CHILDREN'S IMPACT STATEMENT:

No impact.

AGENDA ATTACHMENTS

P300 No. 21788

MINUTES ATTACHMENTS

Signed P300 21788

POSITION ADJUSTMENT REQUEST

NO. 21788
DATE 10/13/2015

Department District Attorney

Department No./
Budget Unit No. 0242 Org No. 2855 Agency No. 42

Action Requested: Add one-half (.5) Victim/Witness Assistance Program Specialist (65SA) (represented) position at salary level QV5 1191 to the District Attorney's office Victim/Witness Unit.

Proposed Effective Date: 12/9/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$46,554.00	Net County Cost	$9,318.00
Total this FY	$34,915.00	N.C.C. this FY	$6,982.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 80% State Human Trafficking Grant, 20% County In-Kind

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Mark A. Peterson
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Timothy M. Ewell — Deputy County Administrator
11/20/2015 — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/23/2015
Add one (1) Victim/Witness Assistance Program Specialist (65SA) (represented) part-time (20/40) position at salary plan and grade QV5 1191 ($3,619 - $4,399)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

/s/ Lisa Lopez — (for) Director of Human Resources
11/23/2015 — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/1/2015
☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

/s/ Timothy M. Ewell
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____ Date 12/1/2015 No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
   Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost

   a. Salary & Benefits Costs: _____
   b. Support Costs: _____
      (services, supplies, equipment, etc.)
   c. Less revenue or expenditure: _____
   d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
   a. potential future costs
   b. legal implications
   c. financial implications
   d. political implications
   e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
   ☐ a. Competitive examination(s)
   ☐ b. Existing employment list(s) Which one(s)? _____
   ☐ c. Direct appointment of:
      ☐ 1. Merit System employee who will be placed on leave from current job
      ☐ 2. Non-County employee

   Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

C.19

POSITION ADJUSTMENT REQUEST

NO. 21788
DATE 10/13/2015

Department District Attorney

Department No./
Budget Unit No. 0242 Org No. 2855 Agency No. 42

Action Requested: Add one-half (.5) Victim/Witness Assistance Program Specialist (65SA) (represented) position at salary level QV5 1191 to the District Attorney's office Victim/Witness Unit.

Proposed Effective Date: 12/9/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $46,554.00 Net County Cost $9,318.00

Total this FY $34,915.00 N.C.C. this FY $6,982.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 80% State Human Trafficking Grant, 20% County In-Kind

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Mark A. Peterson
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Timothy M. Ewell — Deputy County Administrator — 11/20/2015 Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/23/2015

Add one (1) Victim/Witness Assistance Program Specialist (65SA) (represented) part-time (20/40) position at salary plan and grade QV5 1191 ($3,619 - $4,399)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

/s/ Lisa Lopez — (for) Director of Human Resources — 11/23/2015 Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/1/2015

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

/s/ Timothy M. Ewell
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☒ ~~DISAPPROVED~~ ☐

DATE December 8 2015

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

BY June McKinney

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 8, 2015

Subject: Retitle and reallocate Departmental PC Coordinator to Information Systems Supervisor in EHSD.

RECOMMENDATION(S):
ADOPT Position Adjustment Resolution No. 21779 to retitle the classification of Departmental Personal Computer Coordinator (XQSJ) (represented) at salary plan and grade ZB5 1694 ($5,956-$7,239) to Information Systems Supervisor (LBHB) (represented); reallocate the class of Information Systems Supervisor (LBHB) on the Salary Schedule at salary plan and grade ZA5 1744) ($6,258-$7,607); and reclassify two (2) positions, numbers 4763 and 11265, in the Employment and Human Services Department, Information Technology Division.

FISCAL IMPACT:
Upon approval, the annual personnel cost will increase by $14,485. This position will be funded 45% Federal revenue, 45% State revenue, and 10% County cost. The additional annual pension cost is $5,070.

BACKGROUND:
The Information Technology Division has a unit that provides end user support for the Employment & Human Services Department.The unit's span of control includes end user hardware such as personal computers, printers,

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuien, Deputy

Contact: Holly Trieu (925) 313-1560

cc: Teresa Mena, James Hicks, Cheryl Koch, Marta Goc, Otilia Parra

BACKGROUND: (CONT'D)

scanners, smart phones, iPads, and laptops. It also includes software on the desktops, servers, and mobile devices. The two Departmental Personal Computer Coordinator positions supervise a team of fifteen full time technicians and two clerical staff in scheduling work, managing projects, monitoring service trends, and thereby playing a key role in ensuring EHSD's Information Technology Infrastructure is operating properly.They serve as the liaison between EHSD and the county's Department of Information Technology (DoIT) on network issues and manage inventory.

CONSEQUENCE OF NEGATIVE ACTION:

If the position is not retitled and the salary is not reallocated then the position will not be appropriated classified and compensated.

AGENDA ATTACHMENTS

P-300 #21779

MINUTES ATTACHMENTS

Signed P300 21779

POSITION ADJUSTMENT REQUEST

NO. 21779
DATE 10/13/2015

Department Employment and Human Services Department No./ Budget Unit No. 0501 Org No. 5123 Agency No. A19

Action Requested: Retitle and reallocate Departmental PC Coordinator to Information Systems Supervisor in EHSD.

Proposed Effective Date: 12/9/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$14,485.00	Net County Cost	$1,449.00
Total this FY	$8,184.00	N.C.C. this FY	$815.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 45% Federal, 45% State, 10% County Revenue

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Holly Trieu 3-1560

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan — 11/3/2015

Deputy County Administrator — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/24/2015

Retitle classification of the Departmental Personal Computer Coordinator (XQSJ) (represented) at salary level ZB5 1694 ($5,956-$7,239) to Information Systems Supervisor (LBHB) (represented); re-allocate the Information Systems Supervisor (LBHB) on the salary schedule at salary plan and grade ZA5 1744 ($6,258-$7,607) and reclassify two (2) positions numbers 4763 and 11265

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.
☒ 12/9/2015(Date)

Marta Goc — 11/24/2015

(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/1/2015

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____ Date 12/1/2015 No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
   Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost

   a. Salary & Benefits Costs: _____
   b. Support Costs: _____
      (services, supplies, equipment, etc.)
   c. Less revenue or expenditure: _____
   d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
   a. potential future costs
   b. legal implications
   c. financial implications
   d. political implications
   e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
   ☐ a. Competitive examination(s)
   ☐ b. Existing employment list(s) Which one(s)? _____
   ☐ c. Direct appointment of:
      ☐ 1. Merit System employee who will be placed on leave from current job
      ☐ 2. Non-County employee

   Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

C-20

POSITION ADJUSTMENT REQUEST

NO. 21779
DATE 10/13/2015

Department Employment and Human Services Department No./ Budget Unit No. 0501 Org No. 5123 Agency No. A19

Action Requested: Retitle and reallocate Departmental PC Coordinator to Information Systems Supervisor in EHSD.

Proposed Effective Date: 12/9/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $14,485.00 Net County Cost $1,449.00

Total this FY $8,184.00 N.C.C. this FY $815.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 45% Federal, 45% State, 10% County Revenue

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Holly Trieu 3-1560

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan — 11/3/2015

Deputy County Administrator — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/24/2015

Retitle classification of the Departmental Personal Computer Coordinator (XQSJ) (represented) at salary level ZB5 1694 ($5,956-$7,239) to Information Systems Supervisor (LBHB) (represented); re-allocate the Information Systems Supervisor (LBHB) on the salary schedule at salary plan and grade ZA5 1744 ($6,258-$7,607) and reclassify two (2) positions numbers 4763 and 11265

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.
☒ 12/9/2015(Date)

Marta Goc — 11/24/2015

(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/1/2015

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☒ ~~DISAPPROVED~~ ☐

DATE December 8 2015

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

BY Jane McKeon

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 8, 2015

Subject: Add one Independent Living Skills Program Specialist in Children and Family Services Bureau

RECOMMENDATION(S):
ADOPT Position Adjustment Resolution No. 21778 to add one (1) Independent Living Skills Program (ILSP) Specialist (X7TA) (represented) position at Salary Plan and Grade 255 1384 ($4,381--$5,326) in the Employment and Human Services Department, Children and Family Services Bureau.

FISCAL IMPACT:
Upon approval of this position has an annual cost of $95,076. This position will be funded 100% State revenue. The annual pension costs is approximately $33,277.

BACKGROUND:
The Independent Living Skills Program (ILSP) Specialist performs a variety of duties under the direct supervision of the ILSP Program Coordinator and Assistant Coordinator. They are responsible for engaging with foster and emancipated youth to provide services and skill development to improve their employability, education and housing outcomes upon exiting the foster care system, all of which are mandated services for Child Welfare to provide. These services are necessary

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Anne Crisp (925) 313-1527

cc: EHSD, Human Resources, Otilia Parra, James Hicks

BACKGROUND: (CONT'D)

to ensure the agency meets our legal obligation to assist these young adults with their transition out of the foster care system.

Children and Family Services ILSP has been providing services to eligible youth between the ages of 16 to 21 since the passage of the John Chafee Independence Act of 1999 and more specifically Assembly Bill 12, signed into law September 30, 2010 and implemented January 1, 2012 (Fostering Connections to Success Act) which extended the time of foster youth dependency from age 18 to age 21. Additionally, probation cases are opting to remain under the jurisdiction of the juvenile courts and participate under AB 12, increasing the population to be served. Along with the increase in numbers of youths staying in foster care, the types of services and decrease in resources have required more time in working with young adults toward self-sufficiency. Also under AB 1712 effective 01/01/2014 the definition of a relative was expanded to include Non-relative extended family members. Since Kin-GAP payments are now federally reimbursable, Kin-GAP youth are automatically eligible for ILSP services at the age of 16. This legislation increases the numbers of youth that will be eligible for ILSP services.

Currently there are four ILSP Specialists however as a result of the legislation described above there has been a steady increase in clients to be served. It is expected the client caseload growth will continue to increase given the added categories of eligibility and increased monitoring of outcomes as a result of legislation. This means that some youth will need to wait longer to receive the one-to-one services to work on their stated goals. In order to better serve the ILSP client population the Department requests one (1) full-time Independent Living Skills Program (ILSP) Specialist. The additional position will allow the ILSP program to serve more eligible young adults on a timely basis and to reach out and engage additional eligible youth with services toward self-sufficiency.

CONSEQUENCE OF NEGATIVE ACTION:

If this position is not added the ILSP program will have insufficient staff to effectively provide timely direct services and on-going management of the ILSP cases. As a result young adults must wait longer to receive services to achieve self-sufficiency.

CHILDREN'S IMPACT STATEMENT:

The services provided by the ILSP Specialist are essential to the young adult's ability to receive services in a timely manner to improve required transition outcomes. These older youths require a more sophisticated working relationship as this is the last phase of their dependency before being expected to survive on their own. The outcomes supported are: (1) Children and Youth Healthy and Preparing for Productive Adulthood; (2) Families that are Economically Self Sufficient; (3) Families that are Safe, Stable and Nurturing; and (4) Communities that are Safe and Provide a High Quality of Life for Children and Families.

AGENDA ATTACHMENTS

P-300 #21778

MINUTES ATTACHMENTS

Signed P300 21778

POSITION ADJUSTMENT REQUEST

NO. 21778
DATE 10/14/2015

Department Employment and Human Services — Department No./ Budget Unit No. 502 Org No. 5210 Agency No. A19

Action Requested: Add one (1) FTE Independent Living Skills Program Specialist (X7TA) for ILSP in the Children and Family Services Bureau AR35489

Proposed Effective Date: 12/9/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$95,076.00	Net County Cost	$0.00
Total this FY	$63,384.00	N.C.C. this FY	$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT State funding

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Anne Crisp 3-1527
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan — Deputy County Administrator — 11/3/2015 Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/20/2015
ADOPT Position Adjustment Resolution No. 21778 to add one (1) FTE Independent Living Skills Program (ILSP) Specialist (X7TA) (represented) position at Salary Plan and Grade 255 1384 ($4,381--$5,326) in the Children and Families Services Bureau of the Employment and Human Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.
Effective: ☒ Day following Board Action.
☐ _____(Date)

Otilia Parra — (for) Director of Human Resources — 11/20/2015 Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/1/2015
☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Dorothy Sansoe
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____ Date 12/1/2015 No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
   Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost

   a. Salary & Benefits Costs: _____
   b. Support Costs: _____
      (services, supplies, equipment, etc.)
   c. Less revenue or expenditure: _____
   d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
   a. potential future costs
   b. legal implications
   c. financial implications
   d. political implications
   e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
   ☐ a. Competitive examination(s)
   ☐ b. Existing employment list(s) Which one(s)? _____
   ☐ c. Direct appointment of:
      ☐ 1. Merit System employee who will be placed on leave from current job
      ☐ 2. Non-County employee

   Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

C.21

POSITION ADJUSTMENT REQUEST

NO. 21778
DATE 10/14/2015

Department Employment and Human Services
Department No./ Budget Unit No. 502 Org No. 5210 Agency No. A19

Action Requested: Add one (1) FTE Independent Living Skills Program Specialist (X7TA) for ILSP in the Children and Family Services Bureau AR35489

Proposed Effective Date: 12/9/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $95,076.00 Net County Cost $0.00

Total this FY $63,384.00 N.C.C. this FY $0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT State funding

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Anne Crisp 3-1527

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan — 11/3/2015

Deputy County Administrator — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/20/2015

ADOPT Position Adjustment Resolution No. 21778 to add one (1) FTE Independent Living Skills Program (ILSP) Specialist (X7TA) (represented) position at Salary Plan and Grade 255 1384 ($4,381--$5,326) in the Children and Families Services Bureau of the Employment and Human Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

Otilia Parra — 11/20/2015

(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/1/2015

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ■ DISAPPROVED ☐

DATE December 8 2015

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

BY Anne McKeown

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

Contra
Costa
County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Add one Medical Records Coder position in the Health Services Department

RECOMMENDATION(S):
ADOPT Position Adjustment Resolution No. 21782 to add one (1) Medical Records Coder (VNTA) position ($3,984-$4,843) in the Contra Costa Health Plan division of the Health Services Department.

FISCAL IMPACT:
The additional costs associated with this action are approximately $98,568 annually with benefits, including $20,632 in pension costs. Costs will be funded by CCHP Enterprise Fund II (100%).

BACKGROUND:
Due to the implementation and new daily claims auditing responsibilities of the HMS Fraud, Waste and Abuse program (FWA), CCHP's Claims unit is in need of a permanent full-time Medical Records Coder position. HMS will be providing coding requirements and billing recommendations that will involve extensive research and manual intervention by a claims staff person who has expertise in these areas. In addition to the FWA program, the 10th revision of the International Statistical Classification of Diseases and Related Health Problems (ICD-10) became effective on claims 10/1/2015 and the change effects the claims unit due to provider education and claims being billed

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

Contact: Kristen Cunningham, (925) 957-5267

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

incorrectly. Having a permanent staff person certified in coding (including ICD-10) will be useful to not only the claims staff, but also Provider Relations, Analysis and Reporting and Quality Management staff in the future on any ICD-10 projects or issues that arise from the change.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved and without additional staff, Contra Costa Health Plan will not have adequate staffing to meet the mandated requirements of the Plan.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

AGENDA ATTACHMENTS

P300 No. 21782 HSD

MINUTES ATTACHMENTS

Signed P300 21782

POSITION ADJUSTMENT REQUEST

NO. 21782
DATE 11/5/2015

Department HEALTH SERVICES-CCHP

Department No./
Budget Unit No. 0860 Org No. 6116 Agency No. A18

Action Requested: Add one Medical Records Coder (VNTA) position in the Contra Costa Health Plan division of the Health Services Department.

Proposed Effective Date: 12/9/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$98,568.40	Net County Cost	$0.00
Total this FY	$57,498.23	N.C.C. this FY	$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% funded by CCHP Enterprise Fund II

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Kristen Cunningham
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza — Deputy County Administrator
11/6/2015 — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE _____
Exempt from Human Resources review under a delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.
Effective: ☐ Day following Board Action.
☐ _____(Date)

(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 11/6/2015
☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☒ Other: Approve as recommended by the department.

Enid Mendoza
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____ Date 11/8/2015 No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
   Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost

   a. Salary & Benefits Costs: _____
   b. Support Costs: _____
      (services, supplies, equipment, etc.)
   c. Less revenue or expenditure: _____
   d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
   a. potential future costs
   b. legal implications
   c. financial implications
   d. political implications
   e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
   ☐ a. Competitive examination(s)
   ☐ b. Existing employment list(s) Which one(s)? _____
   ☐ c. Direct appointment of:
      ☐ 1. Merit System employee who will be placed on leave from current job
      ☐ 2. Non-County employee

   Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

C.22

POSITION ADJUSTMENT REQUEST

NO. 21782
DATE 11/5/2015

Department HEALTH SERVICES-CCHP

Department No./
Budget Unit No. 0860 Org No. 6116 Agency No. A18

Action Requested: Add one Medical Records Coder (VNTA) position in the Contra Costa Health Plan division of the Health Services Department.

Proposed Effective Date: 12/9/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $98,568.40 Net County Cost $0.00

Total this FY $57,498.23 N.C.C. this FY $0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% funded by CCHP Enterprise Fund II

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Kristen Cunningham
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza — Deputy County Administrator — 11/6/2015 Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS
Exempt from Human Resources review under a delegated authority.

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.
☐ _____(Date)

(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 11/6/2015

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☒ Other: Approve as recommended by the department.

Enid Mendoza
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☒ ~~DISAPPROVED~~ ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 8, 2015

Subject: Add one Veterans Service Represented Position in the Veterans Service Office

RECOMMENDATION(S):
ADOPT Position Adjustment Resolution No. 21783 to add one (1) Veterans Service Representative (96WA) (represented) position at salary grade and level ZB5 1335 ($4,174 - $5,073) in the Veterans Service Department.

FISCAL IMPACT:
Upon approval, this action will result in annual costs of approximately $94,316, which includes approximately $19,605 in pension costs. This position will be 100% offset by State Aid Veterans Affairs.

BACKGROUND:
On June 24, 2015, the Governor signed the 2015-16 budget which made $5.6 million local assistance funding level for California Veterans Service (CalVet) Offices permanent. Additionally, the CalVet Strike Teams at the Veteran Affairs Regional Offices were also funded at the $3 million level in the State budget and the appropriation has been made ongoing at that level as well. The additional allocation for Contra Costa County will be over $95,000 annually.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

Contact: Nathan Johnson, Veterans Service Officer (925) 313-1481

By: June McHuen, Deputy

cc: Nathan Johnson, Fina Prak, Susan Ferguson, Cheryl Koch, James Hicks

BACKGROUND: (CONT'D)

>

The Contra Costa County Veterans Services Department (VSD) has historically used these funds, which were previously issued as one-time funding opportunities, for temporary staffing support to ensure the office's level of service match the veteran community benefits service needs. Since the funding levels were approved permanently, the Veterans Service Department will be eligible to receive this ongoing funding and therefore requests to add this Veterans Service Representative (VSR) position.

This additional position will allow the department to continue and expand their outreach efforts and the delivery of service to the increasing number of Veterans and the increasing complexity and need for services. The department has seen a steady increase in Veterans needing assistance. On average, 50 Veterans are seen per day in the Martinez office. With the passing of the bill that allows Veterans to have “Veteran” listed on their driver license, the daily office visits have increased significantly. Most of the Veterans coming in for the driver license application have not be into the VSD office so in addition to receiving the DMV letter we are able to provide new visitors to our office with a benefit overview.

Additionally, receiving approval for a new VSR position will allow the department to add an additional day at the Brentwood outstation. This Brentwood outstation is staffed one day a week and by appointment only. The current wait period for an appointment is 3 weeks. Adding an additional day of service will allow the department to increase services in the outlying area. This additional position will also allow us to staff our San Pablo office on a consistent basis and attend more “Outreach” events.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, the department will not meet their permanent staffing needs.

AGENDA ATTACHMENTS

AIR 21783 - add one VSR position

MINUTES ATTACHMENTS

Signed P300 21783

POSITION ADJUSTMENT REQUEST

NO. 21783
DATE 11/18/2015

Department Veterans Services

Department No./
Budget Unit No. 0579 Org No. 0579 Agency No. 010

Action Requested: Add one (1) Veterans Service Representative (96WA) (represented) position at salary plan and grade ZB5 1335 in the Veterans Service Department.

Proposed Effective Date: 12/01/2015

Classification Questionnaire attached: Yes ☐ No ☐ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: 0

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$94,316.95	Net County Cost	$0.00
Total this FY	$55,018.22	N.C.C. this FY	$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% State Aid Veterans Affairs

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Susan H. Ferguson
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza — 11/19/2015
Deputy County Administrator — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/23/2015
Add one (1) Veterans Service Representative (96WA) (represented) position at salary plan and grade ZB5 1335 ($4,174 - $5,073) in the Veterans Service Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.
☒ 12/1/2015(Date)

Fina Prak — 11/23/2015
(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE _____

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____ Date 11/23/2015 No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
   Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost

   a. Salary & Benefits Costs: _____
   b. Support Costs: _____
      (services, supplies, equipment, etc.)
   c. Less revenue or expenditure: _____
   d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
   a. potential future costs
   b. legal implications
   c. financial implications
   d. political implications
   e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
   - ☐ a. Competitive examination(s)
   - ☐ b. Existing employment list(s) Which one(s)? _____
   - ☐ c. Direct appointment of:
     - ☐ 1. Merit System employee who will be placed on leave from current job
     - ☐ 2. Non-County employee

   Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

C.23

POSITION ADJUSTMENT REQUEST

NO. 21783
DATE 11/18/2015

Department Veterans Services

Department No./
Budget Unit No. 0579 Org No. 0579 Agency No. 010

Action Requested: Add one (1) Veterans Service Representative (96WA) (represented) position at salary plan and grade ZB5 1335 in the Veterans Service Department.

Proposed Effective Date: 12/01/2015

Classification Questionnaire attached: Yes ☐ No ☐ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: 0

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $94,316.95 Net County Cost $0.00

Total this FY $55,018.22 N.C.C. this FY $0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% State Aid Veterans Affairs

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Susan H. Ferguson
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza — 11/19/2015
Deputy County Administrator — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/23/2015

Add one (1) Veterans Service Representative (96WA) (represented) position at salary plan and grade ZB5 1335 ($4,174 - $5,073) in the Veterans Service Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.
☒ 12/1/2015(Date)

Fina Prak — 11/23/2015
(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other:

(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☒ ~~DISAPPROVED ☐~~

DATE December 8 2015

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

BY June McKhann

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

Contra Costa County

To: Board of Supervisors

From: Mark Peterson, District Attorney

Date: December 8, 2015

Subject: Add Three (3) Legal Assistant Positions in the District Attorney's Office

RECOMMENDATION(S):
ADOPT Position Adjustment Resolution No. 21787 to add three (3) Legal Assistant (2Y7B) (represented) positions at salary plan and grade ZB5 1337 ($4,182 - $5,083) to support prosecution of Real Estate, Consumer, Environmental and Insurance Fraud in the District Attorney's Office - Special Operations.

FISCAL IMPACT:
Upon approval, this action will result in an annual cost of approximately $292,000, of which approximately $65,167 will be attributable to employer pension costs. One position will be funded by the Real Estate Fraud special fund; one position will be funded jointly by the Consumer Protection and Environmental prosecution special funds; and one position will funded by the Insurance Fraud grants received from the Department of Insurance.

BACKGROUND:
These units have been utilizing the services of paralegals on a temporary basis for some time. The District Attorney's office is seeking to add full time Legal Assistant positions in order to maintain consistent and reliable staffing in these units.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cherie Mathisen, (925) 957-2234

cc: Cherie Mathisen, Cheryl Koch, James Hicks, Tanya Williams, Amanda Monson

BACKGROUND: (CONT'D)

Real Estate Fraud: The paralegal in this unit coordinates case intake, assists in investigations and case preparation, and has primary responsibility for two programs which seek to prevent real estate fraud in Contra Costa County. These programs include: 1) District Attorney Foreclosure Advisory Letter Notification, and 2) Real Estate Fraud Notification Program.

Consumer and Environmental:

Environmental Protection: The paralegal processes documents and manages and reviews documents generated by the litigation process. The paralegal also drafts summaries and memorandum and assists in fact-gathering for cases. In addition, the paralegal conducts legal research regarding environmental laws, procedures, and case histories.

Consumer Protection: The paralegal screens, reviews and responds to consumer complaints from the general public, assists with the preparation of legal documents, including but not limited to, complaints, preliminary injunctions and stipulated judgments.

Insurance Fraud Unit:

This position is responsible for case intake and evaluation, coordination of investigation, maintaining statistics required for reporting to the state to maintain and increase the size of our grants, writing grant applications, processing evidence seized from search warrants, coordinating discovery, coordinating witnesses, and assisting with trial and grand jury preparation.

CONSEQUENCE OF NEGATIVE ACTION:

The department will not have appropriate and full time positions to maintain consistent and reliable staffing in these three units; these three positions are funded by grants and special funds.

CHILDREN'S IMPACT STATEMENT:

No impact.

AGENDA ATTACHMENTS

P300 No. 21787

MINUTES ATTACHMENTS

Signed P300 21787

POSITION ADJUSTMENT REQUEST

NO. 21787
DATE 12/8/2015

Department District Attorney

Department No./
Budget Unit No. 0242 Org No. 2850 Agency No. 42

Action Requested: Add three (3) Legal Assistant (2Y7B) (represented) positions at salary level ZB5 1337 to the District Attorney's office Special Operations Unit.

Proposed Effective Date: 12/9/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$292,000.00	Net County Cost	$0.00
Total this FY	$73,000.00	N.C.C. this FY	$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Special Funds and Grant Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Mark A. Peterson
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Timothy M. Ewell — Deputy County Administrator
11/20/2015 — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/23/2015
Add three (3) Legal Assistant (2Y7B) (represented) positions at salary plan and grade ZB5 1337 ($4,182 - $5,083)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

/s/ Lisa Lopez — (for) Director of Human Resources
11/23/2015 — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/1/2015

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

/s/ Timothy M. Ewell
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____ Date 12/1/2015 No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
   Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost

   a. Salary & Benefits Costs: _____
   b. Support Costs: _____
      (services, supplies, equipment, etc.)
   c. Less revenue or expenditure: _____
   d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
   a. potential future costs
   b. legal implications
   c. financial implications
   d. political implications
   e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
   ☐ a. Competitive examination(s)
   ☐ b. Existing employment list(s) Which one(s)? _____
   ☐ c. Direct appointment of:
      ☐ 1. Merit System employee who will be placed on leave from current job
      ☐ 2. Non-County employee

   Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

C.24

POSITION ADJUSTMENT REQUEST

NO. 21787
DATE 12/8/2015

Department District Attorney

Department No./
Budget Unit No. 0242 Org No. 2850 Agency No. 42

Action Requested: Add three (3) Legal Assistant (2Y7B) (represented) positions at salary level ZB5 1337 to the District Attorney's office Special Operations Unit.

Proposed Effective Date: 12/9/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $292,000.00 Net County Cost $0.00

Total this FY $73,000.00 N.C.C. this FY $0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Special Funds and Grant Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Mark A. Peterson
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Timothy M. Ewell — Deputy County Administrator — 11/20/2015 Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 11/23/2015

Add three (3) Legal Assistant (2Y7B) (represented) positions at salary plan and grade ZB5 1337 ($4,182 - $5,083)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

/s/ Lisa Lopez
(for) Director of Human Resources — 11/23/2015 Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/1/2015

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

/s/ Timothy M. Ewell
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☒ ~~DISAPPROVED ☐~~

DATE December 8 2015

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

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Add two 24/40 RN-Experienced Level positions and cancel one 40/40 RN-Experienced Level position in the Health Services Dep

RECOMMENDATION(S):
ADOPT Position Adjustment Resolution No. 21794 to add two (2) 24/40 Registered Nurse-Experienced Level (VWXD) positions ($7,305-$8,142) and cancel vacant 40/40 Registered Nurse-Experienced Level position number #14543 in the Contra Costa Health Plan division of the Health Services Department.

FISCAL IMPACT:
The additional costs associated with this action are approximately $28,727 annually with benefits, including $6,937 in pension costs. Costs will be funded by CCHP Enterprise Fund II (100%).

BACKGROUND:
Contra Costa Health Plan has specialized duties in the Utilization Management/Authorization unit that require two (2) 24/40 Registered Nurses.

1. One permanent part-time RN would handle the overload in the Durable Medical Equipment (DME) stays queue (300 plus daily). Currently, one RN is assigned to this unit but CCHP is in need of extra help as the average queue has increased and there is a 48-hour turnaround time to process these items. For the DME stays that are for a hospital discharge, the turnaround

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Kristen Cunningham, 957-5267

cc:

BACKGROUND: (CONT'D)

time is the same day.

2. CCHP has only one Mental Health RN for all of its members and because of the transition of all the new Applied Behavioral Analysis (ABA) patients this RN is unable to keep up with regulated timelines in referring members to therapists. One permanent part-time RN would assist with this Mental Health assignment. Both of these duties are mandated and the Utilization Management/Authorization unit is not currently able to meet the state requirements. Without these additional permanent part-time Registered Nurses, Contra Costa Health plan could see large fines by the state and a freeze on membership assignments.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved and without additional staff, Contra Costa Health Plan will not have adequate staffing to meet the mandated requirements of the Plan.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

AGENDA ATTACHMENTS

P-300 #21794

MINUTES ATTACHMENTS

Signed P300 21794

POSITION ADJUSTMENT REQUEST

NO. 21794
DATE 11/23/2015

Department HEALTH SERVICES-CCHP

Department No./
Budget Unit No. 0860 Org No. 6109 Agency No. A18

Action Requested: Add two 24/40 Registered Nurse-Experienced Level (VWXD) positions and cancel vacant 40/40 Registered Nurse-Experienced Level position #14543 the Contra Costa Health Plan division of the Health Services Department.

Proposed Effective Date: 12/9/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$28,727.37	Net County Cost	$0.00
Total this FY	$16,757.63	N.C.C. this FY	$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT CCHP Enterprise Fund II

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Kristen Cunningham
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe — 12/1/2015
Deputy County Administrator — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE _____
Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 12/1/2015

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☒ Other: Approve as requested by department

Dorothy Sansoe
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

C.25

POSITION ADJUSTMENT REQUEST

NO. 21794
DATE 11/23/2015

Department HEALTH SERVICES-CCHP

Department No./
Budget Unit No. 0860 Org No. 6109 Agency No. A18

Action Requested: Add two 24/40 Registered Nurse-Experienced Level (VWXD) positions and cancel vacant 40/40 Registered Nurse-Experienced Level position #14543 the Contra Costa Health Plan division of the Health Services Department.

Proposed Effective Date: 12/9/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $28,727.37 Net County Cost $0.00

Total this FY $16,757.63 N.C.C. this FY $0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT CCHP Enterprise Fund II

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Kristen Cunningham
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe — Deputy County Administrator
12/1/2015 — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS
Exempt from Human Resources review under delegated authority.
DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION:
DATE 12/1/2015

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☒ Other: Approve as requested by department

Dorothy Sansoe
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ■ ~~DISAPPROVED~~ ☐

DATE December 8 2015

David J. Twa, Clerk of the Board of Supervisors and County Administrator
BY [signature]

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Reallocate salaries of two classifications in the Health Services Department

RECOMMENDATION(S):
ADOPT Position Adjustment Resolution No. 21731 to reallocate the salary of the Supervising Accidental Release Prevention Engineer (V4HE) (represented) from salary plan and grade ZA5 1964 ($7,781-$9,458) to salary plan and grade ZA5 2079 ($8,719-$10,599), and the salary of the Director of Hazardous Materials Programs-Exempt (VLD2) (unrepresented) at salary plan and grade B35 1995 ($8,027-$9,757) to salary plan and grade B35 1995 ($9,150-$11,123) in the Health Services Department.

FISCAL IMPACT:
Upon approval, the annual costs associated with this action will be approximately $44,117, including $10,654 in pension costs. These costs will be fully funded by Hazardous Materials revenues received from Hazardous Materials fees.

BACKGROUND:
As a result of negotiated salary increases, the recent and upcoming wage increases for the Accidental Release Prevention (ARP) Engineer (V4SF) classification are as follows: 12% increase effective 7/1/2014, 10% increase effective 7/1/2015, and 3% that will become effective 7/1/2016.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Kristen Cunningham, (925) 957-5267

cc: James Hicks, Kristen Cunningham, Marta Goc

BACKGROUND: (CONT'D)

Due to the negotiated salary increase stated above, that became effective 7/1/2015, the Accidental Release Prevention (ARP) Engineer classification is now at higher base salary than that of the Supervising Accidental Release Prevention Engineer. Therefore a salary reallocation is necessary to correct this compaction issues between the ARP Engineer and the Supervising ARP Engineer classifications. Reallocating the salary of the Supervising ARP Engineer class will result in compaction issues with the Director of Hazardous Materials classification. Therefore, reallocating the salary plan and grade of the Director of Hazardous Materials classification is also being requested.

To resolve the compaction issues and maintain a salary gap between these classifications, the department is requesting a salary reallocation for the Supervising ARP Engineer classification and a salary reallocation for the Director of Hazardous Materials Programs classification.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the salary schedule of the ARP Engineer classification will continue to have a higher salary than that of the Supervising ARP Engineer classification and the Health Services Department will not be able to resolve this salary compaction issue.

AGENDA ATTACHMENTS

P300 No. 21731 HSD

MINUTES ATTACHMENTS

Signed P300 21731

POSITION ADJUSTMENT REQUEST

NO. 21731
DATE 7/27/2015

Department HEALTH SERVICES-Hazmat

Department No./
Budget Unit No. 0452 Org No. 5879 Agency No. A18

Action Requested: Reallocate the salary of Supervising Accidental Release Prevention Engineer (V4HE) in org #5873 and reallocate the salary of Director of Hazardous Materials Programs-Exempt (VLD2) in org #5879 in the Health Services Department.

Proposed Effective Date: 8/1/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$44,117.82	Net County Cost	$0.00
Total this FY	$40,441.34	N.C.C. this FY	$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Hazardous Materials Generated Revenues

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Kristen Cunningham
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe — 8/12/2015
Deputy County Administrator — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 8/13/2015

Reallocate the salary of the Supervising Accidental Release Prevention Engineer (V4HE)(represented) to salary plan and grade ZA5-2079 ($8,719-$10,599); and the salary of the Director of Hazardous Materials Programs-Exempt (VLD2) to salary plan and grade B35 1995 ($9,150-$11,123) in the Health Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

Lisa Lopez — 8/13/2015
(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 11/20/2015

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Enid Mendoza
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____ Date 11/20/2015 No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
   Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost

   a. Salary & Benefits Costs: _____
   b. Support Costs: _____
      (services, supplies, equipment, etc.)
   c. Less revenue or expenditure: _____
   d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
   a. potential future costs
   b. legal implications
   c. financial implications
   d. political implications
   e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
   ☐ a. Competitive examination(s)
   ☐ b. Existing employment list(s) Which one(s)? _____
   ☐ c. Direct appointment of:
      ☐ 1. Merit System employee who will be placed on leave from current job
      ☐ 2. Non-County employee

   Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

C 26

POSITION ADJUSTMENT REQUEST

NO. 21731
DATE 7/27/2015

Department HEALTH SERVICES-Hazmat

Department No./
Budget Unit No. 0452 Org No. 5879 Agency No. A18

Action Requested: Reallocate the salary of Supervising Accidental Release Prevention Engineer (V4HE) in org #5873 and reallocate the salary of Director of Hazardous Materials Programs-Exempt (VLD2) in org #5879 in the Health Services Department.

Proposed Effective Date: 8/1/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $44,117.82 Net County Cost $0.00

Total this FY $40,441.34 N.C.C. this FY $0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Hazardous Materials Generated Revenues

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Kristen Cunningham
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe — 8/12/2015
Deputy County Administrator — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 8/13/2015

Reallocate the salary of the Supervising Accidental Release Prevention Engineer (V4HE)(represented) to salary plan and grade ZA5-2079 ($8,719-$10,599); and the salary of the Director of Hazardous Materials Programs-Exempt (VLD2) to salary plan and grade B35 1995 ($9,150-$11,123) in the Health Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

Lisa Lopez — 8/13/2015
(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 11/20/2015

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Enid Mendoza
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☒ ~~DISAPPROVED ☐~~

DATE December 8 2015

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

BY June McKeen

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 8, 2015

Subject: Resolution No. 2015/448 State of California Minimum Wage Law

RECOMMENDATION(S):
ADOPT Resolution No. 2015/448 to adjust the salary ranges of certain job classifications to be in compliance with the State of California minimum wage law effective January 1, 2016.

FISCAL IMPACT:
Upon approval, the cost of this action will be absorbed by the Departments who utilize these classifications.

BACKGROUND:
The State of California has increased the minimum wage from $9.00 to $10.00 per hour effective January 1, 2016. In order to remain in compliance, the following job classifications will be reallocated on the salary schedule to set the salary step 1 at no less than $10.00 per hour on January 1, 2016, and additional steps will be adjusted as needed to maintain the current percentage between steps:

Class Code	Classification
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
3KW4	LIBRARY AIDE-EXEMPT
999E	STUDENT WORKER-DEEP CLASS
3KW2	LIBRARY STUDENT ASSISTANT-EX
CJK1	TEACHER ASST TRAINEE-PROJECT
98W1	CHILD NUTRT WORKER I-PROJECT
98W3	CHILD NUTRI WORKR I-PRJ SUB

Note that the salaries of the classifications of Title V Trainee (XSK1) and WEX Trainee (XSK2), per historical practice, will be addressed in a separate resolution.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

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

By: June McHuen, Deputy

cc: Lisa Lopez, Assistant Director of Human Resources, Harjit S. Nahal, Assistant County Auditor

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, Contra Costa County will not be in compliance with the State of California minimum wage law.

AGENDA ATTACHMENTS

Resolution No. 2015/448

MINUTES ATTACHMENTS

Signed Resolution No. 2015/448

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

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

AYE:	5	**John Gioia** **Candace Andersen** **Mary N. Piepho** **Karen Mitchoff** **Federal D. Glover**
NO:		
ABSENT:		
ABSTAIN:		
RECUSE:		

Resolution No. 2015/448

In The Matter Of: Reallocating certain job classifications on the Salary Schedule to be in compliance with the State of California Minimum Wage Law

The Contra Costa County Board of Supervisors in its capacity as governing Board of the County of Contra Costa and all districts of which it is ex-officio governing Board RESOLVES that:

WHEREAS, the State of California has increased the minimum wage from $9.00 to $10.00 per hour effective January 1, 2016; and

WHEREAS, in order to remain in compliance, the following job classifications will be reallocated on the salary schedule to set the initial salary step 1 at no less than $10.00 per hour on January , 2016:

Class Code	Classification
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
3KW4	LIBRARY AIDE-EXEMPT
999E	STUDENT WORKER-DEEP CLASS
3KW2	LIBRARY STUDENT ASSISTANT-EX
CJK1	TEACHER ASST TRAINEE-PROJECT
98W1	CHILD NUTRT WORKER I-PROJECT
98W3	CHILD NUTRI WORKR I-PRJ SUB

NOW, THEREFORE, BE IT RESOLVED the the County Administrator is authorized to reallocate upward any job classification with a pay grade below the State of California mandated minimum wage of $10.00 per hour on the salary schedule effective January 1, 2016.

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

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

cc: Lisa Lopez, Assistant Director of Human Resources, Harjit S. Nahal, Assistant County Auditor

C.27

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

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

AYE:	5	**John Gioia** **Candace Andersen** **Mary N. Piepho** **Karen Mitchoff** **Federal D. Glover**
NO:		
ABSENT:		
ABSTAIN:		
RECUSE:		

Resolution No. 2015/448

In The Matter Of: Reallocating certain job classifications on the Salary Schedule to be in compliance with the State of California Minimum Wage Law

The Contra Costa County Board of Supervisors in its capacity as governing Board of the County of Contra Costa and all districts of which it is ex-officio governing Board RESOLVES that:

WHEREAS, the State of California has increased the minimum wage from $9.00 to $10.00 per hour effective January 1, 2016; and

WHEREAS, in order to remain in compliance, the following job classifications will be reallocated on the salary schedule to set the initial salary step 1 at no less than $10.00 per hour on January , 2016:

Class Code	Classification
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
3KW4	LIBRARY AIDE-EXEMPT
999E	STUDENT WORKER-DEEP CLASS
3KW2	LIBRARY STUDENT ASSISTANT-EX
CJK1	TEACHER ASST TRAINEE-PROJECT
98W1	CHILD NUTRT WORKER I-PROJECT
98W3	CHILD NUTRI WORKR I-PRJ SUB

NOW, THEREFORE, BE IT RESOLVED the the County Administrator is authorized to reallocate upward any job classification with a pay grade below the State of California mandated minimum wage of $10.00 per hour on the salary schedule effective January 1, 2016.

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

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

cc: Lisa Lopez, Assistant Director of Human Resources, Harjit S. Nahal, Assistant County Auditor

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 8, 2015

Subject: Confirming Memorandum of Understanding with the Deputy District Attorneys' Association (correcting attachment)

RECOMMENDATION(S):
ADOPT Resolution No. 2015/452 correcting and replacing the attachment presented to the Board on October 20, 2015, in regards to the Memorandum of Understanding (MOU) between Contra Costa County and the Deputy District Attorneys' Association (DDAA) for the period of July 1, 2015 through June 30, 2018.

FISCAL IMPACT:
None.

BACKGROUND:
The DDAA began bargaining with Contra Costa County on or about May 14, 2015; a Tentative Agreement (TA) was reached between the County and the DDAA on October 8, 2015; and the resulting Memorandum of Understanding was adopted by the Board of Supervisors on October 20, 2015. The unexecuted copy of the MOU attached to the Board action on October 20 contained the original TA language agreed to by the union, which was revised at the close of bargaining. The executed, attached, MOU is now complete and correct.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

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

By: June McHuen, Deputy

cc: Lisa Lopez, Assistant Director of Human Resources, Haj Nahal, Assistant Auditor Controller, Alvan Mangalindan, Ann Elliott, Benefits Manager, Craig Taylor, Benefits Supervisor, Cherie Mathisen, Chief of Administrative Services

BACKGROUND: (CONT'D)

In summary, the changes are:

- Health, Life and Dental Care – Section 13
  - Inclusion of High Deductible Health Provider and Plan selected by the County.
  - Limit access to CCHP Plan B, Kaiser Permanente Plan A, Health Net HMO Plan A, and Health Net PPO to employees hired before January 1, 2016. These plans are to be eliminated for all employees beginning January 1, 2018.
  - The County will make available to employees represented by the Association any new medical or dental plans selected by the County to replace current plans not renewed. Notice will be provided regarding the effective date of any new medical or dental plans.
  - The County will adjust its monthly premium subsidies to cover all increases for the 2016 plan year.
  - Beginning January 1, 2017, any future increases in monthly premiums or plan premium penalties imposed by the medical plan, are to be shared evenly by the County and the Association.
  - Provide employees eligible to receive an offer of coverage from the County under the Affordable Care Act, with access to County medical plans at the full premium amount.

AGENDA ATTACHMENTS

Resolution No. 2015/452

DDAA MOU 7-1-15 thru 6-30-18

MINUTES ATTACHMENTS

Signed Resolution No. 2015/452

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

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

AYE:	5	**John Gioia** **Candace Andersen** **Mary N. Piepho** **Karen Mitchoff** **Federal D. Glover**
NO:		
ABSENT:		
ABSTAIN:		
RECUSE:		

Resolution No. 2015/452

In The Matter Of: Memorandum of Understandings with the Deputy District Attorneys' Association (DDAA) for the period of July 1, 2015 through June 30, 2018.

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

The executed Memorandum of Understanding (MOU) between Contra Costa County and the DDAA providing for wages, benefits and other terms and conditions of employment for the period beginning July 1, 2015 through June 30, 2018, for those classifications represented by the DDAA is ADOPTED. A copy of the MOU is attached.

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

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

cc: Lisa Lopez, Assistant Director of Human Resources, Haj Nahal, Assistant Auditor Controller, Alvan Mangalindan, Ann Elliott, Benefits Manager, Craig Taylor, Benefits Supervisor, Cherie Mathisen, Chief of Administrative Services

C.28

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

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

AYE:	5	**John Gioia** **Candace Andersen** **Mary N. Piepho** **Karen Mitchoff** **Federal D. Glover**
NO:		
ABSENT:		
ABSTAIN:		
RECUSE:		

Resolution No. 2015/452

In The Matter Of: Memorandum of Understandings with the Deputy District Attorneys' Association (DDAA) for the period of July 1, 2015 through June 30, 2018.

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

The executed Memorandum of Understanding (MOU) between Contra Costa County and the DDAA providing for wages, benefits and other terms and conditions of employment for the period beginning July 1, 2015 through June 30, 2018, for those classifications represented by the DDAA is ADOPTED. A copy of the MOU is attached.

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

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

cc: Lisa Lopez, Assistant Director of Human Resources, Haj Nahal, Assistant Auditor Controller, Alvan Mangalindan, Ann Elliott, Benefits Manager, Craig Taylor, Benefits Supervisor, Cherie Mathisen, Chief of Administrative Services

MEMORANDUM OF UNDERSTANDING

BETWEEN

CONTRA COSTA COUNTY

AND

DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

JULY 1, 2015 – JUNE 30, 2018

CONTRA COSTA COUNTY
DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

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ATTACHMENTS

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND
DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution No. 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors' Resolution No. 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Association is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of Contra Costa County, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the term set forth herein.

DEFINITIONS

Appointing Authority: The Department Head unless otherwise provided by statute or ordinance.

Association: Deputy District Attorneys' Association (DDAA).

Class: A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

Class Title: The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

County: Contra Costa County.

Demotion: Demotion is the reduction of an employee to another position in a class having a lower salary allocation than the class previously occupied by the employee or to a lower compensation level within the employee's salary range.

Director of Human Resources: The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.

Eligible: Any person whose name is on an employment, reemployment, or layoff list for a given class.

Employee: A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his return.

Employment List: A list of names of persons who have been found qualified for employment in a specific class.

Layoff List: A list of persons who have occupied positions allocated to a class in the Merit system and who have involuntarily separated by layoff, displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have voluntarily transferred in lieu of layoff or displacement.

Permanent-Intermittent Position: Any position that requires the services of an incumbent for an indefinite period of time, but on an intermittent basis, as needed, paid on an hourly basis. Notwithstanding any other provision of this MOU, permanent-intermittent employees are entitled to an hourly wage and FLSA overtime, when applicable, but no other pays or employment benefits, unless this MOU specifically references "permanent-intermittent" employees for a pay or benefit.

Permanent Part-Time Position: Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full time basis.

Permanent Position: Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.

Position: The assigned duties and responsibilities calling for the regular full time, part-time or intermittent employment of a person.

Project Employee: An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.

Promotion: The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied except as otherwise provided for in the Personnel Management Regulations or in ordinances or resolutions governing deep classifications.

Reallocation: The act of reassigning an individual position from one class to another class at the same range of the salary schedule, or to a class which is allocated to another range that is within five (5) percent of the top step except as otherwise provided for in the Personnel Management Regulations or in ordinances or resolutions.

Reclassification: The act of reassignment or change in allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the nature, difficulty, or responsibility of duties performed in the position.

Reemployment List: A list of persons who have occupied positions allocated to a class who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

Resignation: The voluntary termination of permanent employment with the County.

Transfer: The change of an employee to another position in the same class in a different department, or to another position in a class which is allocated to a salary schedule the top step of which is within five (5) percent of the top step of the class previously occupied in the same or different department or as otherwise defined in deep class ordinances or resolutions.

Union: Deputy District Attorneys' Association (DDAA).

SECTION 1 - ASSOCIATION RECOGNITION

The Association is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Board of Supervisor's Resolution 2008/132, dated March 11, 2008.

2KTF	Deputy District Attorney – Basic Level
2KTG	Deputy District Attorney – Advanced
2KWD	Deputy District Attorney – Fixed Term

SECTION 2 - ASSOCIATION SECURITY

2.1 Dues Deduction. Pursuant to Board of Supervisors' Resolution No. 81/1165, only a majority representative may have dues deduction and as such the Association has the exclusive privilege of dues deduction or agency fee deduction for all employees in its units.

2.2 Maintenance of Membership. All employees in units represented by the Association who are currently paying dues to the Association and all employees in such units who hereafter become members of the Association shall as a condition of continued employment pay dues to the Association for the duration of this MOU and each year thereafter so long as the Association continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.3.

2.3 Withdrawal of Membership. By notifying the Auditor-Controller's Department in writing, between August 1 and August 31, any employee may withdraw from Association membership and discontinue paying dues as of the payroll period commencing September 1. Upon close of the above referenced 30 day period, the Auditor-Controller shall submit to the Association the list of the employees who have rescinded their authorization for dues deduction.

2.4 Communicating With Employees. Representatives of the Association, not on County time, shall be permitted to place employee literature at designated locations in County buildings if arranged through the Department Head or designated representative.

2.5 Use of County Buildings. The Association shall be allowed the use of areas normally used for meeting purposes for Association meetings during non-work hours when:

A. Such space is available.
B. There is no additional cost to the County.
C. It does not interfere with normal County operations.

SECTION 3 - NO DISCRIMINATION

There shall be no discrimination because of age, sex, race, creed, color, national origin, religion, disability, sexual orientation or Association activities against any employee or applicant for employment by the County or by anyone employed by the County.

SECTION 4 – ASSOCIATION REPRESENTATIVES

4.1 Attendance at Meetings. Employees designated as Association Representatives or official representatives of the Association shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

A. If their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors.

B. If their attendance is sought by a hearing body or presentation of testimony or other reasons.

C. If they are designated as an Association Representative, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.

D. If they are designated as spokesperson or representative of the Association and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving the Association are to be discussed.

E. Association Representatives and Association officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in Association business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the Association business involved.

F. Official representative of the Association shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Labor Relations Manager or other management representatives on matters within the scope of representation, provided advance arrangement for the time away from the work assignment or station are made with the appropriate Department Head. No more than four (4) Association Representatives will be released at any one time during work hours for this purpose.

SECTION 5 - SALARIES

5.1 General Wages.

A. Effective on October 1, 2015, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by five percent (5%).

B. Effective on July 1, 2016, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by four and one-half percent (4.5%).

C. Effective July 1, 2017, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by four and one-half percent (4.5%).

SECTION 6 - LAYOFFS

Layoffs, if necessary, will be made pursuant to the Contra Costa County Personnel Management Regulations, Part 12 - LAYOFF.

SECTION 7 - JURY DUTY AND WITNESS DUTY

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

A. When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.

B. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.

C. If summoned for jury duty in a Municipal, Superior, or Federal Court, or a Coroners jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.

D. When an employee is summoned for jury duty selection or is selected as a juror in a Municipal, Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:

1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.

2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.

E. Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.

F. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

G. When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.

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

7.2 Witness Duty. Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

SECTION 8 - GRIEVANCE PROCEDURE

8.1 Definition and Procedural Steps. A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final. The interpretation or application of those provisions not being subject to the grievance procedure. Disciplinary action shall not be the subject of a grievance pursuant to this grievance procedure. An employee may choose to appeal disciplinary action through the Merit Board or by any other means available outside of this MOU. Grievances regarding promotions or claims of discrimination are not subject to the grievance procedure. The Association may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

Step 1. The Association and any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet

with the grievant within five (5) work days of receipt of a written request to hold such meeting.

If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing and request that a Board of Adjustment be convened, to such management official as the Department Head may designate. This request shall be filed no more than (10) ten days after the completion of Step 1. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing.

Step 2. BOARD OF ADJUSTMENT: Pursuant to a formal written request, as defined above, a Board of Adjustment shall be created to be composed of two (2) representatives of each party to this Agreement, for the purpose of passing on all claims, disputes and grievances arising between the parties during the term of this MOU. Said Board shall meet for consideration of any such matter referred to it within seven (7) calendar days after receipt of said written request. For cases other than those which are disciplinary in nature, the convening of the Adjustment Board may be waived. The request of either party to extend the time limit for the convening of the Board of Adjustment due to extenuating circumstances will not be unreasonably denied. If the matter is not adjusted and is impassed, the moving party shall communicate in writing to the other party within twenty (20) business days following the meeting of the Board of Adjustment their desire to proceed to arbitration. Failure of the moving party to comply with the twenty (20) business day time limit herein specified shall be deemed to be a conclusive waiver of the grievance.

Step 3. ARBITRATION: The parties will mutually select an impartial arbitrator. If the parties are unable to agree upon the selection of an arbitrator, they shall request a panel of arbitrators from the California State Mediation and Conciliation Service and they shall select an arbitrator by utilizing the strike-off method. Any fee for provision of a panel of arbitrators shall be split equally between the parties.

Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute. Nothing contained herein shall require either party to supply documents which are irrelevant.

All jointly-incurred arbitration expenses shall be borne by the losing party. In the event of a dispute concerning the application of this Section, the Arbitrator shall be empowered to determine the allocation of expenses.

8.2 Compensation Claims. The Employer is not required to pay any wage claim or portion thereof retroactively for a period of more than six (6) months immediately prior to the date of the Employer's receipt, of written notice from the Union, of such claim.

8.3 Strike or Work Stoppage. During the term of this MOU, the Association, its members and representatives, agree that it and they will not engage in, authorize,

sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties.

8.4 The arbitrator's decision shall be final and binding. The arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.

SECTION 9 – DAYS AND HOURS OF WORK/HOLIDAYS

9.1 Definitions – Days and Hours of Work.

A. **Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

B. **Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.

C. **Flexible Work Schedule:** A flexible work schedule is when the employee is regularly scheduled to work other than eight (8) hours per day between Monday and Friday, inclusive.

D. **4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour working days and one (1) eight (8) hour day off during a workweek consisting of any seven (7) day period, for a total of forty (40) hour per workweek.

E. **9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty six (36) hours in one calendar week and forty four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty four (44) hour calendar week. In the forty four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.

F. **Workweek for Employees on Regular, Alternate, Flexible, and 4/10 Work Schedules:** For employees on regular, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

G. **Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours).

9.2 **Timestamp:** Each and every temporary and permanent intermittent employee (hereafter called "hourly employees") must timestamp in and out as he/she begins his/her work shift/day, finishes his/her work shift/day, and takes meal breaks.

9.3 **Accrual Usage:** The use of leave accruals must be reported in one minute increments and may not be rounded.

9.4 **Automated Time Keeping:**

A. The Association agrees to the implementation of an automated timekeeping system by the County. The Association waives its right to meet and confer regarding any impacts that result from the County's implementation of the automated timekeeping system. The Association agrees to convert from the current monthly payroll procedures with an advance to a new payroll procedure to be determined.

B. The County will ensure that the necessary equipment to allow temporary and permanent-intermittent employees, who are paid on an hourly basis, to "timestamp" in and out in a timely manner.

9.5 **Holidays Observed.** The County will observe the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

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

9.6 **Definitions - Holidays**

A. **Holidays:** Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

B. **Holidays – Flexible, Alternate, 9/80, and 4/10 Work Schedules:** When a holiday falls on the regulary scheduled day off any employee who is on a flexible, alternate, 9/80, or 4/10 work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same month and work week as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the workday is a nine (9) hour day, the employee must use on one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick

leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

9.7 Holidays – Part-Time Employees. Permanent, part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part time employee's weekly schedule bears to forty (40) hours.

A. Holiday Observed – Part-Time Employees: When a holiday is observed by the County, each part time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by 8 (hours), without a reduction in pay. For example, a part time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday (24/40 multiplied by 8 = 4.8). Hereafter, the number of hours produced by this calculation will be referred to as the "Part Time employee's holiday hours."

When the number of hours in a part time employee's scheduled work day that falls on a holiday is more than the employee's "Part Time employee's holiday hours," the employee must use non-sick leave accruals for the difference between the employee's scheduled work hours and the employee's "Part Time employee's holiday hours." If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

9.8 Personal Holiday Credit. Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, employees are paid for any unused personal holiday credit hours at the employee's then current rate of pay, up to a maximum of forty (40) hours.

SECTION 10 – VACATION LEAVE

10.1 Vacation Accrual Rates. Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

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

10.2 Vacation Allowance for Separated Employees. On separation from County service an employee shall be paid for any unused vacation credits at the employees then current pay rate.

10.3 Service Award Date Defined: An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

Example One:

1. The employee's Service Award Date is January 1, 1988.
2. The employee reaches 20 years of service on January 1, 2008.
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's March 10, 2008 pay warrant.

Example Two:

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

SECTION 11 – SICK LEAVE

11.1 Sick Leave. Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and Administrative Bulletin No. 411.7 (Sick Leave Policy) adopted on October 17, 1997, as periodically amended.

11.2 Part-Time Employees. Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.

SECTION 12 – LEAVE OF ABSENCE

12.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the District Attorney.

12.2 General Administration – Leave of Absence. Requests for leave without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specfically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

A. Leave without pay may be granted for any of the following reasons:

1. Illness or disability

2. Pregnancy

3. Parental

4. To engage in a course of study which will increase the emplolyee's skills upon return to the position.

5. For other reasons or circumstance acceptable to the District Attorney.

B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the reason for the leave if foreseeable. If the need is not forseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for the family care leave arises.

C. A leave with pay may be for a period not to exceed one (1) year.

12.3 Family Care Leave or Medical Leave. Upon request to the District Attorney, in a rolling twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least twelve (12) weeks leave (less if so requested by the employee) for:

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

B. Family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

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

12.5 Intermittent Use of Leave. The twelve (12) week entitlement may be used intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The twelve (12) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the twelve (12) week entitlement.

12.6 Aggregate Use for Spouse. In the situation where husband and wife are both employed by the County, the family care of medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of twelve (12) weeks during a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

12.7 Definitions. For medical and family care leaves of absence under this section, the following definitions apply:

A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.

B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.

C. Spouse: A partner in marriage as defined in California Civil Code Section 4100.

D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.

E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by State and Federal law.

F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;

2. the probable duration of the condition;

3. an estimate of the amount of time which the employee needs to render care or supervision;

4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;

5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.

G. Certification for Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;

2. the probable duration of the condition;

3. a statement that the employee is unable to perform the functions of the employee's job;

4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.

H. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

SECTION 13 - HEALTH, LIFE & DENTAL CARE

13.1 Health Plan Coverages: The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) hours or more per week and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

Providers:
1. Contra Costa Health Plans (CCHP)
2. Kaiser Permanente Health Plan
3. Health Net
4. Delta Dental
5. DeltaCare (PMI)
6. High Deductible Health Plan Provider selected by the County

Medical Plans:
All employees will have access to the following medical plans:

1. CCHP A
2. Kaiser Permanente Plan B
3. Health Net HMO Plan B
4. A High Deductible Health Plan selected by the County

The following additional medical plans will be available only to employees hired before January 1, 2016, and will be eliminated for all employees beginning January 1, 2018:

1. CCHP Plan B
2. Kaiser Permanente Plan A
3. Health Net HMO Plan A
4. Health Net PPO- all plans

13.2 Monthly Premium Subsidy:

A. The monthly premium subsidy in effect on January 1, 2015, for each medical and/or dental plan, is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

Health & Dental Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$509.92	$1,214.90	$1,214.90
Contra Costa Health Plans (CCHP), Plan B	$528.50	$1,255.79	$1,255.79
Kaiser Permanente Health Plans	$478.91	$1,115.84	$1,115.84
Health Net HMO Plans	$627.79	$1,540.02	$1,540.02
Health Net PPO Plans	$604.60	$1,436.25	$1,436.25
County Selected High Deductible Health Plan	$478.91	$1,115.84	$1,115.84
Delta Dental with CCHP A or B	$41.17	$93.00	$93.00
Delta Dental with Kaiser or Health Net	$34.02	$76.77	$76.77
Delta Dental without a Health Plan	$43.35	$97.81	$97.81
DeltaCare (PMI) with CCHP A or B	$25.41	$54.91	$54.91
DeltaCare (PMI) with Kaiser or Health Net	$21.31	$46.05	$46.05
DeltaCare (PMI) without a Health Plan	$27.31	$59.03	$59.03

B. If the County contracts with a medical or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that medical plan for employees and their eligible family members.

C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

D. In the event that a provider no longer offers to the County a medical or dental plan listed in this Section 13 or a provider and the County do not renew a medical or dental plan listed in this Section 13, the Association agrees that the new medical or dental plans selected by the County to replace the current plans will be available to employees represented by the Association and the Association agrees that the new plans will replace the medical or dental plans provided for in this MOU. The County will give notice to the Association when any new medical or dental plans are adopted and when they will be effective for employees represented by the Association.

13.3 Retirement Coverage:

A. Upon Retirement:

1. Upon retirement and for the term of this agreement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the Heath/Dental monthly premium subsidies for eligible retirees and their eligible family members set forth in subsection 13.2 (Monthly Premium Subsidy).

2. Any person who becomes age 65 on or after December 14, 2010, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after December 14, 2010, and their eligible family members, no monthly premium subsidy will be paid by the County for any health or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within one hundred twenty (120) days of separation from County employment and (ii) he or she pays the full premium cost under the health or dental plan without any County premium subsidy.

B. Employees Who File For Deferred Retirement. Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and dental plan under the following conditions and limitations.

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.

2. Life insurance coverage is not included.

3. To continue health and dental coverage, the employee must:

   a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;

   b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;

   c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and

   d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.

4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10th of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage pursuant to Subsection 13.3 (Retirement Coverage) paragraph A as similarly situated retirees who did not defer retirement are entitled.

5. Deferred retirees may elect health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to Subsection 13.3 (Retirement Coverage) paragraph A as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for health/dental coverage as similarly situated retirees who did not defer retirement.

C. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsection 13.3 (Retirement Coverage) paragraphs (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one (1) year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.

D. Subject to the provisions of subsection 13.3 (Retirement Coverage) paragraphs A, B, and C and upon retirement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.

E. For purposes of this subsection 13.3 (Retirement Coverage) only, "eligible family members" does not include Survivors of employees or retirees.

13.4 <u>Health Plan Coverages and Provisions.</u> The following provisions are applicable regarding County Health and Dental Plan participation:

A. <u>Health, Dental and Life Participation by Other Employees:</u> Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health or Dental plans (with the associated life insurance benefit) at the employee's full expense.

B. <u>Coverage Upon Separation:</u> An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

13.5 <u>Family Member Eligibility Criteria:</u> The following persons may be enrolled as the eligible Family Members of a medical or dental plan Subscriber:

A. <u>Health Insurance</u>

1. <u>Eligible Dependents:</u>

   a. Employee's Legal Spouse
   b. Employee's qualified domestic partner
   c. Employee's child to age 26
   d. Employee's Disabled Child who is:

(1) over age 26,
i. Unmarried; and,
ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

1. Eligible Dependents:

a. Employee's Legal Spouse
b. Employee's qualified domestic partner
c. Employee's unmarried child who is:
(1) Under age 19; or
(2) Age 19, or above, but under age 24; and,
i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
ii. Receives at least 50% of support from Employee; and,
iii. Is enrolled and attends school on a full-time basis, as defined by the school.

d. Employee's Disabled Child who is:
(1) Over age 19,
i. Unmarried; and,
ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

13.6 Dual Coverage.

A. Each employee and retiree may be covered only by a single County health (or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.

B. All dependents as defined in Section 13.5 Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of

their eligible children may be covered as dependents of either the husband or the wife, but not both.

C. For purposes of this subsection 13.6 (Dual Coverage) only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

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

A. For the plan year that begins on January 1, 2016, the County will pay the monthly premium subsidy for medical plans stated in subsection 13.2.A., and adjust the amounts paid by the County so that the employee cost for the 2016 plan year does not increase and in recognition of the increases to the Employee Plus Two or More Dependents medical premiums caused by the shift to a three-tier plan structure. In total, the County will pay the following amounts for the 2016 plan year:

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

B. For the plan year that begins on January 1, 2017, and for the term of this agreement, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in subsection 13.7.A. for medical plans. If the monthly premium charged for a Kaiser Permanente Plan B tier is less than the amount paid by the County pursuant to subsection 13.7.A. for that tier, then the difference (100% of the savings) will be divided equally among the other Kaiser Permanente Plan B tiers. The savings amount will be added to the medical plan premium cost-sharing increase amounts paid by the County in a plan year.

C. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in subsection13.7.B, above, the following are the 2016 total monthly medical plan premium amounts:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$657.08	$1,314.15	$1,971.23
Contra Costa Health Plans (CCHP), Plan B	$728.38	$1,456.77	$2,185.15
Kaiser Permanente Health Plan A	$749.80	$1,499.60	$2,249.39
Kaiser Permanente Health Plan B	$585.68	$1,171.36	$1,757.04
Health Net HMO Plan A	$1,208.76	$2,417.52	$3,626.27
Health Net HMO Plan B	$840.55	$1,681.10	$2,521.65
Health Net PPO Plan A	$1,643.40	$3,286.80	$4,930.20
Health Net PPO Plan B	$1,479.47	$2,958.94	$4,438.40

13.8 Life Insurance Benefit Under Health and Dental Plans. For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars ($10,000) will be provided by the County. For Deputy District Attorneys, additional Group Term Life Insurance in the amount of forty-five thousand dollar ($45,000) will be provided by the County.

13.9 Supplemental Life Insurance. In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars ($500,000), of which one hundred thousand ($100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

13.10 Health Care Spending Account. After six (6) months of permanent employment, full and part-time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

13.11 PERS Long-Term Care. The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

13.12 Dependent Care Assistance Program. The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside a predetermined amount of annual salary not to exceed the lesser of either five thousand dollars ($5,000) or the

maximum amount authorized by federal law, per calendar year, of before tax dollars to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

13.13 Premium Conversion Plan. The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

13.14 Prevailing Section. To the extent that any provision of this Section 13 (Health, Life and Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section 13 (Health, Life and Dental Care) will prevail.

13.15 Rate Information. The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

13.16 Partial Month. The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

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

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

13.18 Child Care. The County will continue to support the concept of non-profit child care facilities similar to the “Kid’s at Work” program established in the Public Works Department.

13.19 Health Benefit Coverage for Permanent Intermittent Employees. To access County health coverage, permanent intermittent employees represented by the Association must be eligible to receive an offer of coverage from the County under the

federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to the County's lowest cost, single individual health insurance plan as determined by the County. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

SECTION 14 – CATASTROPHIC LEAVE BANK

14.1 Program Design. All employees are included in the Catastrophic Leave Bank and may designate a portion of accrued vacation, compensatory time, holiday compensatory time, or personal holiday credit to be deducted from the donor's existing balances and credited to the bank or to a specific eligible employee.

A. The County Human Resources Department operates a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or personal holiday credit be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability that manifests itself during employment.

B. The plan is administered under the direction of the Director of Human Resources. The Human Resources Department is responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals is subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee will meet as necessary to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.

C. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and will be treated as regular sick leave accruals.

D. To receive credits under this plan, an employee must have permanent status, have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence, and have medical verification of need.

E. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, personal holiday, compensatory time or holiday compensatory time accounts. Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

F. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

G. Each recipient is limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor is limited to one hundred twenty (120) hours per calendar year.

H. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

I. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits May be denied, or awarded for less than six (6) months. The committee may limit benefits in accordance with available contributions and choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee has fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

J. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

SECTION 15 – TRAVEL REIMBURSEMENT

The County will pay a mileage allowance for the use of personal vehicles on County business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the IRS, whichever is later. This section will be administered in accordance with Administrative Bulletin 111.7.

SECTION 16 – RETIREMENT

16.1 Contribution. Effective on September 1, 2012, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association, without the County paying any part of the employees' contribution. Employees are also responsible for the payment for the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

16.2 414H2 Participation. The County will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the County Auditor-Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as is required by statute.

16.3 Retirement Benefits – Employees Who Become Members of CCCERA After December 31, 2012.

A. For employees who become members of the Contra Costa County Employees Retirement Association (CCCERA) after December 31, 2012, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent PEPRA conflicts with any provision of this Agreement, PEPRA will govern.

B. For employees who become members of the Contra Costa County Employees Retirement Association (CCCERA) after December 31, 2012, cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.

C. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to employees who, under PEPRA, become New Members of CCCERA. As soon as feasible, the County and the Association shall work actively and cooperatively, in good faith, in support of the legislation. The Association must support the legislation, in addition to the County, by calling and sending a letter (on Association letterhead) in support of the bill to the state legislator sponsoring the bill, on or before the date specified by the County. In addition, if requested by the County, the Association must testify in support of the bill before the state legislative committees considering the bill. The parties' obligation hereunder shall continue until the effective date of such legislation, notwithstanding the failure to obtain such legislation in any particular legislative session, unless otherwise mutually agreed upon by the County and the Association.

SECTION 17 – PROFESSIONAL EXPENSES

17.1 The County shall reimburse each Deputy District Attorney up to a maximum of six hundred dollars ($600) for each fiscal year for the following types of expenses: membership dues in legal, professional associations; purchase of legal publications; legal on-line computer services; and training and travel costs for educational courses related to the duties of a Deputy District Attorney; and software and hardware from a standardized County approved list or with Department Head approval. Each Deputy District Attorney agrees to comply with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Certification regarding compliance with the County's Computer Use and Security Policy may be required.

The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.

Each professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt).

Any unused accrual may be carried forward to the next fiscal year up to eight hundred dollars ($800).

17.2 The County will pay, on behalf of Deputy District Attorneys, California State Bar membership dues (but not penalty fees) and for criminal specialization fees. To be eligible, an employee must be employed as a Deputy District Attorney with the Contra Costa County District Attorney's Office as of January 1 of each calendar year.

The Office of the District Attorney will notify the Auditor-Controller by January 10th of each year the count of eligible attorneys and the amount to be paid to the State Bar.

The Auditor-Controller will prepare one check to the State Bar of California for annual membership dues by January 20th.

The Office of the District Attorney will process payment and any required documentation to the State Bar of California by January 30, of each year.

SECTION 18 – BILINGUAL PAY DIFFERENTIAL

A monthly salary differential will be paid to incumbents of positions requiring bilingual proficiency as designated by the Appointing Authority and the Director of Human Resources. The differential will be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month. The differential is one hundred dollars ($100.00) per month.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County, and such designations may be amended or deleted at any time.

SECTION 19 – WORKERS' COMPENSATION

A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from eighty-seven percent (87%) to eighty-six percent (86%). For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%). If Workers' Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

B. Continuing Pay. Permanent employees shall continue to receive the appropriate percentage as outlined above of their regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation under Workers' Compensation Law set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.. When any disability becomes medically permanent and stationary and/or maximum medical improvement, the salary provided in this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

The County contribution to the employee's group medical plan shall continue during any period of compensable temporary disability absence.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one (1) injury or illness.

C. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first, provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits provided the employee notifies his supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

D. Applicable Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one (1) year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

E. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation Rehabilitation Temporary Disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted.

Thereafter, the Rehabilitation Temporary Disability benefits will be paid directly to the employee.

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

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

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

C = Sick leave or vacation charge per day (in hours)
W = Statutory Workers' Compensation for a month
S = Monthly salary

SECTION 20 – LONGEVITY PAY

A. **Longevity Differential.** Permanent, full-time and part-time employees who have completed ten (10) years of Contra Costa County service will receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.

B. **Longevity Differential.** Permanent, full-time and part-time employees who have completed fifteen (15) years of Contra Costa County service will receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award.

C. **Longevity Differential.** Permanent, full-time and part-time employees who have completed twenty (20) years of Contra Costa County service will receive a two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award. For those employees who completed twenty (20) years of service on or before November 1, 2012, this longevity differential will be paid prospectively only from November 1, 2012.

SECTION 21 – DEFERRED COMPENSATION INCENTIVE

A. The County will contribute eighty-five dollars ($85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan as indicated below.

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

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty-five dollar ($85) Deferred Compensation Incentive. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either

because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

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

1. Beginning on April 1, 2011 and for the term of this Agreement, the County will contribute one hundred and fifty dollars ($150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:

   a. The employee must be hired by Contra Costa County on or after January 1, 2011.

   b. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.

   c. The employee must have been employed by Contra Costa County for at least 90 calendar days.

   d. The employee must contribute a minimum of twenty-five dollars ($25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.

   e. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.

   f. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.

C. No Cross Crediting: The amounts contributed by the employee and the County pursuant to Subsection B do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Contribution Required to Maintain Incentive Program Eligibility" in Subsection A. Similarly, the amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee's $25 per month minimum contribution required by Subsection B.

D. Maximum Annual Contribution: All of the employee and County contributions set forth in Subsections A and B will be added together to ensure that the annual maximum contribution to the employee's deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.

E. Deferred Compensation Plan – Loan Provision: On June 26, 2012 the Board of Supervisors adopted Resolution 2012/298 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective June 26, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is $1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or $50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time $50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time $25 loan initiation fee and a monthly maintenance fee of $1.50. These fees are paid by payroll deduction. The County's website provides employees with the following information:
    a. Deferred Compensation Loan Provision
    b. FAQ's for the Loan Provision including loan status upon termination of employment and the consequences of defaulting on a loan
    c. Pros and Cons of borrowing from the Deferred Compensation Plan
    d. Loan Application and Agreement

SECTION 22 – ANNUAL ADMINISTRATIVE LEAVE

A. On January 1st of each year, full-time employees in paid status and in the classifications of District Attorney – Basic Level, Deputy District Attorney – Advanced, and Deputy District Attorney Fixed Term will be credited with ninety four (94) hours of paid Administrative Leave. Employees appointed after July 1st will be credited for forty seven (47) hours of annual administrative leave on the first succeeding January 1st and will be credited for ninety four (94) hours annually thereafter. Annual Administrative leave must be used during the

calendar year in which it is credited and any unused hours may not be carried forward.

B. Permanent part-time employees are eligible for administrative leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for administrative leave.

C. Employees appointed (hired or promoted) are eligible for administrative leave on the first day of the month following their appointment date and will receive annual administrative leave in accordance with subsection A., above.

SECTION 23 – VACATION BUY-BACK

A. For Employees Hired Before January 1, 2012:

Deputy District Attorney – Basic Level, Deputy District Attorney – Advanced, and Deputy District Attorney Fixed Term, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.

Where a lump-sum payment is made to employees as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will be adjusted to reflect the percentage difference in base pay rates upon which the lump sum payment was computed, provided that the period covered by the lump-sum payment includes the effective date of the vacation buy-back.

B. For Employees Hired On and After January 1, 2012.

Employees promoted or hired by the County into any classification represented by the Deputy District Attorneys Association on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by the Deputy District Attorneys Association will retain that benefit after promoting into a classification represented by the Deputy District Attorneys Association.

SECTION 24 – SICK LEAVE INCENTIVE

Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff

must be approved by the Director of Human Resources, and is subject to the following conditions:

A. The employee must have resigned in good standing.

B. Payout is not available if the employee is eligible to retire.

C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.

D. Payout is by the following schedule:

Years of Continuous Service	Payment of Unused Sick Leave Payable
3 - 5 years	30%
5 - 7 years	40%
7 plus years	50%

E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.

F. It is the intent of the Board of Supervisors that payment pursuant to this section precludes County retirement benefits resulting from employment by this County or Districts governed by the Board.

SECTION 25 – COMPUTER VISION CARE (CVC) USERS EYE EXAM

Employees are eligible to receive an annual eye examination on County time and at County expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by their department.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription CVC eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic CVC eye wear consisting of a fifty dollar ($50) frame and single, bifocal or trifocal lenses. Employees may, through individual arrangement between the employee and the employees' doctor and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the Plan.

SECTION 26 – LONG-TERM DISABILITY INSURANCE

The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits.

SECTION 27– ATTORNEY FIXED-TERM CLASSES

A. The Fixed-Term (2KWD) attorney class is ineligible for the following benefits:

1. Longevity Pay Plan
2. Management Life Insurance
3. Management Long-Term Disability
4. Attorney Professional Development Reimbursement Fund fifty percent (50%) of the benefit is available on January 1 and fifty percent (50%) is available on July 1.

B. Employees in the Fixed-Term Attorney class will be credited hours paid administrative leave each January 1, subject to the provisions of the MOU.

SECTION 28 – LAW SCHOOL STUDENT LOAN REIMBURSEMENT PROGRAM

For purposes of retention and to bridge the gap between the newer attorneys and those attorneys that qualify for longevity pay.

A. Eligibility: Fixed term employees and those employees that are converted from fixed term to regular employees. The measuring period runs from date of hire to anniversary date. Such payments shall only be made to employees on the payroll as of the date of ratification of this agreement.

B. Qualifying amounts and terms:

i. If during or upon completion of the third consecutive year of employment as a full-time Deputy District Attorney Fixed-Term employee (hereafter “fixed term employee”), a fixed term employee is employed as a Deputy District Attorney - Basic Level (hereafter “regular employee”), such employee is eligible to receive $2,000 for purposes of reimbursement for law school student loan payments.

ii. For those employees that are not retained and not converted to regular employees, upon completion of their ninth consecutive month of employment in their third year, an amount not to exceed $1000 will be payable to eligible employees.

iii. After conversion from a fixed-term employee to a regular employee in the fourth full year of employment with the County, at the conclusion of twelve consecutive months of service, the eligible Deputy District Attorneys are eligible to receive $3000 for purposes of reimbursement for law school student loan payments.

iv. After the completion of the fifth full year of employment as a regular full-time employee, (twelve consecutive months of service) the eligible Deputy District Attorneys are eligible to receive $4000 for purposes of reimbursement for law school student loan payments.

v. For persons employed less than forty hours per week, the law school reimbursement amount shall be adjusted proportionately to the percentage of time the person is actively working throughout the respective year.

vi. Employee must supply documentation reflecting the existence of an outstanding student loan and annual payment record for the student loan during the preceding twelve months.

vii. This Law School Loan Reimbursement Program becomes effective one month after approval by the Board of Supervisors. Third year employees that reached their anniversary date in December 2007, and have been converted to regular employees, after completing 12 consecutive months of employment with the District Attorneys office are eligible to receive $2000 reimbursement subject to supplying the requisite documentation.

viii. This program is not available to those attorneys that have paid off their law school student loans or to those attorneys that have not incurred student loans.

ix. Maximum loan reimbursement for eligible employees shall be for a period not to exceed three years.

x. The law school loan reimbursement program will not exceed $9000 for any one person.

xi. The above payments are subject to applicable state and federal withholding, if any.

xii. The terms and conditions are subject to language approved by the County's Auditor's Office.

SECTION 29 – SERVICE AWARDS

A. The County shall continue its present policy with respect to service awards including time off provided however that the type of award given shall be at the sole discretion of the County.

The following procedure shall apply with respect to service awards:

1. Presentation Before the Board of Supervisors
   An employee with 20 or more years of service may go before the Board of Supervisors to receive his/her service award.

   When requested by the Department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the Department as to the time and date of the Board meeting.

2. Service Award Day Off
   Employees with 15 or more years of service are entitled to take a day off with pay at each five (5) year anniversary.

SECTION 30 – LOSS OR DAMAGE TO PERSONAL PROPERTY

The loss or damage to personal property of employees is subject to reimbursement. Reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost. Reimbursement for loss or damage of personal property shall be in accordance with Administrative Bulletin 518.2 (May 23, 1989).

SECTION 31 – ADOPTION

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions.

It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

SECTION 32 - SCOPE OF AGREEMENT AND SEVERABILITY OF PROVISIONS

32.1 Scope of Agreement. Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

SECTION 30 – LOSS OR DAMAGE TO PERSONAL PROPERTY

The Association understands and agrees that the County is not obligated to meet and confer regarding wages, hours or conditions of employment during the term of this extended agreement, except as otherwise required by law.

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

32.3 Personnel Management Regulations. The Personnel Management Regulations formerly governed the District Attorneys as non-represented management. The Deputy District Attorney Association was formally recognized as the bargaining agent of Contra Costa District Attorneys on March 17, 2007. This MOU now governs the employment of the District Attorneys subject to matters that are accepted subjects of bargaining. Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail.

32.4 Duration of Agreement. This Agreement will continue in full force and effect from July 1, 2015 to and including June 30, 2018. Said Agreement shall automatically renew from year to year thereafter unless the Association or the County gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

Date: 11/19/15

Contra Costa County: *(Signature / Printed Name)*	**DDAA:** *(Signature / Printed Name)*
/ BRUCE HEID	/ Paul J. Graves
/ Alvan Mangalindan	/ Ryan Wagner
/ Doug MacMaster	/ Aron J. DeFerrari
C Mathisen / Cherie Mathisen	/
/	/
/	/

ATTACHMENTS

ATTACHMENT A **CLASS AND SALARY LISTING**

ATTACHMENT B **MEDICAL/DENTAL PLANS COPAYS**

ATTACHMENT A

DEPUTY DISTRICT ATTORNEYS' ASSOCIATION
CLASS AND SALARY LISTING
Effective 7/1/2015

			Salary Range	
Job code	Class Title	Flex Staff (F)/ Deep Class (D)	From	To
2KTG	DEPUTY DISTRICT ATTORNEY-ADV		$10,934.03	$12,069.12
2KTF	DEPUTY DISTRICT ATTORNEY-BASIC		$8,978.59	$10,939.54
2KWD	DEPUTY DISTRICT ATTORNEY-FT		$6,475.26	$6,961.00

ATTACHMENT B
Deputy District Attorney's Association

MEDICAL/DENTAL PLANS
July 1, 2015 through June 30, 2018

Covered Offered

The County offers the following Plans:
Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net, Delta Dental and Delta Care USA (PMI) Dental.

Co-Pays and Co-Insurance

The health plan co-pays are as follows:

CCHP A:	$0 Office Visit in the RMC Network $0 Preferred Generic RX $0 Preferred Brand RX $0 Non-Preferred Brand RX
CCHP B (*):	$0 Office Visit in the RMC Network $5 Office Visit in the CPN Network $3 Preferred Generic RX $3 Preferred Brand RX $3 Non-Preferred Brand RX
KAISER PERMANENTE PLAN A (*):	$10 Office Visit $10 Preferred Generic RX $20 Preferred Brand RX $20 Non-Preferred Brand RX $10 Emergency Room
KAISER PERMANENTE PLAN:	$500 Deductible Per Person $1000 Deductible Per Family $20 Office Visit Copay (not subject to deductible) $20 Urgent Care Copay (not subject to deductible) $10 Lab & X-ray Copay (not subject to deductible) $10 Preferred Generic RX $30 Preferred Brand RX $30 Non-Preferred Brand RX 10% Co-Insurance After Deductible for Inpatient Hospital, Outpatient Surgical and Emergency Room $3000 per person and $6000 per family Annual Out of Pocket Maximum

KAISER PERMANENTE HDHP	$1500 Deductible Per Person $3000 Deductible Per Family 10% Office Visit Coinsurance (After Deductible) 10% Urgent Care Coinsurance (After Deductible) 10% Lab & X-Ray Coinsurance (After Deductible) $10 Generic Rx (After Deductible) $30 Brand-Name Rx (After Deductible) 10% Inpatient Hospitalization Coinsurance (After Deductible) 10% Outpatient Surgery & ER Coinsurance (After Deductible) $3000 per Person Annual Out of Pocket Maximum $6000 per Family Annual Out of Pocket Maximum
HEALTH NET HMO Plan A (*):	$10 Office Visit $10 Preferred Generic RX $20 Preferred Brand RX $35 Non-Preferred Brand or Generic RX $25 Emergency Room
HEALTH NET HMO Plan B:	$20 Office Visit $50 Urgent Care Visit $1000 Inpatient Hospital Co-pay $500 Out-Patient Surgery Co-pay $100 Emergency Room Co-pay $10 Preferred Brand RX $20 Non-Preferred Brand RX $35 Non-Preferred Brand or Generic RX $2000 per person and $6000 per family Annual Out of Pocket Maximum
HEALTH NET PPO Plan A (*):	$10 Office Visit in network $5 Preferred Generic RX $5 Preferred Brand RX $5 Non-Preferred Brand or Generic RX $50 Emergency Room Deductible, 10% Co-Insurance
HEALTH NET PPO Plan B (*):	$500 Deductible Per Person $1500 Deductible Per Family $20 Office Visit in network 80% / 20% For Most In-Network Benefit 60% / 40% For Most In-Network Benefit $10 Preferred Generic RX $20 Preferred Brand RX $35 Non-Preferred Brand or Generic RX $50 Emergency Room Deductible, 30% Co-Insurance

* This plan is not available to employees hired on or after January 1, 2016

CONTRA COSTA COUNTY
DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

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Contra Costa County

To: Board of Supervisors

From: Chad Godoy, Director of Agriculture/Weights & Measures

Date: December 8, 2015

Subject: MOU between CA Agricultural Commissioners and Sealers Assn. (CACASA) and the Agricultural Commissioner of CCC

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Agricultural Commissioners and Sealers Association (CACASA) to reimburse the Count an amount not to exceed $6,372 for non-mandated pesticide use reporting activities for the period of July 1, 2015 through June 30, 2016.

FISCAL IMPACT:
The Agricultural Department will be reimbursed in an amount not to exceed $6372 for activities related to pesticide use reporting. There is no county match of funds.

BACKGROUND:
The California Department of Pesticide Regulations no longer offers individual data submission contracts to counties and has contracted with CACASA to provide the data storage, software and data communication infrastructure for the reporting of pesticide use data. CACASA has simplified the overall process of the stat submission contracts and is providing the online program support to maintain the enhanced reporting capabilities. In order to ease the transition from county personnel inputting the data to the user of the pesticide inputting the data, CACASA is providing funding to counties during the transition period, in return for county agricultural commissioners' efforts to provide on-going data input and training to submitters of data to use the new online submission program.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: 646-5250

cc:

CONSEQUENCE OF NEGATIVE ACTION:

A negative vote would cause the department to lose revenue for the pesticide use reporting program.

CHILDREN'S IMPACT STATEMENT:

None

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Interagency Agreement #28-682-13 with Mt Diablo Unified School District

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #28-682-13 with Mt. Diablo Unified School District, to pay County an amount not to exceed $9,000, for the Tuberculosis (TB) Testing Program for Mt. Diablo Unified School District (MDUSD) employees, for the period from September 1, 2015 through June 30, 2016.

FISCAL IMPACT:
Approval of this Interagency Agreement will result in a total payment to the County not to exceed $9,000. No County match required.

BACKGROUND:
In the past, MDUSD employees received vouchers to be used at Public Health Clinics for TB testing. Employees experienced extremely long waits to redeem their vouchers for testing and subsequent reading. In an effort to provide better services, MDUSD, Contra Costa Health Services, Public Health Clinic Services have coordinated to provide TB testing and reading services at one MDUSD facility. Under Interagency Agreement #28-682-13 Mt. Diablo Unified School District will pay the County a total of $9,000, to provide TB testing and reading services for MDUSD employees, through June 30, 2016.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: DANIEL PEDDYCORD 313-6712

cc: A Floyd , N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not be able to provide TB testing services to Contractor's employees.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 8, 2015

Subject: Accept Additional SLPP Funds for the Arts and Culture Commission

RECOMMENDATION(S):

Approve and Authorize the County Administrator, or designee, to execute a grant amendment with the State of California, California Arts Council, to increase the amount payable to the County by $11,996 for a new total of $23,996, to provide advocacy for the advancement of the arts in Contra Costa County, with no change in the term of October 1, 2015 through September 30, 2016.

FISCAL IMPACT:

A match of $12,000 is required under the terms of the Grant. This amount may be from any public or private source. In-kind donated services may be used for up to 50% of the requirement. The match requirement is met by the current General Fund appropriation to the Arts and Culture Commission of $14,248. In addition, an appropriation is made to the Public Works Department to cover the cost of the Arts and Culture Commission's building occupancy costs. This indirect appropriation may also be used to cover the required match.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Enid Mendoza, (925) 335-1039

cc:

BACKGROUND:

Established by the Board of Supervisors in December 1996 as an official County commission and the authorized County partner with the California Arts Council, the Arts and Culture Commission (AC5) first applied for and received funding from the State-Local Partnership Program in July 1995 for fiscal year 1995-1996. Since that time, the Board of Supervisors has designated and reaffirmed the Arts and Culture Commission as the authorized partner of the State-Local Partnership Program of the California Arts Council. This designation allows the County to apply for and accept funding from the State to enhance art and culture programs in the county.

The State-Local Partnership Program fosters community development through the arts at the county level via partnerships between the California Arts Council and a local arts agency. Partners benefit from funding, technical assistance and coordinated activities that support their efforts that enrich the lives of the members of their communities through the arts.

On September 15, 2015 the Board of Supervisors approved the execution of a grant from the California Arts Council in the amount of $12,000. On November 10, 2015 the County was informed that the grant amount had been increased to $23,996.

CONSEQUENCE OF NEGATIVE ACTION:

The County will loose the opportunity for additional funding.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

From: Joseph E. Canciamilla, Clerk-Recorder

Date: December 8, 2015

Subject: HAVA Accessibility Contract with the Secretary of State

RECOMMENDATION(S):
APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to apply for and accept a "HAVA Polling Place Accessibility Training Program" grant in the amount of $38,370 from the California Secretary of State for reimbursement to the County for voter accessibility activities and equipment for the implementation of HAVA Section 261, for the period November 1, 2015 through June 30, 2016.

FISCAL IMPACT:
100% Federal Funds. No County matching funds are required.

BACKGROUND:
This grant provides reimbursement to the County for accessibility survey activities, mitigation of barriers, and accessible voting accessories to improve the access of all voters to polling places on Election Day (equipment for the implementation of HAVA Section 261).

CONSEQUENCE OF NEGATIVE ACTION:
The County will not be reimbursed for these activities.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Scott Konopasek (925) 335-7808

cc:

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Approve Memorandum of Understanding #28-881 with Anthem Blue Cross Health Plan

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, a Memorandum of Understanding #28-881 with Anthem Blue Cross Managed Care Plan (MCP), for the purpose of coordinating services between Anthem Blue Cross MCP and the County's Targeted Case Management (TCM) program for Anthem Blue Cross MCP Medi-Cal patients for the period from July 1, 2015 through June 30, 2020.

FISCAL IMPACT:
None. This non-financial agreement will allow the County to continue to receive funds to provide Targeted Case Management services for Medi-Cal patients enrolled in the Anthem Blue Cross Managed Care Plan No additional County match is required.

BACKGROUND:
Since 1997, the Department of Health Care Services has funded many local governmental agencies to provide TCM services. The TCM program is a federal program funding comprehensive case management services to individuals within a specified target group. Public Health Nursing provides TCM services. Due to California's "Bridge to Reform", Section 1115 Medicaid demonstration waiver and the related Medi-Cal managed care expansion, the new TCM policies

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Daniel Peddycord, 313-6712

cc: T Scott, Jpigg, M Wilhelm

BACKGROUND: (CONT'D)

require a current TCM provider Memorandum of Understanding with participating counties. This Memorandum of Understanding defines protocols for coordination of care to assure non-duplication of services for Anthem Blue Cross Medi-Cal patients who receive TCM comprehensive case management services by the County's Public Health Nurses.

Approval of Memorandum of Understanding #28-881 allows the County and Anthem Blue Cross Managed Care Plan to adhere to state and federal policies and procedures ensuring coordination and non-duplication of services through June 30, 2020. This agreement includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not have funds accessible to continue the Targeted Case Management Services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra
Costa
County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Authorize to Apply and Accept if awarded a California State EMS Authority Grant to Advance Health Information Exchange in Emergency Medical Services G

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Health Services Director, or designee, to apply for and accept, if awarded, the California State EMS Authority Health Information Exchange Emergency Medical Services Grant (PULSE+EMS) to demonstrate health information exchange between emergency medical services and community hospitals.

FISCAL IMPACT:
None.

BACKGROUND:
In 2013 Contra Costa EMS was awarded a State EMS Authority Health Information Exchange Grant to conduct a data infrastructure analysis assessing Contra Costa Emergency Medical Services readiness for health information exchange. That analysis became part of a report "Health Information Exchange Services in Support of Disaster Preparedness and Emergency Medical Response" prepared for the Office of the National Coordinator for Health Information Technology (IT) in April of 2014.

As a result of this participation Contra Costa EMS was invited by the Assistant Secretary for Preparedness and Response to participate in the US Department of Health and Human Services Patient Unified System for

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Pat Frost, 646-4690

cc: T Scott, M Wilhelm, Leticia Andreas

BACKGROUND: (CONT'D)

Emergencies (PULSE), an effort in California to ensure potentially life-saving health information is available to health professionals and emergency responders during a disaster.
In June 2015 the State of California Emergency Medical Services Authority (EMSA) was awarded a Patient Unified Lookup System for Emergencies Plus Emergency Medical Services known as (PULSE+EMS) grant from the US Department of Health and Human Services, Office of National Information Technology to advance health information exchanged (HIE) statewide during a disaster and regionally in daily emergency medical services (EMS).

The project has three primary use case deliverables:
1. Development of public health disaster response medical history portal, called PULSE, for health care professionals and creation of four connections to non-profit community or private health information organizations (HIO);
2. Implementation of PULSE, with a secure, web-based portal for healthcare professionals, who are California Disaster Healthcare Volunteers (DHV), and;
3. Implementation of +EMS for daily EMS exchange in 2 regional areas in California, which included 1 ambulance provider and 1 hospital in each area.

The Contra Costa EMS Agency is seeking approval to apply for and receive if awarded a grant to support Health information exchange within Contra Costa County. The competitive grant award is between $250,000 to $500,000 with funding directed to support the grant deliverables associated with +EMS. Over the last 12 months Contra Costa EMS has been working with the following entities who have committed to participating in the effort and include EPIC, Contra Costa Regional Medical Center, Contra Costa Health Services Division of Information Technology, Contra Costa Health Service Division of Public Health, First Watch (EMS Agency analytics vendor) and Alliance partner American Medical Response. In addition Contra Costa Community Hospital Partners Kaiser and Sutter Health are exploring participation. All grant deliverables must be completed prior to July 2017 and it is anticipated that that grant project will take a minimum of 12 months to complete.

CONSEQUENCE OF NEGATIVE ACTION:

The Contra Costa EMS System and patients will not benefit from the ability to conduct health information exchange between EMS providers and hospitals under normal and disaster conditions.

ATTACHMENTS

flyer

Health Information Exchange in EMS

Connecting EMS to the broader healthcare system

PULSE+EMS

Patient Unified Lookup System for Emergencies

California Emergency Medical Services Authority

Funded by Cooperative Agreement Grant #90IX0006/01-00
U.S. Department of Health and Human Services,
Office of the National Coordinator

ESSENTIAL HIE FUNCTIONS IN PULSE +EMS

S	**SEARCH:**	PARAMEDICS and EMTs may look up and display patient problem list, medications, allergies, POLST and DNR in field on ePCR screen	Improve clinical decision making Improve patient care
A	**ALERT:**	Display patient Information on hospital dashboard at ED to alert and share incoming patient information to assist in time-sensitive therapies	Improve decision support Better transitions of care Improve patient care
F	**FILE:**	Incorporate ePCR data into hospital EHR in HL7 format (using NEMSIS 3.4 CDA standards)	Build better longitudinal patient record
R	**RECONCILE:**	Receive patient disposition information from hospital EHR to add to EMS provider patient record	Improve population health

Connecting health information organizations supports disaster medical response and makes prehospital care part of patient information sharing on a day-to-day basis.

Why HIE in EMS?

- During a disaster, healthcare professionals need access to patient information to avoid medical errors, renew medication, and better serve patients relocated during a disaster.
- Actions taken by EMS providers at the scene and en route to the hospital affect outcomes, quality of care and patient satisfaction.
- Knowledge of a patient's medications, allergies, health conditions and end-of-life preferences improves care and can prevent errors.
- Community paramedicine programs rely on access to patient information to direct care.
- Alerting the emergency department dashboard enables hospital staff to activate specialty care teams for a stroke, cardiac or trauma.
- Prehospital patient care reports contain valuable information. They should be added to the longitudinal patient record and should be useable for research and system improvement.
- Reimbursement is changing. Managed care, capitated payments, and shared savings models all depend on patient information.
- EMS must be a full partner in the collection, sharing and meaningful use of patient health information to demonstrate value.

Contact Information

Website: www.emsa.ca.gov/HIE

Blog: www.EMSinHIEinCA.wordpress.ca.gov

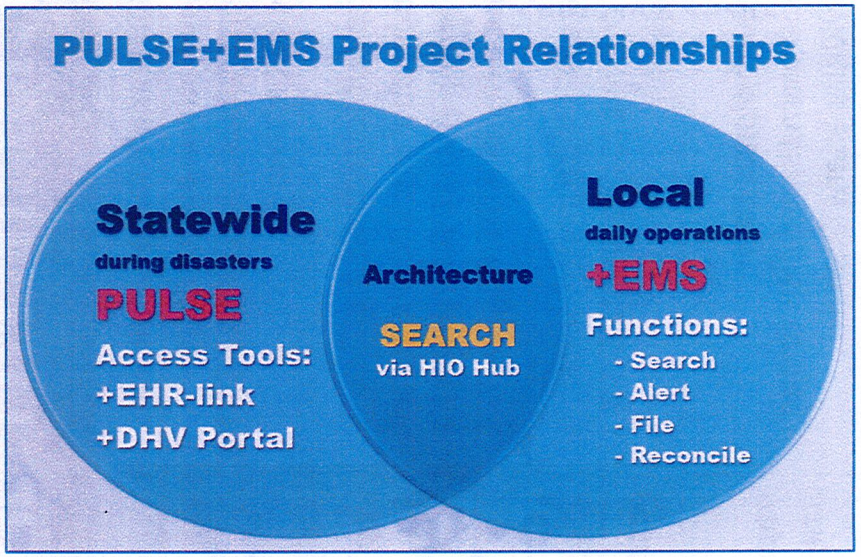
Dan Smiley, Project Director
dan.smiley@emsa.ca.gov (916) 431-3672

Jim Switzgable, Project Manager
jim.switzgable@emsa.ca.gov (916) 431-3739

June Iljana, Project Coordinator
june.iljana@emsa.ca.gov (916) 431-3723

Grant Details

- $2.75 million over two years (July 27, 2015 – July 26, 2017) to develop technology, infrastructure, policies and agreements that enable interoperable, bidirectional HIE between multiple HIOs during a disaster and between EMS, HIOs, and hospitals in daily EMS operations.
- Deliverables:
  - ✓ Connectivity and exchange between at least four HIOs/HIEs
  - ✓ Connectivity and exchange between ePCR and EHR in at least two areas
  - ✓ Advisory committee, conferences and outreach



PULSE+EHR-Link (Disaster/Statewide)
Will enable emergency department personnel to access health information for relocated California patients during disasters.

PULSE+DHV (Disaster/Statewide)
Will enable credentialed healthcare providers in alternate care sites during disasters to access patient information through a secure URL.

PULSE+EMS (Day-to-day EMS/Local or Regional)
Will enable EMS providers on scene to exchange patient health information with local hospitals.

DEPARTMENT OF HEALTH & HUMAN SERVICES

Office of the Secretary

Washington, D.C. 20201

Patricia Frost
Director EMS
Contra Costa Emergency Medical Services
1340 Arnold Drive Suite 126
Martinez, CA 94553-1631

RECEIVED
MAY 04 2015
CONTRA COSTA
EMERGENCY MEDICAL SERVICES

Dear Ms. Frost,

On behalf of the U.S. Department of Health and Human Services we want to thank you for agreeing to participate in the Patient Unified Lookup System for Emergencies (PULSE), an effort in California to ensure potentially life-saving health information is available to health professionals and emergency responders during a disaster. The past 15 years have presented our country with extraordinary challenges for emergency preparedness and response to both natural and manmade disasters. While we have made tremendous strides, we know there is much more to do to ensure Americans are safe and can receive quality health care during these events.

The PULSE collaborative effort will set a new national precedent for preparedness and resilience, not just in California but for the nation. California is vulnerable to many types of disasters, including fires, floods, drought, infectious disease outbreaks and especially earthquakes. According to the Earthquake Center, California has 99.7% chance of a 6.7 magnitudes or greater earthquake in the next 30 years. Coupled with extraordinary population density and growth, the risk to human life is significant in any disaster scenario.

With more than 40 health information exchange organizations in the state, creating an ability to query and share patient information during a disaster is critical. While the U.S. Department of Health and Human Services is a strong supporter of this initiative, we understand that state and local officials know best how to meet the needs of Californians. We encourage you to continue to work closely with both the California Emergency Medical Services Authority (CalEMSA) and the California Association of Health Information Exchanges (CAHIE) as this important vision becomes a reality.

Again, thank you for your willingness to participate in PULSE and your continued support to protect the health and well-being of all Californians, especially those who are least able to help themselves.

S

Sincerely,

Nicole Lurie, MD, MSPH
Assistant Secretary for Preparedness and Response

Karen B. DeSalvo, MD, MPH, MSc
National Coordinator for Health Information Technology

Bryan Sivak
Chief Technology Officer

S

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Interagency Agreement #28-753-8 with Pittsburg Unified School District

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #28-753-8 with Pittsburg Unified School District, an Educational Institution, to pay County an amount not to exceed $3,800, for the Public Health Clinic Services Scoliosis Screening Project for 7th and 8th grade students, for the period from September 1, 2015 through August 31, 2016.

FISCAL IMPACT:
Approval of this Interagency Agreement will allow Pittsburg Unified School District to pay County $4.00 per student to support the Public Health Clinic Services Scoliosis Screening Project. (No County match).

BACKGROUND:
Pittsburg Unified School District has requested that Contra Costa Health Services, Public Health Clinic Services, provide Scoliosis Screening Clinics at their middle schools for their 7th grade girls and 8th grade boys, throughout the school year. By providing an outreach program such as the scoliosis screening of their students, the School District is able to provide a valuable diagnostic and preventative service to their students who might otherwise go untreated.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: DANIEL PEDDYCORD
925-313-6712

cc: A Floyd , N Rios

BACKGROUND: (CONT'D)

On December 2, 2014 the Board of Supervisors approved Interagency Agreement #28-753-7 for the provision of Public Health Clinic Services Scoliosis Screening at Pittsburg Unified School District for the period from November 1, 2014 through August 31, 2015. Approval of Interagency Agreement #28-753-8, Pittsburg Unified School District will provide funding to support continuing scoliosis-screening services to its students, through August 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If contract is not approved, the Pittsburg Unified School District will not be able to provide continuous scoliosis screening to its eighth grade male students and seventh grade female students throughout the school year.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Interagency Agreement # 29-507-14 with West Contra Costa Unified School District

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #29-507-14 with West Contra Costa Unified School District, to pay the County an amount not to exceed $5,000, for the provision of mental health services to students and their families, for the period from September 1, 2015 through June 30, 2016.

FISCAL IMPACT:
Approval of this Interagency Agreement will result in a total payment to the County of $5,000. No County match is required.

BACKGROUND:
Under this agreement, West Contra Costa Unified School District (WCCUSD) will pay the County for the provision of mental health day treatment services to severely emotionally disturbed Special Education students and their families, who are participants in the Seneca Center's

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon 957-5201

cc: E Suisala, N Rios

BACKGROUND: (CONT'D)

Early Periodic Screening, Diagnosis and Treatment (EPSDT) program. This program will allow students to function effectively in school, at home and in the community, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive payment for the provision of mental health day treatment services provided to severely emotionally disturbed students and their families during the term of this Contract.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Agreement #28-881 with Anthem Blue Cross Health Plan

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Memorandum of Understanding Agreement #28-881 with Anthem Blue Cross Health Plan, a non-financial agreement, for Targeted Case Management (TCM) Program to the County's Public Health Clinics Services, for the period from July 1, 2015 through June 30, 2020.

FISCAL IMPACT:
None. This Non-Financial Agreement will provide assurance TCM claims are not duplicated for Medi-Cal Managed Care beneficiaries. No additional County match is required.

BACKGROUND:
Since 1997, the Department of Health Care Services has funded many Local Governmental Agencies (LGA) to provide Targeted Case Management (TCM) services. The Targeted Case Management (TCM) Program is a Federal Program funding the provisions of comprehensive case management services to individuals within a specified target group. Due to California's "Bridge to Reform", Section 1115 Medicaid demonstration waiver and the related Medi-Cal managed care expansion, the new TCM policies and procedures requires a current TCM provider Participation

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Daniel Peddycord, (925) 313-6712

cc: J Pigg , N Rios

BACKGROUND: (CONT'D)

Agreement and Contra Costa County was selected as one of the managed care health plans for Contra Costa County. This Memorandum of Understanding defines protocol for health care plans to follow in order to avoid duplication of services and activities. These protocols will serve as the basis for the coordination of care and non-duplication of services.

Approval of Agreement #28-881 allows the County and Anthem Blue Cross Health Plan to adhere to the policies and procedures ensuring coordination and non-duplication of services set forth in the Targeted Case Management Program Memorandum of Understanding, through June 30, 2020. This agreement includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not have funds accessible to continue the Targeted Case Management Services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Date: December 8, 2015

Subject: Dispatch Services for the City of Oakley

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the City of Oakley, including mutual indemnification, to pay the County an amount not to exceed $3,000,000 to provide police dispatching services for the period May 1, 2016 through April 30, 2021.

FISCAL IMPACT:
No Net County Cost. $3,000,000 revenue over five years.

BACKGROUND:
The Office of the Sheriff will provide police dispatching services, limited to law enforcement activity for the City of Oakley. Services will include dispatching, call-taking, sending and receiving voice and data traffic, answering emergency (911) calls and warrant checks to aid the City's Police Department.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve this contract will result in the inability of the Sheriff's Office to provide the City of Oakley with adequate 911 Dispatcher Services resulting in a safety concern for the community, reduced revenue for the Office of the Sheriff and the County General Fund.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Sandra Brown, 925-335-1553

cc:

CHILDREN'S IMPACT STATEMENT:

No impact.

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: Interagency Agreement Between the Department of Conservation and Development & Contra Costa Resource Conservation District. (49609)

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Director of the Department of Conservation and Development, or designee, to execute an Interagency Agreement with Contra Costa Resource Conservation District (CCRCD), which includes non-standard General Conditions including indemnification provisions, in an amount not to exceed $40,000 for the Pinole Creek Fish Passage Enhancement Project, for the period January 1, 2016 through December 31, 2017.

FISCAL IMPACT:
No impact to the County General Fund. 100% covered by Contra Costa County Fish and Wildlife Propagation Funds.

BACKGROUND:
On April 22, 2014, the Board of Supervisors approved the allocation of grant funds from the Fish and Wildlife Propagation Fund to 16 grant applicants. The Contra Costa Resource Conservation District was approved to receive $40,000 for the Pinole Creek Fish Passage Enhancement project. The goal of the project is to provide adult steelhead access to upstream spawning and rearing habitat by enhancing fish passage conditions at the I-80 Pinole Creek culvert. The proposed design accommodates both upstream and downstream passage for adult rainbow trout/steelhead.

Construction was postponed due to delays in the process of obtaining regulatory and land use permit approvals. The project will be put out to bid early in the year 2016 and, provided regulatory agencies issue all permits in time, construction should begin in June 2016 with an expected completion date of October 2016. In the event that any regulatory permits are not issued in time for the 2016 construction season, the project will be constructed in 2017, following the same monthly schedule.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Maureen Parkes, 925-674-7831

cc:

BACKGROUND: (CONT'D)

Consistent with the April 22, 2014 Board of Supervisors approval to allocate grant funds from the Fish and Wildlife Propagation Fund to the project, CCRCD will use 100 percent of the grant award to contract with a construction contractor for site preparation, erosion and sedimentation, and clearwater diversion and de-watering for the Pinole Creek Fish Passage Enhancement Project. All Fish and Wildlife Propagation funds will be provided on a cost reimbursement basis.

Since the proposed contract deviates from the standard county indemnification provisions (see attached), it is subject to the review and approval by the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, construction of the Pinole Creek Fish Passage Enhancement Project would be delayed until CCRCD is able to obtain other sources of revenue.

ATTACHMENTS

L-4

Contra Costa County

Number
C49609

Standard Form L-4
Revised 2014

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Agency and Department agree that the following Special Conditions are part of this Contract.

1. All references in this Contract to the term "County" mean "Contra Costa County". All references in this contract to "Contractor" mean "Contra Costa Resource Conservation District."

2. Section 5(a) (Written Notice) of the General Conditions is hereby deleted in its entirety and replaced with the following:

"5(a) Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty days advance written notice thereof, and may be cancelled immediately by written mutual consent. In the event that the County terminates this Contract, Contractor will submit a final payment demand and County will render payment for all services rendered and expenses incurred up to the date of cancellation."

3. Section 5(c) (Cessation of Funding) of the General Conditions is hereby deleted in its entirety and replaced with the following paragraph:

"5(c) Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, the County will provide notice to Contractor at the earliest reasonable opportunity. Contractor will cease work immediately upon receipt of notice from County. The County will render payment for all services rendered and expenses incurred up to the date of notification. "

4. Section 9 (Disputes) of the General Conditions is hereby deleted in its entirety and replaced with the following:

"9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to written determination by the head of the Department of Conservation and Development, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government. Any dispute arising under this Contract that is not settled by agreement of the parties may be settled by mediation, or other legal proceedings, provided that neither party is obligated to participate in any alternative dispute resolution process."

5. Section 18 (Indemnification) of the General Conditions is hereby deleted in its entirety and replaced with the following:

"18. Mutual Indemnification.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

a. Contractor shall defend, indemnify and hold the County, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of Contractor, its officers, agents, or employees.

b. County shall defend, indemnify and hold the Contractor, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of County, its officers, agents, or employees."

6. Section 20 (Notices) of the General Conditions is hereby deleted in its entirety and replaced with the following:

"20. Notices. All notices provided for this Contract must be in writing and may be delivered by deposit in the United States mail, postage pre-paid. Notices to the County must be addressed to the head of the Department of Conservation and Development. Notices to the Contractor must be addressed the Contractor's address designated in Section 2 of the first page of this Contract. The effective date of notice is five (5) days after the date the notice was placed in the mail."

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 8, 2015

Subject: Contract with Mt. Diablo Adult Education for Services to CalWORKs Clients

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Mt. Diablo Adult Education, including modified mutual indemnification language, for outreach and training of California Work Opportunity and Responsibility to Kids (CalWORKS) clients in an amount not to exceed $40,576.32 for the term of October 1, 2015, through June 30, 2016.

FISCAL IMPACT:
$40,576.32: 85% Federal and 15% State CalWORKS's Single Allocation funds.

BACKGROUND:
The purpose of this contract is to establish practices, services and classes that would allow for expanded hours of participation of CalWORKs clients in federally approved education and work activities. Our expectations of the contractors are that 80% of referred clients will complete the program and enroll in school or obtain employment. As a public agency, Mt. Diablo Adult Education requires mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:
These valuable services will not be provided to CalWORKs clients.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Gina Chenoweth 3-1648

cc:

CHILDREN'S IMPACT STATEMENT:

None.

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: Contract Amendment to Extend the Term Limit with Cardno for the Preparation of an EIR for the Shell Greenhouse Gas Reduction Project

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract extension with Cardno to extend the term of the Contract from December 31, 2015 through December 31, 2016, with no change in the payment limit, to provide continued service for the completion of the Environmental Impact Report (EIR) for the Shell Martinez Refinery's Greenhouse Gas Reduction Project (County File #LP14-2006).

FISCAL IMPACT:
No impact to the General Fund. All application, environmental review, and project processing costs and fees to be paid by the project applicant.

BACKGROUND:
The Department of Conservation and Development (Department) received an application from Shell Oil Products U.S. (Shell) for a Land Use Permit for the Greenhouse Gas Reduction Project (County File #LP14-2006) at its Martinez refinery, which will require physical and operational changes to several of the refinery's hydrocarbon processing units. The Department of Conservation and Development determined that this project required the preparation of an environmental impact report (EIR) pursuant to the California Environmental Quality Act. The County solicited qualified independent contractors to prepare the EIR for the project, and Contract #47772 was awarded to Cardno. Cardno is currently preparing the EIR document. This contract is due to expire on December 31, 2015. The Department previously halted work on the EIR at the request of Shell. Shell has now asked the Department to proceed and the Department is recommending a change in contract term to allow sufficient time to complete the work.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Gary Kupp, (925) 674-7799

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the contract amendment is not approved, the contractor will be unable to complete the environmental review for the pending application.

ATTACHMENTS

Contra Costa County

To: Board of Supervisors

From: Ed Woo, Chief Information Officer

Date: December 8, 2015

Subject: Contract Amendment with CherryRoad Technologies, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute (1) a contract amendment with CherryRoad Technologies Inc, effective December 8, 2015, to increase the payment limit by $467,360 to a new payment limit of $6,152,310 for the purchase of 10,250 Oracle cloud service seat licenses and Taleo Recruiting and Transitions Onboarding licenses, and for additional services to implement the County's Taleo Recruiting and Transitions Onboarding solution, and (2) a Cloud Services Ordering Document, dated January 4, 2016, with Oracle America, Inc., for the Oracle cloud service and Taleo Application licenses.

FISCAL IMPACT:

The $6,152,310 is budgeted under Org #1695 FY 2014-2015, FY 2015-2016, and FY 2016-2017, supported through countywide interdepartmental charges to all departments.

BACKGROUND:

The PeopleSoft Human Capital Management (HCM) system is currently used to process the county's payroll, in addition to maintaining Human Resources and Employee Benefits records. The original contract with CherryRoad Technologies, Inc., provided for the contractor to perform a fit/gap analysis, infrastructure assessment and initial upgrade tasks to upgrade PeopleSoft HCM version 8.8 to version 9.2, at a cost up to $1,200,000.

The County and contractor first amended the contract in September 2015 to provide that the Contractor would host nine application test environments, at a cost of up to $150,000.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Ed Woo 925-383-2688

cc:

BACKGROUND: (CONT'D)

The County and contractor amended the contract a second time in November 2015 to begin the upgrade tasks to upgrade Peoplesoft HCM version 8.8 to version 9.2 at a cost of up to $4,334,950.

The proposed third amendment is for Contractor to purchase 10,250 Oracle cloud service seat licenses and Taleo Recruiting and Transitions Onboarding licenses on behalf of County, and perform services to implement the Taleo Recruitment and Onboarding application, which will be hosted by Oracle on its servers. The Taleo Recruiting and Transitions Onboarding application will interface with the PeopleSoft HCM system.

The purposes of acquiring and implementing the Taleo Recruiting and Transitions Onboarding application is so the County can: (1) replace the County's current recruiting and applicant tracking software; (2) reduce paperwork by creating, storing and managing all forms electronically; (3) reduce the redundancy of manually inputting critical new employee information by pre-populating form fields; (4) provide electronic new hire benefit packets to employees; (5) automatically route pertinent documents to payroll, IT, retirement and other applicable areas such as scheduling mandatory trainings through our Target Solutions platform; (6) provide a seamless process for a candidate from the recruitment phase through the hiring/onboarding process.

Oracle will host the Taleo Recruiting and Transitions Onboarding application through its hosted cloud services solution. The County previously entered into a Public Sector Agreement for Oracle Cloud Services, dated March 17, 2015, with Oracle America, Inc., which sets forth Oracle's obligations with respect to hosting its applications through its cloud services solution. The County's Department of Child Support and Services uses the Oracle Cloud Solution to access the Oracle Performance Management application. Execution of a Cloud Services Ordering Document will increase the number of cloud seat licenses available to County and provide access to the Taleo Recruiting and Transitions Onboarding application.

The contract amendment includes a special condition limiting the contractor's liability to County for the PeopleSoft application upgrade services to the amount the contractor is to be paid for those services ($5,684,950), and for the Taleo onboarding and recruiting application implementation services to the amount the contractor is to be paid for those services ($467,000). The limitation on liability does not apply to Contractor's indemnity obligations under the contract.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the contract amendment will result in the continued use of the current antiquated and paper-based system, which negatively impacts the County's ability to timely and efficiently recruit candidates and onboard new hires.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Approve a Contract Amendment with Blessing & Harvey Professional Services Inc., d/b/a Ernie's Plumbing & Sewer Service

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Blessing & Harvey Professional Services, Inc. (dba Ernie's Plumbing & Sewer Service), effective December 08, 2015, to increase the payment limit by $1,200,000 to a new payment limit of $1,850,000, with no change to the original term of April 1, 2015 through March 31, 2018, for sublet emergency plumbing services, Countywide.

FISCAL IMPACT:
This cost is to be funded through Facilities Services budget. (100% General Fund)

BACKGROUND:
Facilities Services is responsible for plumbing maintenance and repair for all County buildings and facilities. Based on Facilities Services staffing or the unavailability of County employees, plumbing work is sublet to outside vendors. The original bid on Bidsync # 1501-114, Ernie's Plumbing and Rotor-Rooter Plumbing are the awarded vendors for this work. Due to

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Stan Burton, (925) 313-7077

cc:

BACKGROUND: (CONT'D)

several uncommon plumbing situations the original payment limit has been exhausted. Facilities Services is requesting an increase to the original payment limit with no change to the original term.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract amendment is not approved, sublet emergency plumbing services will not be performed.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Approve a Contract Amendment with Overmiller Inc., d/b/a Roto-Rooter Sewer Service

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Overmiller, Inc. (dba Roto-Rooter Sewer Service), effective December 08, 2015, to increase the payment limit by $1,200,000, to a new payment Limit of $1,850,000, with no change to the original term of April 1, 2015 through March 31 2018, for sublet emergency plumbing services, Countywide.

FISCAL IMPACT:
This cost is to be funded through Facilities Services budgets. (100% General Fund)

BACKGROUND:
Facilities Services is responsible for plumbing maintenance and repair for all County buildings and facilities. Based on the Facilities Maintenance staffing or the unavailability of County employees, plumbing work is sublet to outside vendors. The original bid on Bidsync # 1501-114, Ernie's Plumbing and Rotor-Rooter Plumbing are the awarded vendors for this work. Due to several uncommon plumbing situations, the original payment limit has been exhausted. Facilities Services is requesting the original payment limit amount be amended.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Stan Burton, (925) 313-7021

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this contract amendment is not approved, sublet emergency plumbing services will not be performed.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Approve a Contract Amendment with Matrix HG, Inc.

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Matrix HG, Inc., effective December 08, 2015, to increase the payment limit by $1,200,000 to a new payment limit of $2,300,000, with no change to the original term of December 1, 2014 through November 30, 2017, to provide heating, ventilation and air conditioning services, Countywide.

FISCAL IMPACT:
This cost is to be funded through Facilities Services budgets. (100% General Fund)

BACKGROUND:
Public Works Facilities Services is responsible for maintaining the heating, ventilation and air conditioning systems at all County facilities. The County does not currently have enough staff to complete the amount of maintenance this commodity requires. As bid on Bidsync #1409-104, Matrix HG, Inc. was the lowest responsible

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Stan Burton, (925) 313-7021

cc:

BACKGROUND: (CONT'D)

and responsive vendor, and will become one of the primary vendors for scheduled heating, ventilation and air conditioning maintenance and emergency repair. Due to several uncommon heating and air conditioning situations, the original payment limit has been exhausted. Facilities Services is requesting the payment limit be amended.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract amendment is not approved, sublet heating, ventilation and air conditioning services will not be performed.

CHILDREN'S IMPACT STATEMENT:

Contra Costa County

To: Board of Supervisors

From: Jessica Hudson, County Librarian

Date: December 8, 2015

Subject: San Jose State University: University-Organization Agreement

RECOMMENDATION(S):
APPROVE and AUTHORIZE the County Librarian, or designee, to execute a University-Organization Agreement with San Jose State University, to provide unpaid Master of Library and Information Science Internships for the period January 1, 2016 through December 31, 2021.

FISCAL IMPACT:
None.

BACKGROUND:
The purpose of this agreement is to provide San Jose State University Master of Library and Information Science (MLIS) students with the opportunity to gain valuable professional work experience under the supervision and guidance of professionals in the MLIS field, while pursuing defined learning outcomes and earning course credit toward their degrees. It is designed to provide students an opportunity to test theories and to apply skills learned in other courses taken during the MLIS program. The Library can provide the requisite field education while at the same time benefiting from the intern's unpaid services to patrons.

CONSEQUENCE OF NEGATIVE ACTION:
If not approved, the Library will be unable to provide unpaid Master of Library and Information Science Internships.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Jessica Hudson, 646-6423

cc:

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #27-781-4 with East Bay Cardiology Medical Group, Inc.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-781-4 with East Bay Cardiology Medical Group, Inc., a corporation, in an amount not to exceed $700,000, to provide cardiology services, for the period from January 1, 2016 through December 31, 2017.

FISCAL IMPACT:
This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II. (Rate increase)

BACKGROUND:
On January 21, 2014, the Board of Supervisors approved Contract #27-781-3 with East Bay Cardiology Medical Group, Inc. for the provision of cardiology services, for the period from January 1, 2014 through December 31, 2015. Approval of Contract #27-781-4 will allow Contractor to continue providing cardiology services through December 31, 2017.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be pro-vided.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Patricia Tanquary
313-6004

cc: A Floyd, N Rios

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 8, 2015

Subject: Stipends to foster parents and birth parents for trainings, workshops, and focus groups

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay stipends in an amount not to exceed $15 per individual for one-half day, or $25 per individual for one full day to foster parents and birth parents, for a total payment not to exceed of $95,000, for attendance at training workshops, focus groups, and meetings for the period of July 1, 2015 through June 30, 2017.

FISCAL IMPACT:
$95,000: 50% Child Welfare Allocation, 10% County, 42% Federal, 48% State ($47,500); 50% Substance Abuse HIV Funding, 7.5% County, 75% Federal, 17.5% State ($47,500)

BACKGROUND:
Employment and Human Services (EHSD) supports and convenes trainings, meetings, workshops, and focus groups to meet mandated and discretionary training requirements for foster parents and birth parents. In order to encourage participation, EHSD often incudes provisions for a reasonable stipend to be paid to program participants in their funding applications. The involvement of program participants is critical in designing and modifying effective programs.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Federal D. Glover, District V Supervisor

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

By: June McHuen, Deputy

Contact: Gina Chenoweth 3-1648

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of stipends for attendance, foster parents and birth parents may be precluded from attendance and interaction in the ongoing system of change and development of services.

CHILDREN'S IMPACT STATEMENT:

The stipends for trainings, workshops, focus groups, and meeting attendance support all five of the community outcomes established in the Children's Report Card: 1) "Children Ready or and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable and Nurturing", and 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by encouraging those within the Child Welfare System to participate in various training and informational exchange opportunities.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #26-323-25 with Careerstaff Unlimited, Inc. (dba Therapists Unlimited)

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-323-24 with Careerstaff Unlimited, Inc. (dba Therapists Unlimited), a corporation, in an amount not to exceed $250,000, to provide temporary occupational, physical and speech therapists, pharmacists and pharmacy technicians, medical social workers, ultrasound technologists and other ancillary classifications at Contra Costa Regional Medical Center (CCRMC) for the period from January 1, 2016 through December 31, 2016.

FISCAL IMPACT:
This Contract is funded 100% Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:
On February 3, 2015, the Board of Supervisors approved Contract #26-323-24 with Careerstaff Unlimited, Inc. (dba Therapists Unlimited) for the provision of temporary occupational, physical and speech therapists, pharmacists and pharmacy technicians, medical social workers, ultrasound technologists and other ancillary classifications for the period from January 1, 2015 through December 31, 2015. Approval of Contract #26-323-25 will allow Contractor to continue providing occupational, physical and speech therapists, pharmacists and pharmacy technicians, medical social workers, ultrasound technologists and other ancillary classifications through December 31, 2016.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Anna Roth, 925-370-5101

cc: K Cyr, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients at CCRMC will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #24-991-16 with Alexander Gorodetsky, M.D.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or designee, to execute, on behalf of the County, Contract #24-991-16 with Alexander Gorodetsky, M.D., an individual, in an amount not to exceed $116,480, to provide outpatient psychiatric services at the West County Adult Mental Health Clinic for the period from January 1, 2016 through December 31, 2016.

FISCAL IMPACT:
This Contract is funded 100% Mental Health Realignment. (No rate increase)

BACKGROUND:
On January 6, 2015, the Board of Supervisors approved Contract #24-991-15 with Alexander Gorodetsky, M.D., for the provision of outpatient psychiatric services, including, but not limited to; diagnosing, counseling, evaluating, and providing medical and therapeutic treatment to County patients, for the period from January 1, 2015 through December 31, 2015. Approval of Contract #24-991-16 will allow Contractor to continue providing outpatient psychiatric services at the West County Adult Mental Health Clinic, through December 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, County's clients will not have access to Contractor's services.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
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Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon, 925-957-5201

cc: K Cyr, N Rios

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #74-433-6 with Michael Levin, M.D.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or designee, to execute, on behalf of the County, Contract #74-433-6 with Michael Levin, M.D., an individual, in an amount not to exceed $250,600, to provide outpatient psychiatric services including the provision of expert testimony in conservatorship trials, for the period from January 1, 2016 through December 31, 2016.

FISCAL IMPACT:
This Contract is funded 100% Mental Health Realignment. (No rate increase)

BACKGROUND:
On December 2, 2014, the Board of Supervisors approved Contract #74-433-4 with Michael Levin, M.D. for the provision of outpatient psychiatric services, and expert testimony in conservatorship trials, for the period from January 1, 2015 through December 31, 2015. Approval of Contract #74-433-6 will allow the Contractor to continue providing outpatient psychiatric ser-vices at the Central County Adult Mental Health Clinic including the provision of expert psychiatric testi-mony in conservatorship trials, through December 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, County's clients will not have access to Contractor's outpatient psychiatric services.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon, 925-957-5201

cc: K Cyr, N Rios

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #26-741-4 with Martha D. Newman

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-741-4 with Martha D. Newman, an individual, in an amount not to exceed $190,000, to provide consultation and technical assistance to Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC) on Delivery System Reform Incentive Plan (DSRIP) for the period from December 1, 2015 through November 30, 2016.

FISCAL IMPACT:
This Contract is funded 100% Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:
Contra Costa Regional Medical Center and Contra Costa Health Centers use a plan to expand access to care and enhance quality through a robust effort called the Delivery System Reform Incentive Plan (DSRIP) program. This program was created by the Section 1115 Medicaid waiver, sometimes called the "Bridge to Health Care Reform," a joint federal/state agreement with California's public hospital systems that waives certain Medicaid requirements in order to test improvements in health care. On January 6, 2015, the Board of Supervisors approved Contract

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

By: June McHuen, Deputy

Contact: Anna Roth, 925-370-5101

cc: K Cyr, N Rios

BACKGROUND: (CONT'D)

#26-741-3 with Martha D. Newman for the provision of consultation and technical assistance to CCRMC for the development of quality metrics, leadership strategies and educational goals for DSRIP, for the period from December 1, 2014 through November 30, 2015. Approval of Contract #26-741-4 will allow the Contractor to continue to provide consultation and technical assistance to the CCRMC through November 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Division will not have access to Contractor's expertise regarding the DSRIP program and organizational planning.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #26-585-7 with L. Evan Custer, M.D.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-585-7 with L. Evan Custer, M.D., an individual, in an amount not to exceed $990,000 to provide radiology services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from December 1, 2015 through November 30, 2018.

FISCAL IMPACT:
This Contract is funded 100% Hospital Enterprise I funds. (No rate increase)

BACKGROUND:
On December 12, 2014, the Board of Supervisors approved Contract #26-585-5 (as amended by Amendment Agreement #26-585-6) with L. Evan Custer, M.D., to provide radiology services, including but not limited to; consultation, training, clinic coverage, on-call, supervision and interpretation of CT Scans, Ultrasounds and plain films, at CCRMC, for the period from December 1, 2012 through November 30, 2015. Approval of Contract #26-585-7 will allow the Contractor to continue to provide radiology services at CCRMC through November 30, 2018

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, patients at CCRMC requiring radiology services will not have access to Contractor's services.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Samir Shah, M.D., 925-370-5525

cc: K Cyr, N Rios

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

From: Robin Lipetzky, Public Defender

Date: December 8, 2015

Subject: Contract Payable (West Publishing Corporation)

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Public Defender, or designee, to execute a contract with West Publishing Corporation in an amount not to exceed $116,230 to provide online legal resource services and printed materials, for the period November 29, 2015 through November 28, 2018.

FISCAL IMPACT:
Total cost of this contract is estimated to be the sum of $116,230, expended annually, as follows:
FY 2015-16 = $22,195
FY 2016-17 = $38,270
FY 2017-18 = $39,400
FY 2018-19 = $16,365

BACKGROUND:
The Public Defender requests renewal of an expiring service contract continuing

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Richard Loomis, (925) 335-8093

cc:

BACKGROUND: (CONT'D)

the same pricing, terms and conditions with West Publishing Corporation. This on-line subscription service provides access for staff to the Thomson West Proflex Online Law Library and various legal publications (printed volumes). These resources are used for reference and research in the legal representation of clients, and is an essential support tool in the Department.

The three-year service period minimizes the cost of procuring these services, which are offered to governmental agencies at a seventy percent (70%) discount to the vendor's standard pricing for these products.

CONSEQUENCE OF NEGATIVE ACTION:

This service is essential to the daily operations of the Office of Public Defender.

CHILDREN'S IMPACT STATEMENT:

No impact.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #24-403-14 with Jon Whalen, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-403-14 with Jon Whalen, M.D., a self-employed individual, in an amount not to exceed $300,800, to provide outpatient psychiatric services to minors for the period from February 1, 2016 through January 31, 2017.

FISCAL IMPACT:

This Contract is funded 50% Mental Health Realignment Funds and 50% Federal Financial Participation. (No rate increase)

BACKGROUND:

For a number of years the County has contracted with Medical, Dental and mental Health Specialists to provide specialized

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

By: June McHuen, Deputy

Contact: Cynthia Belon, 925 957-5201

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

medical services.

On February 10, 2015, the Board of Supervisors approved Contract #24-403-13 with Jon Whalen, M.D., for the provision of professional outpatient psychiatric services for the period from February 1, 2015 through January 31, 2016.

Approval of Contract #24-403-14 will allow Contractor to continue providing outpatient psychiatric services through January 31, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's professional outpatient psychiatric services, which may result in a reduction in overall services to the community.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #74-507 with Jasbir Virk, M.D.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-507 with Jasbir Virk, M.D., an individual, in an amount not to exceed $163,398, for the provision of outpatient psychiatric services for children and adolescents at West County Mental Health Clinics for the period from January 1, 2016 through December 31, 2016.

FISCAL IMPACT:
This Contract is funded 50% Federal Funding; 50% Mental Health Realignment.

BACKGROUND:
Under Contract #74-507, Contractor will provide outpatient psychiatric services including, but not limited to; assessment, treatment and medication management for children and adolescents at West County Mental Health Clinics, for the period from January 1, 2016 through December 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, County's clients will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:
Not applicable.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon, 925-957-5201

cc: K Cyr, N Rios

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: CONTRACT AMENDMENT WITH ENVIRONMENTAL SCIENCE ASSOCIATES, INC., FOR TECHNICAL CONSULTING SERVICES FOR WASTE DIVERSION PROGRAMS (CONTRACT C45074-01)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Environmental Science Associates, Inc., to increase the payment limit by $150,000 to a new limit of $300,000, with modified indemnification, and extend the term from December 31, 2015 through December 31, 2017, for continued technical consulting services associated with waste diversion programs.

FISCAL IMPACT:

No impact to the General Fund. The work performed under this contract will be funded by Solid Waste and Recycling Collection Franchise Fees (75%) and Used Oil Block Grant funds (25%). There are no matching funds required.

BACKGROUND:

The proposed contract amendment will allow Environmental Science Associates, Inc. (ESA), to continue to provide Conservation & Development Department (DCD) staff with technical consulting services that are needed to assist with solid waste diversion programs in the unincorporated areas of the County. ESA will continue to provide assistance with a variety of implementation and reporting activities under this contract, including but not limited to:

- programs/activities targeting waste streams generated by businesses and schools as mandated by AB 341 and AB1826,
- programs/activities funded or required under the State funded Used Oil and Beverage Container Recycling Programs, and

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Deidra Dingman, (925) 674-7825

cc:

BACKGROUND: (CONT'D)

>

- provide assistance with activities related to diversion and disposal reporting required to comply with State laws and regulations.

The proposed modified indemnification language has been reviewed and approved by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:

ESA would not continue to perform technical consulting services associated with waste diversion programs for the County, which may result in some tasks not being completed to comply with state laws.

ATTACHMENTS

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: Contract Amendment with Urban Tilth for Park Dedication Funds to Help Fund the Development of an Urban Farm in North Richmond

RECOMMENDATION(S):

AUTHORIZE the Auditor-Controller to release Park Dedication Funds in the amount of $22,000 to the Conservation and Development Department for further development of an Urban Farm in North Richmond.

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Urban Tilth, a 501(c)(3) nonprofit corporation, to extend the term from December 31, 2015 through December 31, 2018 and increase the payment limit by $22,000 from $435,000 to a new payment limit of $457,000, to help fund the development of an Urban Farm in North Richmond.

DIRECT the Department of Conservation and Development to file a CEQA Notice of Exemption with the County Clerk and pay filing fees.

FISCAL IMPACT:

No impact to the County's General Fund. Funds are from the Park Dedication Trust Fund, North Richmond census tracts accounts (Account numbers: 8136 4213 36502, 8136 4208 36502, and 8136 4213 03780).

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Kristine Solseng (925) 674-7809

cc:

BACKGROUND:

Urban Agriculture: Urban agriculture is defined by the American Planning Association as the practice of growing, processing, and distributing fresh food products by people living in an urban area. The purpose of urban agriculture is to foster development of a local food system, to promote environmental sustainability, and to increase education and access to healthy foods for urban residents, particularly those living within a "food desert." The unincorporated community of North Richmond falls within the definition of a "food desert" because it is a low-income community where the residents are more than one mile from the nearest supermarket. To address this and other social issues, Urban Tilth, a 501(c)3 nonprofit corporation, is proposing to develop the Roots and Restoration Farm on a 3.1 acre site in North Richmond.

Proposed Amendment: Urban Tilth has requested $22,000, in addition to the previously approved $435,000 for predevelopment activities related to the proposed Roots and Restoration Farm in North Richmond. The $22,000 will be used to prepare a Soils Management Plan along with other predevelopment work. Additional information is provided below.

Project Sponsor: Urban Tilth was founded in 2005 to help build a more sustainable, healthy, and just local food system in the Richmond area and has grown to be a local leader bringing together a variety of individuals, groups and other stakeholders interested in developing and operating initiatives based around urban farming. These initiatives have helped the community grow their own food; train and employ youth; teach local residents about the relationships among food, health, poverty, and justice; foster public foraging programs; forge partnerships with local small farmers to increase demand for their produce.

Urban Tilth uses its 13 school (including Verde School in North Richmond) and community gardens and small urban farms to teach and employ community members to grow, distribute, cook, and consume thousands of pounds of local produce each year, and to create a more equitable and just food system within a healthier and more self-sufficient community.

Supervisor Gioia's office has been working extensively with UrbanTilth in the development and implementation of this project. The idea came out of his visit to Zenger Farms, an urban farm partnership with the City of Portland.

Proposed Project: Urban Tilth's Roots and Restoration Farm ("Farm") is proposed to be a 3.1 acre Agricultural Park and Riparian Restoration Learning Center located at 323 Brookside Drive in North Richmond. The goal of the Farm is to provide the community a place to discover the power of the natural world by working, learning, playing, and cultivating an open, multifunctional site to grow healthy food while nurturing sustainable habitat and ecosystems.

The previously approved and proposed Park Dedication funds will be used for predevelopment activities and preparation of a soil management plan required for a project application. Potential components of the project include a working farm, a "You Pick It" learning garden, an outdoor kitchen, creek and garden classrooms, and a youth-run market stand.

Project History:

- On February 5, 2013, the Board of Supervisors (Board) approved the conveyance of the Brookside Drive site from the Contra Costa County Flood Control and Water Conservation District to the County.
- In March 12, 2013, the Board of Supervisors approved allocating $225,000 in North Richmond area census tract park dedication funds for the County to purchase the subject site from Flood Control. Urban Tilth leases the site from the County.
- On August 12, 2014 Urban Tilth signed a ten-year lease with the County for the subject property. The lease includes an option to extend for two additional 10-year terms.
- On September 23, 2014, the County Planning Commission approved a resolution recommending the Board adopt a General Plan Amendment to add new policies in the Contra Costa County General Plan Land Use Element for the North Richmond Area to support and promote urban agriculture.

- On October 7, 2014, the Board approved the recommendation from the Planning Commission. Consequently, community gardens, demonstration/education gardens, edible landscape, home gardens, processing incidental to agriculture, urban agriculture demonstration site, and urban farm are all permitted uses in North Richmond.
- On October 8, 2014, the North Richmond Municipal Advisory Council (MAC) voted unanimously to recommend that $435,000 in park dedication funds be used for the Roots and Restoration Farm project. Note: The total project budget for the farm is approximately $3.4 million. To date, Urban Tilth has raised over $640,000, in addition to funds provided by the County. The requested park dedication funds will allow Urban Tilth to move to the next phase of the project including environmental and site analysis, project design/management, and construction of basic site infrastructure.
- On December 2, 2014, the Contra Costa County Board of Supervisors approved and authorized Urban Tilth to receive $435,000 in Park Dedication Funds and enter into a contract for the implementation of those funds.
- In 2015, Urban Tilth approached the County requesting an additional $22,000 to develop and implement a Soil Management Plan.

The table below shows how the $435,000 are programmed as well as the proposed $22,000 Park Dedication allocation.

Work Plan and Budget for Park Dedication Funds:

Task	**Amount**
Environmental and Site Analysis/Studies	$ 92,321
Architect and Engineering Design	$195,520
Project Management/Coordination	$147,159
NEW: Development and implementation of the Soil Management Plan	$22,000
TOTAL	$457,000

Project Timeline: The jobs tasks that will be paid for with park dedication funds were originally anticipated to be completed by the end of December 2015. However, the environmental testing and design phase is taking longer than anticipated. Construction of the entire project is expected to be completed by the end of 2018.

It is the policy of the County to utilize park dedication funds to meet local park needs. The use of park dedication funds to help finance the development of the Roots and Restoration Farm is consistent with that policy. If approved, the balance in the North Richmond park dedication account will be approximately $1,000.

CEQA: The funding of predevelopment activities is exempt from the CEQA guidelines per the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment. This activity involved funding for predevelopment only. Once the plans for the project are defined, the project may be subject to further CEQA review.

CONSEQUENCE OF NEGATIVE ACTION:

Not providing Park Dedication Funds will negatively impact the ability of Urban Tilth to proceed with the proposed Roots and Restoration Farm project.

CHILDREN'S IMPACT STATEMENT:

The proposed project will support the following community outcomes established in the Children's Report Card: 1) Children and youth are healthy and preparing for a productive adulthood; 2) Families are safe, stable and nurturing; 3) Communities are safe and provide a high quality of life for children and families.

ATTACHMENTS

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Novation Contract #24-859-23 with Edgewood Center for Children and Families

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-859-23 with Edgewood Center for Children and Families, a non-profit corporation, in an amount not to exceed $160,000, to provide specialty mental health services to severely emotionally disturbed (SED), children including outpatient mental health services, collateral services and therapeutic behavioral services (TBS) for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed $80,000.

FISCAL IMPACT:
This Novation Contract is funded 50% Federal Financial Participation and 50% by County Realignment. (No rate increase)

BACKGROUND:
This Contract meets the social needs of County's population by providing day treatment and other specialty mental health services to SED children and their families. October 21, 2014, the Board of Supervisors approved, Novation Contract #24-859-22 with Edgewood Center for Children and Families, for the period from July 1, 2014 through June 30, 2015, which included

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon,

cc: K Cyr, N Rios

BACKGROUND: (CONT'D)

a six-month automatic extension through, December 31, 2015, for the provision of mental health services, collateral services and TBS for SED children. Approval of Novation Contract #24-859-23 will replace the automatic extension under the prior contract and allow Contractor to continue providing services through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this novation contract is not approved, SED children will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #27-986 with Sonja Robinson, R.N. (dba Healthcare Solutions USA)

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-986 with Sonja Robinson, R.N. (dba Healthcare Solulations USA), a self-employed individual, in an amount not to exceed $384,000, to provide healthcare consultation and technical assistance to the Health Plan Medical Management team for the period from December 1, 2015 through November 30, 2016.

FISCAL IMPACT:
This Contract is funded 100% by Contra Costa Health Plan Member Premiums.

BACKGROUND:
Under Contract #27-986, the Contractor will provide consultation and technical assistance to the Contra Costa Health Plan on Utilization Review Management and Health Plan Prior Authorization and Referral Processes including working in collaboration with the Health Plan's Chief Medical Director, Assistant Directors, Chief Executive Officer, Utilization Review Nurses and Authorization staff; and updating policies and procedures for utilization review, authorization and referral processes and ensure they meet requirements of Centers for Medicare and Medicaid Services (CMS), California Department of Mental Health (DMHS), California Department of Health Care Services (DHCS) and National Committee for Quality Assurance (NCQA) accreditations; through November 30, 2016.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Patricia Tanquary, 313-6004

cc: T Scott, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Contra Costa Health Plan Management Team will not receive the benefits of consultation and technical assistance from this contractor.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Amendment/Extension #23-325-20 with Wilson Consulting, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment/Extension Agreement #23-325-20 with Wilson Consulting, Inc., corporation, effective November 1, 2014, to amend Contract #23-325-18 (as amended by Contract Amendment/Extension #23-325-19), to increase the payment limit by $440,000, from $1,420,000, to a new payment limit of $1,860,000, and extend the term from December 31, 2014 through December 31, 2016.

FISCAL IMPACT:

This amendment is funded 100% Enterprise Fund I. (No rate increase)

BACKGROUND:

On February 11, 2014, the Board of Supervisors approved Contract #23-325-18 (as amended by Contract Amendment/Extension #23-325-19) with Wilson Consulting, Inc., for the

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: December 8, 2015

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

By: , Deputy

Contact: David Runt, 313-6228

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

provision of technical support services for County's Patient Accounting System, including custom reporting for the Keane system, technical support for the "HL7" interface, and assistance on implementing the Department's appointment system, for the period from January 1, 2014 through December 31, 2015.

Approval of Contract Amendment/Extension Agreement #23-325-20 will allow the Contractor to continue providing service through December 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not continue providing services on County's Keane computer system, while the Contra Costa Regional Medical Center and Health Centers continues transitioning to the Epic computer system.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

CLERK'S ADDENDUM

RELISTED to December 15, 2015.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Training Affiliation Agreement #26-631-1 with David Grant Medical Center

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee to execute on behalf of the County, Training Affiliation Agreement #26-631-1 with the David Grant Medical Center (DGMC), a government agency, a non-financial agreement to provide special clinical training for DGMC's U.S. Air Force trainee students in preparation for residency certification, at Contra Costa Regional Medical Center (CCRMC) Family Practice Residency Program, for the period from December 1, 2015 through December 31, 2020.

FISCAL IMPACT:
None. This is a non-financial agreement.

BACKGROUND:
The purpose of this agreement is to provide DGMC's Air Force Trainee 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 for family medicine. 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: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Anna Roth, 925-370-5101

cc: K Cyr, N Rios

BACKGROUND: (CONT'D)

Approval of Training Affiliation Agreement #26-631-1 will allow supervised fieldwork experience for DGMC's U.S. Air Force trainee students in the area of obstetrics, newborn nursery, inpatient medical ward, acute care and emergency ward, operating room, Intensive Care Unit, and the outpatient Martinez Addiction Clinic, through December 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, students at the DGMC will not get residency experience at CCRMC.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Payment for services provided by UHS Surgical Services, Inc.

RECOMMENDATION(S):
APPROVE AND AUTHORIZE the Auditor-Controller, or his designee, to pay $22,322 to UHS Surgical Services, Inc. for the provision of surgical lasers, equipment and certified technicians to the Surgical Unit at Contra Costa Regional Medical Center (CCRMC) during the period March 1, 2015 through August 31, 2015.

FISCAL IMPACT:
This contract is funded 100% Hospital Enterprise Fund I.

BACKGROUND:
UHS Surgical Services, Inc. has been providing laser and other surgical equipment as well as trained and certified technicians to CCRMC for several years pursuant to a blanket purchase order. Due to the change from purchase order to contract, the provider has not been paid in full for prior services. The provider is entitled to payment for the reasonable value of its services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover the reasonable value of those services. Here, UHS Surgical Services, Inc. provided services at the request of the department after the purchase order expired but before the contract began. The Division is requesting the amount due the Contractor be paid the amount owing of $22,322.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Anna Roth, 925-370-5101

cc: K Cyr, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this is not approved, Contractor will not be paid for services provided in good faith to CCRMC.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #26-779-2 with Futurenet Technologies Corp

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-779-2 with Futurenet Technologies Corp, a corporation, in an amount not to exceed $650,000, to provide temporary medical records coding for Contra Costa Regional Medical Center and Contra Costa Health Centers for the period from October 1, 2015 through September 30, 2016.

FISCAL IMPACT:
This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:
On December 9, 2014, the Board of Supervisors approved Contract #26-779 (as amended by Contract Amendment Agreement #26-779-1) with Futurenet Technologies Corporation, for the provision of medical coding, including coding inpatient and outpatient records, scanning and quality assurance for Contra Costa Regional Medical Center and Contra Costa Health Centers, in accordance with the American Hospital Associate Coding Clinic and the American Medical Association, for the period from October 1, 2014 through September 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, County will not be able to provide essential services or meet regulatory requirements.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Anna Roth, 370-5101

cc: T Scott, M Wilhelm

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #25–012–33 with The Center for Common Concerns, Inc. (dba HomeBase)

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #25–012–33 with The Center for Common Concerns, Inc. (dba HomeBase), a non-profit corporation, in an amount not to exceed $220,984, to provide consultation and technical assistance to the Department on the Continuum of Care planning and resource development, for the period from October 1, 2015 through September 30, 2016.

FISCAL IMPACT:
This Contract is funded 45% by Federal Medi-Cal Administrative Activities (MAA), 24% by budgeted by County General funds and 31% by Housing Urban Development(HUD) (No rate increase)

BACKGROUND:
On December 16, 2014, the Board of Supervisors approved Contract #25–012–31, (as amended by Amendment Agreement #25-012-32) with The Center for Common Concerns, Inc. (dba HomeBase), for the period from September 30, 2014 through September 30, 2015, for the provision of consultation and technical assistance to the Department on the Continuum of Care planning and resource development, including grant-writing services for County's McKinney-Vento application.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon, 957-5201

cc: T Scott, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #25–012–33 will allow the Contractor to continue providing services through September 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will no longer have the expertise needed to meet all federal guidelines to secure maximum McKinney-Vento funding required to implement the 10-year plan to eliminate homelessness in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #26-606-10 with Sodexo America, LLC

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute on behalf of the County, Contract #26-606-10 with Sodexo America, LLC, a limited liability company, in an amount not to exceed $298,441, for the provision management and oversight of the Food and Nutrition Services Unit at Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from November 1, 2015 through October 31, 2016.

FISCAL IMPACT:
This Contract is funded 100% Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:
On January 6, 2015, the Board of Supervisors approved Contract #26-606-8 (as amended by Amendment Agreement #26-606-9) with Sodexo America, LLC, for the period from November 1, 2014 through October 31, 2015, for the provision of management and oversight of the Food and Nutrition Services Unit at Contra Costa Regional Medical Center and Contra Costa Health Centers. Approval of Contract #26-606-10 will allow the Contractor to continue providing services through October 31, 2016.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Anna Roth, 925-370-5101

cc: K Cyr, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contra Costa Regional Medical Center would be operating without management oversight in the Food and Nutritional Services Unit and be out of compliance with the Centers for Medicare and Medicaid Services requirements.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Amendment #24-681-2(30) with Susan Martinez (dba God's Grace Homes)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #24-681-2(30) with Susan Martinez (dba God's Grace Homes), a self-employed individual, effective November 1, 2015, to amend Contract #24-681-2(29), to modify the Service Plan to add a second licensed augmented board and care facility for County-referred mentally disordered clients, with no change in the original payment limit of $238,800 and no change in the term of July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This amendment is funded 100% Mental Health Realignment funds. (Rate increase)

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: CYNTHIA BELON, 957-5201

cc: D Morgan, N Rios

BACKGROUND:

On July 7, 2015, the Board of Supervisors approved Contract #24-681-2(29) with Susan Martinez (dba God's Grace Homes), for the period from July 1, 2015 through June 30, 2016, for the provision of augmented board and care services for County-referred mentally disordered clients.

Approval of Contract Amendment Agreement #24-681-2(30) will allow the Contractor to provide additional augmented board and care services at a second facility through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, contractor will not utilize the second licensed facility for additional augmented board and care services.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #26-654-12 with Bay Area Tumor Institute

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-654-12 with Bay Area Tumor Institute, a non-profit corporation, in an amount not to exceed $600,000, to provide consultation and technical assistance with regard to patient assistance programs for prescription drugs for indigent or unfunded patients at Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from August 1, 2015 through July 31, 2016.

FISCAL IMPACT:
100% Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:
On September 9, 2013, the Board of Supervisors approved Contract #26-654-9 (as amended by Amendment Agreement #26-654-10) with Bay Area Tumor Institute, for the period from August 1, 2014 through July 31, 2015, for the provision of consultation and technical assistance with regard to patient assistance programs for prescription drugs offered by pharmaceutical companies to indigent or unfunded patients.
Approval of Contract #26-654-12

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: December 8, 2015

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

By: , Deputy

Contact: Pat Godley, 925 957-5410

cc: T Scott, M Wilhelm

BACKGROUND: (CONT'D)

will allow the Contractor to continue providing services through July 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, fewer indigent or unfunded patients will be enrolled in patient assistance programs offered by pharmaceutical manufacturers.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

CLERK'S ADDENDUM

RELISTED to December 15, 2015.

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 8, 2015

Subject: Amend & Extend State Legislative Contract with Nielsen Merksamer Parrinello Gross & Leoni LLP

RECOMMENDATION(S):
APPROVE and AUTHORIZE the County Administrator, or designee to amend a contract with Nielsen Merksamer Parrinello Gross & Leoni LLP, effective January 1, 2016, to extend the term from December 31, 2015 through December 31, 2016 and increase the payment limit by $180,000 to a new payment limit of $720,000 for continued state advocacy services.

FISCAL IMPACT:
Funding for state advocacy services is included in the FY 2015-16 budget. (100% General Fund)

BACKGROUND:
The law firm of Nielsen, Merksamer, Parrinello, Gross & Leoni ("Nielsen Merksamer") has extensive experience in the field of governmental advocacy regarding legislative, administrative and legal issues directly affecting counties. Nielsen Merksamer is recognized for its expertise in the broad area of state and county relations, particularly fiscal relationships. The firm has been instrumental in the development and advancement of the County's state legislative platform.

The contract terms specified in the RFP indicated a two year contract with three one-year renewal options. This request would be the second one-year renewal request.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Lara DeLaney (925) 335-1097

cc: Robert Campbell, County Auditor-Controller

CONSEQUENCE OF NEGATIVE ACTION:

The County would not have state advocacy services.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Med One Capital Funding, LLC. Purchase Order

RECOMMENDATION(S):
Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a blanket Purchase Order with Med One Capital Funding, LLC., in the amount of $1,308,025.48 for a sixty (60) month lease of the Omnicell automated dispensing cabinets for the Pharmacies at the Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period December 1, 2015 through November 30, 2020.

FISCAL IMPACT:
100% funding is included in the Hospital Enterprise Fund l Budget.

BACKGROUND:
Contra Costa Regional Medical Center has used Omnicell since 2005 in the hospital, Emergency Department and selected clinics. These Automated Dispensing Cabinets, (ADC) interface with our pharmacy information system (EPIC). We will be leasing Omnicell equipment through Med One Capital Funding, LLC. We have been satisfied with Omnicell service over the past 10 years and wish to continue our working relationship with this company. Med One Capital Funding, LLC has helped us reach the Medication Safety and Patient Safety goals that we set for the patient population, and has brought us into compliance with all regulatory requirements.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Anna Roth, 370-5101

cc: T Scott, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, there will be a lack of a safe and effective medication storage and distribution system, which could result in unsafe medication practices, potential costly regulatory citations, or patient harm.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra
Costa
County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Sanofi Pasteur, Inc. Blanket Purchase Order amendment

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RECOMMENDATION(S):
Approve and Authorize the Purchasing Agent, on behalf of the Health Services Department, to execute an amendment to Purchase Order #55465 with Sanofi Pasteur, Inc., to add $65,000 for a new total of $215,000 for vaccines and other injectable medications for the Contra Costa Reginal Medical Center and the Contra Costa Health Centers with no change in the original term of January 1, 2015 through December 31, 2015.

FISCAL IMPACT:
100% funding is included in the Enterprise Fund I Budget.

BACKGROUND:
Sanofi Pasteur, Inc. is a pharmaceutical company that provides the hospital and the clinics with vaccines and other injectable medications. The request for additional funds is based on higher utilization of vaccines and injectable medications due to service expansion.

CONSEQUENCE OF NEGATIVE ACTION:
Without these vaccines and injectable medications, we will not be able to take care of our patient population at the Contra Costa Regional Medical Center and the Contra Costa Health Centers.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Anna Roth, 370-5101

cc: T Scott, M Wilhelm

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 8, 2015

Subject: Amend & Extend Federal Legislative Contract with Alcalde & Fay

RECOMMENDATION(S):
APPROVE and AUTHORIZE the County Administrator, or designee, to amend a contract with Alcalde & Fay, effective December 1, 2015, to extend the term from December 31, 2015 through December 31, 2016 and increase the payment limit by $108,500 to a new payment limit of $416,892 for continued federal advocacy services.

FISCAL IMPACT:
County General Funds have been budgeted for these legislative advocacy services.

BACKGROUND:
Alcalde & Fay, minority-controlled/employee-owned firm, is the County's current federal representative. Paul Schlesinger, the County's point person at Alcalde & Fay, has established the County's presence in Washington, D.C. and developed excellent relationships with staff of our congressional delegation. The result has been a very positive "return on investment" for the County for its appropriation and authorization requests.

The contract terms specified in the RFP indicated a two-year contract with three one-year renewal options. Therefore, this contract amendment would be the second one-year renewal option request.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Lara DeLaney (925) 335-1097

cc: Robert Campbell, County Auditor-Controller

CONSEQUENCE OF NEGATIVE ACTION:

The County will not have representation by a firm for federal advocacy services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #26-661-6 with Planned Parenthood, Shasta Diablo, Inc.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-661-6 with Planned Parenthood, Shasta Diablo, Inc., a corporation, in an amount not to exceed $1,214,000 for the provision of prenatal services for Contra Costa Regional Medical Center and Health Centers patients, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:
This Contract is funded 100% Enterprise Fund I through billings to third party payors. (No rate increase)

BACKGROUND:
On August 12, 2014, the Board of Supervisors approved Contract #26-661-5 with Planned Parenthood, Shasta Diablo, Inc. to provide, upon request of the County's Health Services Director or his designee, its licensed and certified personnel to perform prenatal services

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Patrick Godley (957-5410)

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

to Contra Costa Regional Medical Center and Health Center (CCRMC) patients at County's leased clinic facilities located in Concord, Richmond and Antioch, for the period from July 1, 2014 through June 30, 2015, including changes to County's standard indemnification language of the General Conditions.

Approval of Contract #26-661-6 will allow Contractor to continue to provide prenatal services to CCRMC patients at County's leased clinic facilities located in Concord, Richmond and Antioch through June 30, 2016, including changes to County's standard indemnification language of the General Conditions.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved Contractor will be unable to provide services to a significant number of low income women in the county who would either be without services or directed to County health services sites.

CHILDREN'S IMPACT STATEMENT:

Not applicable

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Novation Contract #24–705–60 with We Care Services for Children

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24–705–60 with We Care Services for Children, a non-profit corporation, in an amount not to exceed $1,727,802, to provide wrap-around and other mental health services including in-home behavioral therapy and intensive care coordination for high risk, delayed or emotionally disturbed children, for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed $863,901.

FISCAL IMPACT:
This Contract is funded 50% Federal Financial Participation; 50% County Realignment. (No rate increase)

BACKGROUND:
This Contract meets the social needs of County's population by providing a program at Contractor's Barbara Milliff Center in Concord for preschool children with measurable delays in interpersonal, social/emotional, language and cognitive development or children who are at risk for such delays, including abused, developmentally delayed, emotionally disturbed and environmentally deprived children who do not meet the criteria for any categorical funding source for services.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon, 957-5201

cc: E Suisala, N Rios

BACKGROUND: (CONT'D)

On December 9, 2014, the Board of Supervisors approved Novation Contract #24–705–59 with We Care Services for Children, for the period from July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015, for the provision of wrap-around and mental health services for high risk, delayed or emotionally disturbed children.

Approval of Novation Contract #24–705–60, replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services, including in-home behavioral health services and intensive care coordination, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED children within Contra Costa County will have reduced access to mental health services as the County solicits and engages an alternative Contractor.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Novation Contract #24-133-66 with La Cheim School, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-133-66 with La Cheim School, Inc., a non-profit corporation, in an amount not to exceed $2,278,692, to provide a residential day treatment program, school and community-based mental health services, and therapeutic behavioral services (TBS) for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed $1,139,346.

FISCAL IMPACT:

This Contract is funded 50% Federal Financial Participation; 50% by Mental Health Realignment. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing a half-day intensive day treatment, mental health services and medication support in a residential

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon, 957-5201

cc: E Suisala, N Rios

BACKGROUND: (CONT'D)

treatment setting for seriously emotionally disturbed (SED) youth, ages twelve through seventeen years, who are eligible for services according to the Federal Individuals with Disabilities Education Act (IDEA) or who are wards or dependents of Contra Costa County Juvenile Court. Contractor also provides TBS to County-referred children.

On December 2, 2014 the Board of Supervisors approved Novation Contract #24-133-64 (as amended by Contract Amendment Agreement #24-133-65) with La Cheim School, Inc., for the period July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015, for the provision of residential-treatment program, school- and community-based mental health services and TBS.

Approval of Novation Contract #24-133-66, replaces the automatic extension under the prior Contract allowing the Contractor to continue providing services through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer treatment options for wards of the Contra Costa County Juvenile Court, and County's Severely Emotionally Disturbed (SED) clients in West Contra Costa County as the County solicits and engages an alternate contractor. This may result in delays in the provisions of these treatment services as required by the Federal IDEA Act.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #74-505 with Anka Behavioral Health, Inc.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-505 with Anka Behavioral Health, Inc., a non-profit corporation, in an amount not to exceed $1,399,869, to provide mental health services and support to adults with serious and persistent mental illness in Central Contra Costa County for the period from January 1, 2016 through June 30, 2017. This Contract includes a six-month automatic extension through December 31, 2017, in an amount not to exceed $466,623.

FISCAL IMPACT:
This Contract is funded 58% Mental Health Services Act and 42% Federal Financial Participation.

BACKGROUND:
This Contract meets the social needs of the County's population by providing mental health services to adults with serious mental illness who are homeless or at risk of homelessness and/or who are high utilizers of mental health services. Under Contract #74-505, the Contractor will provide mental health services and support to adults with serious and persistent mental illness who are homeless or at risk of homelessness, and/or who are high utilizers of mental health services in Central Contra Costa County, for the period from from January 1, 2016 through June 30, 2017.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon 957-5201

cc: A Floyd, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer services provided to eligible adult clients in Contra Costa County through the MHSA Community Services and Support Program.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Novation Contract #74-249-13 with Catholic Charities CYO of the Archdiocese of San Francisco

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-249-13 with Catholic Charities CYO of the Archdiocese of San Francisco, a non-profit corporation, in an amount not to exceed $324,000, to provide Therapeutic Behavioral Services (TBS) for Seriously Emotionally Disturbed (SED) children at its St. Vincent's School for Boys for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed $162,000.

FISCAL IMPACT:

This Contract is funded 50% Federal Financial Participation; 50% Mental Health Realignment. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population in that

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon, 957-5201

cc: E Suisala, N Rios

BACKGROUND: (CONT'D)

it provides day treatment and TBS services to SED children to reduce the need for hospitalization and/or other higher levels of care.

On December 2, 2014, the Board of Supervisors approved Novation Contract #74-249-12 with Catholic Charities CYO of the Archdiocese of San Francisco, for the period from July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015, for the provision of day treatment, mental health services, medication support and TBS for SED children at its St. Vincent's School for Boys.

Approval of Novation Contract #74-249-13 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer residential facilities to provide residential and outpatient program for seriously emotionally disturbed youth as the County solicits and engages an alternate contractor.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Novation Contract #24–933–33 with Crestwood Behavioral Health, Inc.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24–933–33 with Crestwood Behavioral Health, Inc., a corporation, in an amount not to exceed $7,383,000, to provide subacute skilled nursing care services for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:
This Contract is funded 88% Mental Health Realignment; 12% Mental Health Services Act (No Rate increase)

BACKGROUND:
This Contract meets the social needs of County's population in that it provides subacute skilled nursing care services for County's Seriously and Persistently Mentally Ill (SMPI) and neurobehavioral clients.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon, 957-5201

cc: E Suisala, N Rios

BACKGROUND: (CONT'D)

On December 2, 2014, the Board of Supervisors approved Contract #24-933-31, (as amended by Contract Amendment Agreement #24-933-32) with Crestwood Behavioral Health, Inc. for the period from July 1, 2014 through June 30, 2015 which included a six-month automatic extension through December 31, 2015, for the provision of subacute skilled nursing care for County's Seriously and Persistently Mentally Ill (SPMI) and Neurobehavioral clients.

Approval of Novation Contract #24-933-33 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2016, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

The Behavioral Health Services Division/Mental Health places clients at Contractor's facilities licensed for various levels of care. If the contract is not approved, a significant number of mentally ill young adults and adults may be displaced to the community without the mental health services they require.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #27-928-1 with Diabetics and Endocrinology Specialists, Inc.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-928-1 with Diabetics and Endocrinology Specialists, Inc., a corporation, in an amount not to exceed $150,000, to provide diabetes and endocrinology services to Contra Costa Health Plan (CCHP) members for the period from February 1, 2016 through January 31, 2018.

FISCAL IMPACT:
This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II (No rate increase)

BACKGROUND:
In April 2014, the County Administrator approved and Purchasing Manager executed Contract #27-928, with Diabetics and Endocrinology Specialists, Inc. for the period from February 1, 2014 through January 31, 2016, for the provision of diabetes and endocrinology services for Contra Costa Health Plan members. Approval of Contract #27-928-1 will allow Contractor to continue providing diabetes and endocrinology services for the period from February 1, 2016 through January 31, 2018.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Patricia Tanquary 313-6004

cc: A Floyd, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Novation Contract #24-682-30 with Victor Treatment Centers, Inc.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-682-30 with Victor Treatment Centers, Inc., a non-profit corporation, in an amount not to exceed $260,000, to provide residential treatment services to seriously emotionally disturbed children for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed $130,000.

FISCAL IMPACT:
This Contract is funded 50% Federal Financial Participation; 50% County Mental Health Realignment. (No rate increase)

BACKGROUND:
This Contract meets the social needs of County's population by providing medication support, and other mental health services in a residential setting, to seriously

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon, 957-5201

cc: E Suisala, N Rios

BACKGROUND: (CONT'D)

emotionally disturbed children at Contractor's Santa Rosa, Stockton and Redding facilities.

On January 6, 2015, the Board of Supervisors approved Contract #24-682-29 with Victor Treatment Centers, Inc., for the period from January 1, 2015 through June 30, 2015, which included a six-month automatic extension through December 31, 2015, for the provision of residential treatment services to seriously emotionally disturbed children.

Approval of Novation Contract #24-682-30 replaces the automatic extension and will allow Contractor to continue providing residential treatment, medication support and other mental health services in a residential setting, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, seriously emotionally disturbed youth from Contra Costa County will not have adequate access to residential treatment facilities.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Contract #27-865-2 with Walnut Creek Surgical Associates, Inc.

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-865-2 with Walnut Creek Surgical Associates, Inc., a corporation, in an amount not to exceed $350,000, to provide general surgery services for Contra Costa Health Plan members for the period from February 1, 2016 through January 31, 2018.

FISCAL IMPACT:
This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II. (No Rate increase)

BACKGROUND:
The Health Plan has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. In July 2014, the County Administrator approved and the Purchasing Services Manager executed Contract #27-865-1 with Walnut Creek Surgical Associates, Inc. for the period from February 1, 2014 through January 31, 2016, to provide general surgery services, for Contra Costa Health Plan members. Approval of Contract #27-865-2 will allow the Contractor to continue providing general surgery services through January 31, 2018.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Patricia Tanquary 313-6004

cc: A Floyd , N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Novation Contract #24–308-43 with Early Childhood Mental Health Program

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24–308-43 with Early Childhood Mental Health Program, a non-profit corporation, in an amount not to exceed $2,666,654, to provide specialized mental health services, including in-home behavioral health services to children and their families in West County for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed $1,333,327.

FISCAL IMPACT:

This Contract is funded 50% Federal Financial Participation; 50% Mental Health Realignment. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population in that it provides school and community based mental health services to children, from birth to age six

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Cynthia Belon, 957 5201

cc: E Suisala, N Rios

BACKGROUND: (CONT'D)

(6), including in-home behavioral health services and intensive care coordination.

On December 9, 2014, the Board of Supervisors approved Novation Contract #24--308-42 with Early Childhood Mental Health Program for the period from July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015, for the provision of specialized mental health services to children and their families.

Approval of Novation Contract #24-308-43 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing mental health services, including in-home behavioral health services and intensive care coordination, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer mental health services provided to families in West Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Interagency Agreement #72-019-1 with West Contra Costa Unified School District

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #72–019-1 with West Contra Costa Unified School District, (WCCUSD) a government agency, in an amount not to exceed $190,000, to implement and coordinate the Teenage Pregnancy Prevention Project (TPP) in West Contra Costa County, for the period from September 1, 2015 through August 31, 2020.

FISCAL IMPACT:
This Agreement is funded 100% Federal Department of Health and Human Services TPP Grant. (No rate increase)

BACKGROUND:
This Agreement meets the social needs of County's population by implementing a TPP with the goal to reduce teen birth rates among youth ages 15-19 years old who attend middle school or high school in West Contra Costa County. On March 15, 2011, the Board of Supervisors approved Interagency Agreement #72–019 allowing the Agency to implement the TPP in WCCUSD, for the period from September 1, 2010 through August 31, 2015. Approval of Agreement #72–019-1 will allow the Agency to continue to coordinate and implement the TPP, within the WCCUSD through August 31, 2020.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Daniel Peddycord 313-6712

cc: A Floyd , N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Agency will not be able to coordinate the implementation and administration of the TPP within the WCCUSD, and County will be out of compliance with the terms for the Federal TPP Grant.

CHILDREN'S IMPACT STATEMENT:

This TPP program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Children and Youth Healthy and Preparing for Healthy Adulthood"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include a decrease in the number of teenage pregnancies in West Contra Costa County.

Contra Costa County

To: Board of Supervisors

From: Philip F. Kader, County Probation Officer

Date: December 8, 2015

Subject: Contract with Barry Krisberg PHD

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Chief Probation Officer, or his designee, to execute a contract containing mutual indemnification language with Barry Krisberg, PHD, in an amount not to exceed $40,000 to provide expert review of Juvenile Hall policies and procedures for the period of November 1, 2015 to October 31, 2019.

FISCAL IMPACT:
The fiscal impact of $40,000 will be covered 100% by the General Fund.

BACKGROUND:
In August 2013, Disability Rights Advocates (DRA), a nonprofit organization dedicated to advancing the rights of disabled persons, initiated a class-action lawsuit against Contra Costa County and the Contra Costa County Office of Education. This lawsuit alleges that the Probation Department denied juveniles with disabilities educational services required by federal law and challenges the use of room confinement as a disciplinary measure. The Probation Department strongly disputes the allegations made in the complaint. However, the Department is aware of the challenges it faces in disciplining Juvenile Hall residents while continuing to meet their educational needs

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Danielle Fokkema, 925-313-4195

cc:

BACKGROUND: (CONT'D)

and maintaining the safety and security of all of the juveniles housed at Juvenile Hall, the staff, and the facility itself. As part of the settlement agreement, the County and DRA agreed to each select a subject matter expert to provided expert review of the Juvenile Hall's policies and procedures. DRA selected Dr. Krisberg and their subject matter expert.

CONSEQUENCE OF NEGATIVE ACTION:

The County will be in violation of the settlement agreement.

Contra Costa County

To: Board of Supervisors

From: Ed Woo, Chief Information Officer

Date: December 8, 2015

Subject: Amend/Extend Contract with Richard Miller for Apple product support services

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract amendment with Richard Miller, effective November 25, 2015, to extend the termination date from November 30, 2015 to November 30, 2016 and increase the payment limit by $75,000 to a new payment limit of $150,000 to provide continued Apple product support services.

FISCAL IMPACT:
The additional cost of $75,000 is recovered from the user departments through DoIT's billing process.

BACKGROUND:
This contract is used to provide telephonic, remote desktop support and on-site support for the County Board of Supervisors, (and staff) Apple products. Contractor will provide support by virtual means (remotely), via telephone and on site.

In accordance with Administrative Bulletin 605, service contracts exceeding $100,000 require the approval of the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:
If the requested action is not approved, the user departments will be without the support necessary to keep their computers and peripherals in proper working order.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Ed Woo (925) 383-2688

cc:

Contra Costa County

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Date: December 8, 2015

Subject: Contract with Trinity Services I, LLC

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Trinity Services I, LLC, to provide commissary services to inmates in County-operated detention facilities and pay the County forty-eight percent of gross revenue generated through commissary services for the period November 1, 2015 through October 31, 2020.

FISCAL IMPACT:
No County cost. This contract provides revenue to the Inmate Welfare Fund based on sales to inmates.

BACKGROUND:
On December 13, 2005 (Item C.40), the Board of Supervisors authorized the Sheriff to contract with Canteen Correctional Services (official name changed to Trinity Services I, LLC, with Board of Supervisor approval, January 22, 2013, Item C. 54) to provide commissary services to inmates in the County jails. Commissary sales provide revenue to the Inmate Welfare Fund. Inmate Welfare Fund revenues are used to pay for inmate education and vocational training, library services, and

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Sandra Brown, 925-335-1553

cc:

BACKGROUND: (CONT'D)

pro per legal services.

Under the current agreement with Trinity Services I, LLC, the Inmate Welfare Fund receives up to 45% of the revenue generated through commissary sales. The new agreement will increase the percentages from 45% to 48% per year.

Trinity Services I, LLC, service products are at the cutting edge of technology that was developed specifically for Contra Costa County. This technology has significantly reduced Sheriff's Office overhead costs in administering inmate accounts.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action on this contract will decrease the amount of Inmate Welfare Fund revenues that are used to pay for inmate education and vocational training, library services, and pro per legal services.

CHILDREN'S IMPACT STATEMENT:

No impact.

Contra Costa County

To: Board of Supervisors

From: Ed Woo, Chief Information Officer

Date: December 8, 2015

Subject: E3 Systems Professional Services Contract Amendment

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract amendment with E-3 Systems, to increase the payment limit by $550,000 to a new payment limit of $1,750,000 to continue to provide, on an as-needed basis, installation and maintenance of telecommunications cabling.

FISCAL IMPACT:
$550,000 increase. The costs incurred by the Department of Information Technology for services rendered by this contractor are reimbursed by departments or agencies receiving the services.

BACKGROUND:
This contractor provides installation and maintenance of telecommunications cabling on an as-needed basis. These services are outside the scope of the normal duties of the Department of Information Technology requiring the retention of a specialized services contractor. E-3 Systems was selected in DoIT's 2012 RFP bid #1208-003.

CONSEQUENCE OF NEGATIVE ACTION:
If the request is not approved, Information Technology may be unable to maintain the countywide telecommunications network should an issue emerge requiring maintenance or installation of telecommunication cabling.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Ed Woo (925) 383-2688

cc:

Contra Costa County

To: Board of Supervisors

From: Ed Woo, Chief Information Officer

Date: December 8, 2015

Subject: Purchase Order with AT&T for Cisco Equipment

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Chief Information Officer, a purchase order with AT&T Datacomm in an amount not to exceed $172,586 for the acquisition of Cisco equipment, in support of a hosted communication system for the Health Services Department.

FISCAL IMPACT:
$172,586; The project cost is charged out to the Health Services Department via DoIT's billing process.

BACKGROUND:
The Department of Information Technology's Telecommunication Division is in the process of moving to a Cloud Hosted Internet Protocol Communication system, allowing for greater flexibility, disaster recovery, and enhanced use of unified communications. This will provide for a more reliable office telephone service.

CONSEQUENCE OF NEGATIVE ACTION:
The current County telephone system is 100% installed locally within the County buildings, which does not allow for recovery in case of a local building disaster incident. Callers would receive an error tone because the telephone system will be offline during such incident. With a cloud hosted telephone service, we will be able to maintain in-bound and out-bound calling during local and regional disasters.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Ed Woo 925-383-2688

cc:

Contra Costa County

To: Board of Supervisors

From: Kathy Ito, Human Resources Consultant

Date: December 8, 2015

Subject: Resolution No. 2015/430 WEX Trainee and Title V Minimum Wage Increase Jan. 1, 2016

RECOMMENDATION(S):
ADOPT Resolution No. 2015/430 to amend the salary schedule for the unrepresented WEX Trainee (XSK2) and Title V Trainee (XSK1) classifications to be in compliance with the State of California minimum wage law ($10.00) and to reallocate Step 2 of Title V Trainee (XSK1) to $11.00 effective January 1, 2016.

FISCAL IMPACT:
Upon approval, the cost of this action will be absorbed by the Department who utilize these classifications.

BACKGROUND:
The State of California has increased the minimum wage from $9.00 to $10.00 per hour effective January 1, 2016. In order to remain in compliance with State law, the job classifications of WEX Trainee (XSK2) and Title V Trainee (XSK1) will be reallocated on the salary schedule to set salary step 1 at no less than $10.00 per hour effective January 1, 2016.

In addition, step 2 of the Title V Trainee classification will be reallocated from $10.00 to $11.00 per hour, in order to properly compensate senior participants assigned higher level program administrative assignments. Contra Costa Works (CCWorks), the Expanded Subsidized Employment (ESE) Program, Workforce Innovation and Opportunity Act (WIOA), and Senior Community Service Employment Program (SCESEP) are federally and state funded temporary job training programs managed by the Employee and Human Services Department through the Workforce Development Board and the Aging and Adult Services Bureau and need a higher level of skills.

Step 2 of the WEX Trainee (XSK2) salary schedule will not change.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: Anne Crisp (925) 313-1527

cc: EHSD, Human Resources, Human Resources, Otilia Parra, James Hicks

WEX Trainee (XSK2) Salary Schedule

	Current Salary Step	Salary Step eff. 1/1/16
Step 1	$ 9.19	$10.00
Step 2	$12.00	$12.00

Title V Trainee (XSK1) Salary Schedule

	Current Salary Step	Salary Step eff. 1/1/16
Step 1	$ 9.00	$10.00
Step 2	$10.00	$11.00

CONSEQUENCE OF NEGATIVE ACTION:

If the request is not approved, Contra Costa County will not be in compliance with State of California minimum wage law, and not reallocating Step 2 of the Title V Trainee classification will not allow for proper compensation to senior participants of the SCESEP program.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

AGENDA ATTACHMENTS

Resolution No. 2015/430

MINUTES ATTACHMENTS

Signed Resolution No. 2015/430

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

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

AYE:	5	**John Gioia** **Candace Andersen** **Mary N. Piepho** **Karen Mitchoff** **Federal D. Glover**
NO:		
ABSENT:		
ABSTAIN:		
RECUSE:		

Resolution No. 2015/430

In the Matter Of: Reallocating the WEX Trainee and Title V Trainee classifications on the Salary Schedule to be in compliance with the State of California Minimum Wage Law

The Contra Costa Board of Supervisors in its capacity as governing Board of the County of Contra Costa finds that:

WHEREAS, the State of California has increased the minimum wage from $9.00 to $10.00 per hour effective January 1, 2016; and

WHEREAS, the Board of Supervisors wishes to ensure that Contra Costa County is in compliance with the new state minimum wage law; and

WHEREAS, in order to remain in compliance, the Title V Trainee (XSK1) classification will need to be reallocated on the salary schedule to set salary step 1 at no less than $10.00 per hour on January , 2016; and

WHEREAS, the WEX Trainee (XSK2) classification will need to be reallocated on the salary schedule set salary step 1 at no less than $10.00 per hour and salary step 2 at no less than $11.00 per hour;

NOW, THEREFORE, BE IT RESOLVED that effective January 1, 2016, the classifications of WEX Trainee and Title V Trainee will be reallocated on the salary schedule to set salary step 1 at no less than $10.00 per hour and to set salary step 2 of the Title V Trainee at $11.00 per hour.

Contact: Anne Crisp (925) 313-1527

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

cc: EHSD, Human Resources, Human Resources, Otilia Parra, James Hicks

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

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

AYE:	5	**John Gioia** **Candace Andersen** **Mary N. Piepho** **Karen Mitchoff** **Federal D. Glover**
NO:		
ABSENT:		
ABSTAIN:		
RECUSE:		

Resolution No. 2015/430

In the Matter Of: Reallocating the WEX Trainee and Title V Trainee classifications on the Salary Schedule to be in compliance with the State of California Minimum Wage Law

The Contra Costa Board of Supervisors in its capacity as governing Board of the County of Contra Costa finds that:

WHEREAS, the State of California has increased the minimum wage from $9.00 to $10.00 per hour effective January 1, 2016; and

WHEREAS, the Board of Supervisors wishes to ensure that Contra Costa County is in compliance with the new state minimum wage law; and

WHEREAS, in order to remain in compliance, the Title V Trainee (XSK1) classification will need to be reallocated on the salary schedule to set salary step 1 at no less than $10.00 per hour on January , 2016; and

WHEREAS, the WEX Trainee (XSK2) classification will need to be reallocated on the salary schedule set salary step 1 at no less than $10.00 per hour and salary step 2 at no less than $11.00 per hour;

NOW, THEREFORE, BE IT RESOLVED that effective January 1, 2016, the classifications of WEX Trainee and Title V Trainee will be reallocated on the salary schedule to set salary step 1 at no less than $10.00 per hour and to set salary step 2 of the Title V Trainee at $11.00 per hour.

Contact: Anne Crisp (925) 313-1527

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

ATTESTED: December 8, 2015

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

Stephanie L. Mello

By: Stephanie L. Mello, Deputy

cc: EHSD, Human Resources, Human Resources, Otilia Parra, James Hicks

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: Approval of Community Development Block Grant Legal Documents for the Church Lane Apartment Project in San Pablo

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to (1) execute amended and restated legal documents to consolidate the existing loans to Church Lane – Rubicon Partners, and (2) provide $455,000 in Community Development Block Grant funds to Church Lane - Rubicon Partners for the rehabilitation of Church Lane Apartments in San Pablo.

FISCAL IMPACT:
No General Fund impact. Community Development Block Grant funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD). CFDA #14.218

BACKGROUND:
On October 7, 2014, the Board of Supervisors allocated $455,000 in Community Development Block Grant (CDBG) funds to Church Lane - Rubicon Partners for the rehabilitation of Church Lane Apartments at 2560 Church Lane, San Pablo. Church Lane was developed in 1996 by Rubicon Programs and consists of 22 apartments. The County through its regulatory agreement requires ten units be affordable to very-low income families. The remaining 12 units are required by other funders to be affordable to low and very-low income families.

An affiliate of Resources for Community Development replaced Rubicon Programs as the general partner in Church Lane - Rubicon Partners in 2014. While the property is in generally fair to good condition, there is extensive water damage to the concrete exterior walkways and supporting columns. The CDBG funds will be used to repair

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: Kara Douglas 925 674-7889

cc:

BACKGROUND: (CONT'D)

the walkways and columns.

The project was originally financed in part with County funds as follows: in March 1995, $145,000 loan of CDBG funds and $105,000 loan of HOME Investment Partnerships Act (HOME) funds; in June 1995, $100,000 loan of CDBG funds; in November 1995, $340,000 loan in HOME funds; in June 1995, $100,000 loan in CDBG funds; and in June 1997, $50,000 loan of HOME funds. As a result there are currently four loan agreements, four deeds of trust, and two regulatory agreements. These various loans will be consolidated into a single amended and restated loan agreement, and amended and restated deed of trust securing the new loan amount, and one amended and restated regulatory agreement. The existing promissory notes will be canceled and there will be a new CDBG promissory note and a new HOME promissory note. The principal amount of the CDBG loan will be the outstanding principal and interest of the original CDBG loans and the additional $455,000 in CDBG funds. The HOME loan amount will be the original principal and outstanding interest of the original HOME loans. Consolidating the existing loans and the new loan into a single set of legal documents will facilitate ongoing administration of the project. The new loan will have a three percent interest rate and 55 year term, which is typical for CDBG and HOME loans. There may be some annual loan payments if the project has surplus cash flow. Otherwise, the loan is deferred for 55 years. The loan documents are attached in their substantially final form and will be executed in a form approved by County Counsel.

National Environmental Policy Act (NEPA): CDBG projects are subject to NEPA and 24 CFR Part 58 review. The NEPA review for this project has been completed.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval and execution of the CDBG legal documents, the rehabilitation will not be done and the property will suffer from deferred maintenance.

CHILDREN'S IMPACT STATEMENT:

This project will help preserve existing affordable housing, which supports the Children's Impact Statement: "Families are Economically Self-Sufficient."

ATTACHMENTS

Regulatory Agreement

Deed of Trust

CDBG Note

HOME Note

Amended and Restated Loan Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Affordable Housing Program Manager

No fee for recording pursuant to
Government Code Section 27383

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS
(Church Lane Apartments)
(CDBG Funds and HOME Funds)

This Regulatory Agreement and Declaration of Restrictive Covenants ("Agreement") is dated _____, 201_ and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), and CHURCH LANE - RUBICON PARTNERS, a California limited partnership ("Borrower").

RECITALS

A. Defined Terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

C. The County has received Home Investment Partnerships Act funds from HUD pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

D. Borrower is the owner of that certain real property located at 2570 Church Lane in the City of San Pablo, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"), improved with twenty-two (22) units of housing affordable to very low- and low-income households (the "Development"). The Development as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements." Borrower intends to rehabilitate the Development.

E. Pursuant to a CDBG/HOME Loan Agreement dated March 31, 1995 ("Loan Agreement No. 1"), the County loaned One Hundred Forty-Five Thousand Dollars ($145,000) of CDBG Funds and One Hundred Five Thousand Dollars ($105,000) of HOME Funds to Church Lane Housing Corporation to acquire the Property and construct the Improvements. Together, the loans made pursuant to Loan Agreement No. 1 are "Loan No. 1." Loan No. 1 was evidenced by a Regulatory Agreement by and between the County and Church Lane Housing Corporation dated March 31, 1995 ("Regulatory Agreement No. 1"). Regulatory Agreement No. 1 was recorded in the official records of the County of Contra Costa (the "Official Records") on April 4, 1995, as Instrument No. 95-053358. Pursuant to an Assignment and Assumption Agreement dated as of January 12, 1996 ("Assignment No. 1"), Loan No. 1 was assigned to and assumed by Borrower. Assignment No. 1 was recorded in the Official Records on January 12, 1996, as Instrument No. 965890.

F. Pursuant to a HOME Loan Agreement dated November 13, 1995 ("Loan Agreement No. 2"), the County loaned Three Hundred Forty Thousand Dollars ($340,000) of HOME Funds ("HOME Loan No. 2") to Church Lane Housing Corporation to assist in the construction of the Improvements. HOME Loan No. 2 was evidenced by a Regulatory Agreement by and between the County and Church Lane Housing Corporation dated November 13, 1995 ("Regulatory Agreement No. 2"). Regulatory Agreement No. 2 was recorded in the Official Records on November 14, 1995, as Instrument No. 95-197339. Pursuant to an Assignment and Assumption Agreement dated as of January 12, 1996 ("Assignment No. 2"), HOME Loan No. 2 was assigned to and assumed by Borrower. Assignment No. 2 was recorded in the Official Records on January 12, 1996, as Instrument No. 96-5890.

G. In addition to Loan No. 1 and HOME Loan No. 2, the County previously loaned Borrower (i) One Hundred Thousand Dollars ($100,000) in CDBG Funds ("CDBG Loan No. 2"), pursuant to a CDBG Loan Agreement dated June 22, 1995 ("Loan Agreement No. 3"), and (ii) Fifty Thousand Dollars ($50,000) in HOME Funds ("HOME Loan No. 3"), pursuant to a HOME Loan Agreement dated June 12, 1997 ("Loan Agreement No. 4").

H. Pursuant to an Amended and Restated CDBG and HOME Loan Agreement by and between the County and Borrower of even date herewith (the "Loan Agreement"), the County is (i) amending and restating Loan Agreement No. 1, Loan Agreement No. 2, Loan Agreement No. 3, and Loan Agreement No. 4, and (ii) lending Borrower _____ Thousand Dollars ($DDD,DDD) of CDBG Funds (the "New CDBG Loan"). The Loan Agreement, together with the CDBG Note, evidence Borrower's obligation to repay _____ Thousand Dollars ($DDD,DDD) of CDBG Funds (the "CDBG Loan") and _____ Thousand Dollars ($EEE,EEE) of HOME Funds (the "HOME Loan").

I. Together, the CDBG Loan and the HOME Loan total _____ Million _____ Thousand Dollars ($F,FFF,FFF) (the "Loan").

J. The County has the authority to lend the Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the HOME Funds pursuant to 24 C.F.R. 92.205, and has authority to loan the CBDG Funds pursuant to 24 C.F.R. 570.201.

K. The County has agreed to amend and restate Loan Agreement No. 1, Loan Agreement No. 2, Loan Agreement No. 3, and Loan Agreement No. 4 and to make the New CDBG Loan on the condition that the Borrower maintain and operate the Development in accordance with restrictions set forth in this Agreement and in the related documents evidencing the Loan.

L. In consideration of receipt of the Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

ARTICLE 1
DEFINITIONS

1.1 Definitions.

The following terms have the following meanings:

(a) "Actual Household Size" means the actual number of persons in the applicable household.

(b) "Adjusted Income" means the total anticipated annual income of all persons in the Tenant household as calculated pursuant to 24 C.F.R. 92.203(b)(1).

(c) "Agreement" has the meaning set forth in the introductory paragraph of this Agreement.

(d) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h).

(e) "CDBG" means the Community Development Block Grant Program, funded pursuant to Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.).

(f) "CDBG Funds" has the meaning set forth in Paragraph B of the Recitals.

(g) “CDBG Loan” has the meaning set forth in Paragraph H of the Recitals.

(h) “CDBG Note” means the promissory note of even date herewith that evidences Borrower’s obligation to repay the CDBG Loan.

(i) "Completion Date" has the meaning set forth in the Loan Agreement.

(j) "County-Assisted Units" means the ten (10) Units within the Development designated as assisted by the County pursuant to this Agreement, which Units are "floating" Units as defined in 24 C.F.R. 92.252(j).

(k) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Loan and Borrower's performance of the covenants set forth in the documents evidencing the Loan.

(l) "Development" has the meaning set forth in Paragraph D of the Recitals.

(m) "HOME" means the Home Investment Partnerships Act Program funded pursuant to the Cranston-Gonzales National Housing Act of 1990.

(n) "HOME Funds" has the meaning set forth in Paragraph C of the Recitals.

(o) “HOME Loan” has the meaning set forth in Paragraph H of the Recitals.

(p) “HOME Note” means the promissory note of even date herewith that evidences Borrower’s obligation to repay the HOME Loan.

(q) "HOME Regulations" means the regulations set forth in 24 C.F.R. Part 92.

(r) "HOME Term" means the period beginning on June 17, 1997 and ending on June 20, 2017.

(s) "HUD" means the United States Department of Housing and Urban Development.

(t) "Loan" has the meaning set forth in Paragraph I of the Recitals.

(u) "Loan Agreement" has the meaning set forth in Paragraph H of the Recitals.

(v) "Loan Documents" means the documents executed by Borrower evidencing the Loan including this Agreement, the CDBG Note and the HOME Note, the Loan Agreement, and the Deed of Trust.

(w) "Low HOME Rent" means a monthly Rent amount not exceeding the maximum rent published by HUD for a Very Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(b).

(x) "Low Income Household" means a Tenant household with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than eighty percent (80%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually

high or low family incomes, as such definition may be amended pursuant to 24 C.F.R. Section 92.2.

(y) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(z) "Property" has the meaning set forth in Paragraph D of the Recitals.

(aa) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Borrower which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(bb) "Tenant" means the tenant household that occupies a Unit in the Development.

(cc) "Term" means the term of this Agreement, which commences as of the date of this Agreement, and unless sooner terminated pursuant to the terms of this Agreement, expires on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

(dd) "Unit(s)" means one (1) or more of the units in the Development.

(ee) "Very Low Income Household" means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than fifty percent (50%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as set forth in 24 C.F.R. Section 92.2.

(ff) "Very Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low Income Households.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Very Low Income Units. During the Term, Borrower shall rent ten (10) Units, and ensure that these Units are occupied or, if vacant, available for occupancy, by Very Low Income Households.

(b) Intermingling of Units. The County-Assisted Units are to be comprised of (i) four (4) three- or four-bedroom Units, (ii) four (4) two-bedroom Units, and (iii) two (2) Units of any size. The County-Assisted Units are to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development.

(c) Disabled Persons Occupancy. Borrower shall cause the Development to be operated at all times in compliance with the provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, and (v) the Americans With Disabilities Act of 1990, which relate to disabled persons access. Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection will survive expiration of the Term or other termination of this Agreement, and remain in full force and effect.

2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent paid by Tenants of Very Low Income Units, may not exceed the Low HOME Rent.

(b) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Borrower.

2.3 Rent Increases; Increased Income of Tenants.

(a) Rent Increases. The initial Rents and subsequent Rents for all County-Assisted Units must be approved by the County prior to occupancy and are subject to the HOME Regulations. All Rent increases for all County-Assisted Units are also subject to County approval. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. Tenants are to be given at least sixty (60) days written notice prior to any Rent increase. The County will provide Borrower with a schedule of maximum permissible Rents for the County-Assisted Units annually.

(b) Increased Income above Very Low but below Low Income Limit. Subject to Subsection (a) above, if, upon the annual certification of the income of a Tenant of a County-Assisted Unit, Borrower determines that the income of a Very Low Income Household has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Low HOME Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or re-designate another comparable Unit in the Development with a Very Low Income Household a County-Assisted Unit, to comply with the requirements of Section 2.1 above. Upon renting the next available Unit in accordance with Section 2.1 or re-designating another Unit in the Development as a County-Assisted Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(c) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a County-Assisted Unit, Borrower determines that the income of a Very Low Income Household has increased above the qualifying limit for a Low Income Household, such Tenant shall be permitted to retain the Unit and upon expiration of the Tenant's lease and upon sixty (60) days written notice, the Rent must be increased to the lesser of one-twelfth ($1/12^{th}$) of thirty percent (30%) of the actual Adjusted Income of the Tenant, or fair market rent (subject to 24 C.F.R. 92.252(i)(2) regarding low income housing tax credit requirements), and Borrower shall rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or re-designate another comparable Unit in the Development with Very Low Income Household as a County-Assisted Unit, to meet the requirements of Section 2.1 above. Upon renting the next available Unit in accordance with Section 2.1 or re-designating another Unit in the Development as a County-Assisted Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(d) Termination of Occupancy. Upon termination of occupancy of a County-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

2.4 Units Available to the Disabled. Borrower shall rehabilitate the Development in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act; Section 504 of the Rehabilitation Act of 1973; Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations. In compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, et seq.), if the rehabilitation is substantial as defined in 24 C.F.R. 8.23(a), a minimum of four (4) of the rehabilitated Units must be fully accessible to households with a mobility impaired member and an additional two (2) Units of the rehabilitated Units must be fully accessible to hearing and/or visually impaired persons. Non-substantial alterations shall comply with 24 C.F.R. 8.23(b).

ARTICLE 3
INCOME CERTIFICATION AND REPORTING

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Copies of Tenant income certifications are to be available to the County upon request.

3.2 Reporting Requirements. Borrower shall submit to the County (a) not later than the forty-fifth (45th) day after the close of each calendar year, or such other date as may be requested by the County, a statistical report, including income and rent data for all Units, setting forth the information called for therein, and (b) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Additional Information. Borrower shall provide any additional information reasonably requested by the County.

3.4 Records. Borrower shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the County to inspect records, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.5 HOME Record Requirements. For the period of the HOME Term all records maintained by Borrower pursuant to Sections 3.2 and 3.4 above are to be (i) maintained in compliance with all applicable HUD records and accounting requirements, and (ii) open to and available for inspection and copying by HUD and its authorized representatives at reasonable intervals during normal business hours; provided however, records pertaining to Tenant income verifications, Rents, and Development inspections are subject to HUD inspection for five (5) years after expiration of the HOME Term. Borrower is subject to the audit requirements set forth in 24 CFR 92.505 during the HOME Term.

3.6 On-Site Inspection. The County may perform an on-site inspection of the Development at least one (1) time per year. Borrower shall cooperate in such inspection.

ARTICLE 4
OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Program Requirements. Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations, (iii) all requirements imposed on projects assisted with CDBG Funds as contained in 42 U.S.C. Section5301, et seq., 24 C.F.R. Part 570, and other implementing rules and regulations, and (iv) any other regulatory requirements imposed on the Development.

4.3 Taxes and Assessments. Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Borrower may contest in good faith, any such taxes, assessments, or charges. In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.4 Property Tax Exemption. Borrower shall not apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g) without the prior written consent of the County.

ARTICLE 5
PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property manager is also required.

5.2 Management Agent. Borrower shall cause the Development to be managed by an

experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County previously approved Eden Housing Management, Inc. as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above. The County acknowledges that any replacement Management Agent is subject to the approval of Borrower’s investor limited partner identified in Section 6.13.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.7 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance. Borrower shall maintain, for the entire Term of this Agreement, all interior and exterior Improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

The County places prime importance on quality maintenance to protect its investment and to ensure that all County and County-assisted affordable housing projects within the County are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Development will be acceptable to the County assuming Borrower agrees to provide all necessary improvements to assure the Development is maintained in good condition. Borrower shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that Borrower breaches any of the covenants contained in this section and such default continues for a period of five (5) days after written notice from the County with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount shall be promptly paid by Borrower to the County upon demand.

ARTICLE 6
MISCELLANEOUS

6.1 Lease Provisions. In newly leasing the Units within the Development, Borrower shall use a form of lease approved by the County. The lease must not contain any provision which is prohibited by 24 C.F.R. Section 92.253(b) and any amendments thereto. The form of lease must comply with all requirements of this Agreement, the other Loan Documents and must, among other matters:

(a) provide for termination of the lease for failure to: (i) provide any information required under this Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this Agreement, or (ii) qualify as a Very Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

(b) be for an initial term of not less than one (1) year, unless by mutual

agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 (a) above.

(c) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 2.4 and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

6.2 Lease Termination. Any termination of a lease or refusal to renew the lease of a County-Assisted Unit must be (i) in conformance with 24 C.F.R. 92.253(c), and (ii) preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

6.3 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this Agreement. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.4 Term. The provisions of this Agreement apply to the Property for the entire Term even if the Loan is paid in full prior to the end of the Term. This Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by County. County is making the Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.5 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the County Assistant Deputy Director.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.6 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.7 Enforcement by the County. If Borrower fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the County may enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the Loan. The County may declare a default under either the CDBG Note or the HOME Note, or both, accelerate the indebtedness evidenced by either the CDBG Note or the HOME Note, or both, and proceed with foreclosure under the Deed of Trust.

(b) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this Agreement, and may seek damages.

(c) Remedies Provided Under Loan Documents. The County may exercise

any other remedy provided under the Loan Documents.

6.8 Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.9 Recording and Filing. The County and Borrower shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.10 Governing Law. This Agreement is governed by the laws of the State of California.

6.11 Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Agreement extends to or affects any other provision of this Agreement, and may not be deemed to do so.

6.12 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.13 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Affordable Housing Program Manager

Borrower: Church Lane - Rubicon Partners
2220 Oxford Street
Berkeley, CA 94704

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.14 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired thereby.

6.15 Multiple Originals; Counterparts. This Agreement may be executed in multiple

originals, each of which is deemed to be an original, and may be signed in counterparts.

6.16 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

[remainder of page intentionally left blank]

The parties are signing this Agreement as of the date first written above.

COUNTY:

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

By: _____

Its:_____

Approved as to form:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

Church Lane - Rubicon Partners, a California limited partnership

By: RCD GP LLC, its general partner

By: Resources for Community Development., a California nonprofit public benefit corporation, its sole member/manager

By:_____

Name:_____

Its:_____

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ __, 201_, before me, _____, Notary Public, personally appeared, _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ __, 201_, before me, _____, Notary Public, personally appeared, _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT A

Legal Description

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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Affordable Housing Program Manager

No fee for recording pursuant to
Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING
(Church Lane Apartments)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of _____, 2015, by and among Church Lane - Rubicon Partners, a California limited partnership ("Trustor"), North American Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with (i) the Note (defined in Section 1.7 below) until paid in full or cancelled, and (ii) any other amounts owing under the Loan Documents (defined in Section 1.6 below). Principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable.

The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1
DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term “CDBG Note” means the promissory note in the principal amount of _____ Thousand Dollars ($DD,DDD) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. The terms and provisions of the CDBG Note are incorporated herein by reference.

Section 1.2 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.3 The term “HOME Note” means the promissory note in the principal amount of _____ Thousand Dollars ($EEE,EEE) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. The terms and provisions of the HOME Note are incorporated herein by reference.

Section 1.4 The term "Loan" means the loan made by the Beneficiary to the Trustor in the amount of _____ Million _____ Thousand Dollars ($F,FFF,FFF).

Section 1.5 The term "Loan Agreement" means that certain Amended and Restated CDBG and HOME Loan Agreement between Trustor and Beneficiary, of even date herewith, as

such may be amended from time to time, providing for the Beneficiary to loan to Trustor _____ Million _____ Thousand Dollars ($F,FFF,FFF).

Section 1.6 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, and the Regulatory Agreement, and any other agreements, debt, loan or security instruments between Trustor and the Beneficiary relating to the Loan.

Section 1.7 The term "Note" means both the CDBG Note and the HOME Note, in the total principal amount of _____ Million Dollars ($F,FFF,FFF).

Section 1.8 The term "Principal" means the amounts required to be paid under the Note.

Section 1.9 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between the Beneficiary and the Trustor.

ARTICLE 2
MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or

services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under

this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All

amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

ARTICLE 4
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor (taking into account the Funds) has sufficient funds to rebuild the improvements in substantially the form that existed prior to the casualty or condemnation.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the

part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself

or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless the Beneficiary and its boardmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 5.1(m) of the Loan Agreement. Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the

environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of

that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary.

Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in

connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Affordable Housing Program Manager

and (2) if intended for Trustor is to be addressed to:

Church Lane-Rubicon Partners
c/o Resources for Community Development
2220 Oxford Street
Berkeley, CA 94704

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, and to the extent applicable, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h)(6)(E)(ii), as amended, applies:

For a period of three (3) years from the date of Foreclosure, with respect to an existing tenant of any low-income unit, (i) such tenant may not be subject to eviction or termination of their tenancy (other than for good cause), (ii) nor may such tenant's gross rent with respect to such unit be increased, except as otherwise permitted under Section 42 of the Internal Revenue Code.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Church Lane - Rubicon Partners, a California limited partnership

By: RCD GP LLC, its general partner

By: Resources for Community Development, a California nonprofit public benefit corporation, its sole member/manager

By:_____

Name:_____

Its:_____

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ __, 2015, before me, _____, Notary Public, personally appeared, _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT A

LEGAL DESCRIPTION

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

PROMISSORY NOTE
(CDBG Loan)

$_____ Martinez, California
_____ 1, 20__

FOR VALUE RECEIVED, the undersigned Church Lane - Rubicon Partners., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of _____ Thousand Dollars ($_____) plus interest thereon pursuant to Section 2 below.

This Promissory Note (the "Note") replaces in their entirety the following promissory notes executed for the benefit of Holder (together, the "Original Notes"): (i) a promissory note dated March 31, 1995, in the amount of One Hundred Forty-Five Thousand Dollars ($145,000) executed by Church Lane Housing Corporation, and (ii) a promissory note dated June 22, 1995, in the amount of One Hundred Thousand Dollars ($100,000), executed by Rubicon Programs, Inc. All disbursements under the Original Notes will be deemed to be disbursed under this Note.

All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of _____ Thousand Dollars ($_____) with interest for the funds loaned to Borrower, Church Lane Housing Corporation and Rubicon Programs, Inc. by Holder to finance the acquisition of the Property and the construction and rehabilitation of the Development in accordance with the Amended and Restated CDBG and HOME Loan Agreement of even date herewith between Borrower and Holder (the "Loan Agreement").

2. Interest.

(a) Subject to the provisions of Subsection (b) below, this Note bears simple interest at a rate of three percent (3%) per annum from the date of disbursement.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.8 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Loan is due and payable on the fifty-sixth (56th) anniversary of the date of this Note. [Is this correct?]

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing executed by Borrower for the benefit of Holder of even date herewith (the "Deed of Trust"). Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.10 of the Loan Agreement, which Section 2.10 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Affordable Housing Program Manager, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the

same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

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9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

Church Lane - Rubicon Partners, a California limited partnership

By: RCD GP LLC, its general partner

By: Resources for Community Development., a California nonprofit public benefit corporation, its sole member/manager

By:_____

Name:_____

Its:_____

PROMISSORY NOTE
(HOME Loan)

$_____ Martinez, California
_____ 1, 20__

FOR VALUE RECEIVED, the undersigned Church Lane -Rubicon Partners., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of _____ Thousand Dollars ($_____) plus interest thereon pursuant to Section 2 below.

This Promissory Note (the "Note") replaces in their entirety the following promissory notes executed for the benefit of Holder (together, the "Original Notes"): (i) a promissory note dated March 31, 1995, in the amount of One Hundred Five Thousand Dollars ($105,000) executed by Church Lane Housing Corporation, (ii) a promissory note dated November 13, 1995, in the amount of Three Hundred Forty Thousand Dollars ($340,000) executed by Church Lane Housing Corporation, and (iii) a promissory note dated June 12, 1997, in the amount of Fifty Thousand Dollars ($50,000) executed by Church Lane - Rubicon Partners. All disbursements under the Original Notes will be deemed to be disbursed under this Note.

All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of _____ Thousand Dollars ($_____) with interest for the funds loaned to Borrower and Church Lane Housing Corporation by Holder to finance the acquisition of the Property and the construction and operation of the Development in accordance with the Amended and Restated CDBG and HOME Loan Agreement of even date herewith between Borrower and Holder (the "Loan Agreement").

2. Interest.

(a) Subject to the provisions of Subsection (b) below, this Note bears simple interest at a rate of three percent (3%) per annum from the date of disbursement.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.8 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Loan is due and payable on the fifty-sixth (56th) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing executed by Borrower for the benefit of Holder of even date herewith (the "Deed of Trust"). Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.10 of the Loan Agreement, which Section 2.10 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Affordable Housing Program Manager, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the

same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

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9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

Church Lane - Rubicon Partners, a California limited partnership

By: RCD GP LLC, its general partner

By: Resources for Community Development., a California nonprofit public benefit corporation, its sole member/manager

By:_____

Name:_____

Its:_____

AMENDED AND RESTATED
CDBG AND HOME LOAN AGREEMENT
(Church Lane Apartments)

This Amended and Restated CDBG and HOME Loan Agreement (the "Agreement") is dated _____, 2015 (the "Effective Date"), and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Church Lane - Rubicon Partners, a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

C. The County has received Community Development Block Grant funds from HUD under Title I of the Housing and Community Development Act of 1974, as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

D. Borrower owns certain real property located at 2560 Church Lane, in the City of San Pablo, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"), improved with twenty-two (22) units of housing affordable to very low- and low-income households (the "Development"). The Development, as well as any additional improvements on the Property, including all landscaping, roads and parking spaces on the Property, are referred to as the "Improvements."

E. The County and Borrower are parties to a CDBG/HOME Loan Agreement dated March 31, 1995 ("Loan Agreement No. 1"), pursuant to which the County loaned the Borrower One Hundred Forty-Five Thousand Dollars ($145,000) of CDBG Funds ("CDBG Loan No. 1") and One Hundred Five Thousand Dollars ($105,000) of HOME Funds ("HOME Loan No. 1") to acquire the Property and construct the Improvements. Together, CDBG Loan No. 1 and HOME Loan No. 1 are "Loan No. 1." CDBG Loan No. 1 is evidenced by a CDBG Note dated March 31, 1995 ("CDBG Note No. 1"). HOME Loan No. 1 is evidenced by a HOME Note dated March 31, 1995 ("HOME Note No. 1"). Loan No. 1 is further evidenced by a regulatory agreement dated March 31, 1995 ("Regulatory Agreement No. 1"). Regulatory Agreement No. 1 was recorded in the official records of the County of Contra Costa (the "Official Records") on April 4, 1995 as Instrument No. 95-053358.

F. The County and Borrower are parties to a HOME Loan Agreement dated November 13, 1995 ("Loan Agreement No. 2"), pursuant to which the County loaned the Borrower Three Hundred Forty Thousand Dollars ($340,000) of HOME Funds ("HOME Loan No. 2") to assist in the construction of the Improvements. HOME Loan No. 2 is evidenced by a HOME Note dated

November 13, 1995 ("HOME Note No. 2") and by a regulatory agreement dated November 13, 1995 ("Regulatory Agreement No. 2"), which was recorded in the Official Records on November 14, 1995 as Instrument No. 95-197339.

G. The County and Borrower are parties to a CDBG Loan Agreement dated June 22, 1995 ("Loan Agreement No. 3"), pursuant to which the County loaned the Borrower One Hundred Thousand Dollars ($100,000) of CDBG Funds ("CDBG Loan No. 2") to finance predevelopment activities. CDBG Loan No. 2 is evidenced by a CDBG Note dated June 22, 1995 ("CDBG Note No. 2").

H. The County and Borrower are parties to a HOME Loan Agreement dated June 12, 1997 ("Loan Agreement No. 4"), pursuant to which the County loaned the Borrower Fifty Thousand Dollars ($50,000) of HOME Funds ("HOME Loan No. 3") to establish an operating reserve for the Development. HOME Loan No. 3 is evidenced by a HOME Note dated June 12, 1995 ("HOME Note No. 3").

I. Loan No. 1 is secured by a deed of trust dated March 31, 1995, which was recorded in the Official Records on April 4, 1995 as Instrument No. 95-053357 (the "First Deed of Trust"). HOME Loan No. 2 is secured by a deed of trust dated November 9, 1995, which was recorded in the Official Records on November 14, 1995 as Instrument No. 95-197338 (the "Second Deed of Trust"). CDBG Loan No. 2 is secured by a deed of trust dated June 22, 1995, which was recorded January 12, 1996 as Instrument No. 96-5888 (the "Third Deed of Trust"). HOME Loan No. 3 is secured by a deed of trust dated June 12, 1997, which was recorded in the Official Records on June 17, 1997 as Instrument No. 97-0103573 (the "Fourth Deed of Trust"). Together, the First Deed of Trust, the Second Deed of Trust, the Third Deed of Trust and the Fourth Deed of Trust are the "Original Deeds of Trust."

J. Under the terms of the relevant loan agreements, CDBG Loan No. 1 and CDBG Loan No. 2 accrue simple interest on their outstanding principal balances at the rate of four percent (4%) per annum from their funding dates. As of _____, 2015, the outstanding principal balance plus accrued interest of CDBG Loan No. 1 is _____ Thousand Dollars ($XXX,XXX) and the outstanding principal balance plus accrued interest of CDBG Loan No. 2 is _____ Thousand Dollars ($YYY,YYY), for a total of _____ Thousand Dollars ($ZZZ,ZZZ) (the "Original CDBG Loan").

K. Under the terms of the relevant loan agreements, HOME Loan No. 1 does not accrue interest, but HOME Loan No. 2 and HOME Loan No. 3 accrue simple interest on their outstanding principal balances at the rate of four percent (4%) per annum from their funding dates. As of _____, 2015, the outstanding principal balance plus accrued interest of HOME Loan No. 2 is _____ Thousand Dollars ($AAA,AAA) and the outstanding principal balance plus accrued interest of HOME Loan No. 3 is _____ Thousand Dollars ($BBB,BBB), which, together with HOME Loan No. 1, totals _____ Thousand Dollars ($CCC,CCC) (the "HOME Loan").

L. To finance the rehabilitation of the Development (such work, the "Repairs"), the Borrower desires to borrow an additional Four Hundred Fifty-Five Thousand Dollars ($455,000) of CDBG Funds (the "New CDBG Loan") from the County. Together, the Original CDBG Loan

and the New CDBG Loan total _____ Thousand Dollars ($DDD,DDD) (the "CDBG Loan"). In addition, the Borrower desires to extend the terms of CDBG Loan No. 1, CDBG Loan No. 2 and the HOME Loan to be coterminous with the New CDBG Loan.

M. Due to the assistance provided to Borrower through the CDBG Loan and the HOME Loan, the County has classified ten (10) units in the Development as CDBG-Assisted and HOME-Assisted units (each such unit, a "County Assisted Unit").

N. The County is willing to (i) lend the Borrower the New CDBG Loan, (ii) extend the terms of the Original CDBG Loan, and (iii) extend the term of the HOME Loan, provided the Borrower enters into new loan documents (the "Loan Documents"). The Loan Documents consist of (i) this Agreement, which amends and restates Loan Agreement No. 1, Loan Agreement No. 2, Loan Agreement No. 3, and Loan Agreement No. 4, and sets forth the terms and conditions that apply to the Loan, (ii) the CDBG Note, (iii) the HOME Note, (iv) the Deed of Trust, and (v) the Regulatory Agreement.

O. Upon recordation of the Deed of Trust and the Regulatory Agreement, the County will (i) reconvey the Original Deeds of Trust, (ii) record a notice of termination in the Official Records for both Regulatory Agreement No. 1 and Regulatory Agreement No. 2, and (iii) cancel CDBG Note No. 1, CDBG Note No. 2, HOME Note No. 1, HOME Note No. 2, and HOME Note No. 3.

P. The California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA") imposes no conditions on the County's consideration and approval of this Agreement because the project underlying this Agreement, (i) can be seen with certainty to have no possibility of having significant effects on the environment pursuant to 14 California Code of Regulations 15061(b)(3); or (ii) is exempt from CEQA requirements under the categorical exemption set forth in 14 California Code of Regulations Section 15302.

Q. The National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), imposes no conditions on the County's consideration and approval of this Agreement because the project underlying this Agreement is exempt from NEPA requirements under the categorical exclusion set forth in 24 C.F.R. Section 58.35(3)(ii).

The parties agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

(a) "Agreement" means this CDBG and HOME Loan Agreement.

(b) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:

(i) property taxes and assessments imposed on the Development;

(ii) debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on existing debt;

(iii) on-site service provider fees for tenant social services, provided the County has approved, in writing, the plan and budget for such services before such services begin;

(iv) property management fees and reimbursements, on–site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County;

(v) fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the amount paid to the Borrower’s general partner pursuant to a partnership agreement;

(vi) premiums for property damage and liability insurance;

(vii) utility services not paid for directly by tenants, including water, sewer, and trash collection;

(viii) maintenance and repair;

(ix) any annual license or certificate of occupancy fees required for operation of the Development;

(x) security services;

(xi) advertising and marketing;

(xii) cash deposited into reserves for capital replacements of the Development in an amount not to exceed six tenths of one percent (.6%) of the total development cost of the Development, or the amount required in connection with the permanent debt or equity financing for the Development and approved by the County;

(xiii) cash deposited into an operating reserve in an amount not to exceed 3% of Annual Operating Expenses;

(xiv) payment of any previously unpaid portion of Developer Fee (without interest), not to exceed the amount set forth in Section 3.18;

(xv) extraordinary operating costs specifically approved in writing by the County;

(xvi) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, any amount expended from a reserve account, and any capital cost associated with the Development.

(c) "Annual Payment" has the meaning set forth in Section 2.8(a).

(d) "Approved Budget" means the proforma rehabilitation budget, including sources and uses of funds, as approved by the County, and attached hereto and incorporated herein as Exhibit B.

(e) "Bid Package" means the package of documents Borrower's general contractor is required to distribute to potential bidders as part of the process of selecting subcontractors to construct the Repairs. The Bid Package is to include the following: (i) an invitation to bid, (ii) copy of the proposed construction contract; (iii) a form of bid guarantee that is reasonably acceptable to the County that guarantees, at a minimum, an amount equal to five percent (5%) of the bid price, and (iv) all Plans and Specifications.

(f) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(g) "CDBG Funds" means Community Development Block Grant funds provided to the County by HUD under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended.

(h) "CDBG Loan" has the meaning set forth in Paragraph L of the Recitals.

(i) “CDBG Note” means the promissory note of even date herewith that evidences Borrower’s obligation to repay the CDBG Loan.

(j) "CDBG Project Agreement" means the project agreement of even date herewith between the County and Borrower.

(k) "CEQA" has the meaning set forth in Paragraph P of the Recitals.

(l) "CHDO" means an entity designated as a Community Housing Development Organization, as defined in 24 C.F.R. 92.2.

(m) "Commencement of Construction" has the meaning set forth in Section 3.5.

(n) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(o) "County" has the meaning set forth in the first paragraph of this Agreement.

(p) "County-Assisted Unit" has the meaning set forth in Paragraph M of the Recitals.

(q) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as Trustor, North American Title Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Loan and performance of the covenants of the Loan Documents.

(r) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(s) "Developer Fee" has the meaning set forth in Section 3.18.

(t) "Development" has the meaning set forth in Paragraph D of the Recitals.

(u) "Event of Default" has the meaning set forth in Section 6.1.

(v) "Final Cost Certification" has the meaning set forth in Section 4.2.

(w) "Final Development Cost" means the total of the cost of Repairs, as shown on the Final Cost Certification.

(x) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

(i) all rents, fees and charges paid by tenants;

(ii) Section 8 payments or other rental subsidy payments received for the dwelling units;

(iii) deposits forfeited by tenants;

(iv) all cancellation fees;

(v) price index adjustments and any other rental adjustments to leases or rental agreements;

(vi) net proceeds from vending and laundry room machines;

(vii) the proceeds of business interruption or similar insurance not paid to senior lenders;

(viii) the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and

(ix) condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

(y) "Hazardous Materials" means: (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law.

(z) "Hazardous Materials Claims" means with respect to the Property (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any Hazardous Materials Law; and (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(aa) "Hazardous Materials Law" means any federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

(bb) "HOME" means the HOME Investment Partnership Act Program pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12705 et seq.), as amended.

(cc) "HOME Loan" has the meaning set forth in Paragraph K of the Recitals.

(dd) “HOME Note” means the promissory note of even date herewith that evidences Borrower’s obligation to repay the HOME Loan.

(ee) “HOME Reporting Term” means the period beginning on June 17, 1997 and ending on June 30, 2017.

(ff) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(gg) "Improvements" has the meaning set forth in Paragraph D of the Recitals.

(hh) "Lenders' Share of Residual Receipts" means seventy-five percent (75%) of Residual Receipts.

(ii) "Loan Documents" has the meaning set forth in Paragraph N of the Recitals.

(jj) "Loan" means the CDBG Loan and the HOME Loan.

(kk) “Memorandum of Agreement” means a memorandum of agreement between the County and HUD pursuant to 24 CFR 210(b) that relates to the New HOME Loan.

(ll) "NEPA" has the meaning set forth in Paragraph Q of the Recitals.

(mm) "Plans and Specifications” means all construction documentation upon which Borrower and Borrower's general contractor rely in constructing the Repairs.

(nn) "Property" has the meaning set forth in Paragraph D of the Recitals.

(oo) "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants, of even date herewith, between the County and Borrower related to the Loan, to be recorded against the Property.

(pp) “Repairs” has the meaning set forth in Paragraph L of the Recitals.

(qq) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(rr) "Retention Amount" means Ten Thousand Dollars ($10,000) of the New CDBG Loan, the disbursement of which is described in Section 2.7.

(ss) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(tt) "Tenant" means the tenant household that occupies a unit in the Development.

(uu) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

(vv) "Transfer" has the meaning set forth in Section 4.14 below.

Section 1.2 <u>Exhibits</u>

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property
Exhibit B: Approved Budget

ARTICLE 2 LOAN PROVISIONS

Section 2.1 Loan.

Upon satisfaction of the conditions set forth in Sections 2.5, 2.6 and 2.7 of this Agreement, as applicable, the County shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the CDBG Note and the HOME Note.

Section 2.2 Interest.

(a) Subject to the provisions of Subsection (b) below, simple interest will accrue on the outstanding principal balance of the Loan at a per annum rate of interest equal to three percent (3%), commencing on the date of disbursement.

(b) Upon the occurrence of an Event of a Default, interest on the outstanding principal balance of the Loan will begin to accrue, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured, at the Default Rate.

Section 2.3 Use of Loan Funds.

(a) Borrower shall use the New CDBG Loan to construct the Repairs, consistent with the Approved Budget.

(b) Borrower may not use the proceeds of the New CDBG Loan for any other purposes without the prior written consent of the County.

Section 2.4 Security.

Borrower shall secure its obligation to repay the Loan, as evidenced by the CDBG Note and the HOME Note, by executing the Deed of Trust, and causing or permitting it to be recorded as a lien against the Property. Borrower shall also cause or permit the Regulatory Agreement to be recorded against the Property.

Section 2.5 Conditions Precedent to Disbursement of New CDBG Loan.

The disbursements made pursuant to this Section 2.6 may not exceed Four Hundred Fifty-Five Thousand Dollars ($455,000). The County is not obligated to disburse any portion of the New CDBG Loan, or to take any other action under the Loan Documents unless all of the following conditions have been and continue to be satisfied:

(a) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement;

(b) Borrower holds title to the Property;

(c) Borrower has delivered to the County a copy of a corporate resolution authorizing Borrower to obtain the Loan and execute the Loan Documents;

(d) There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the County prior to the date of this Agreement;

(e) Borrower has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.15 below;

(f) Borrower has executed and delivered to the County the Loan Documents and has caused all other documents, instruments, and policies required under the Loan Documents to be delivered to the County;

(g) The Deed of Trust and the Regulatory Agreement have been recorded against the Property in the Office of the Recorder of the County of Contra Costa;

(h) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. The Borrower shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Property in the Office of the Recorder of the County of Contra Costa.

(i) All environmental review necessary for the construction of the Repairs has been completed, and Borrower has provided the County evidence of compliance with all NEPA and CEQA requirements and mitigation measures applicable to rehabilitation of the Development;

(j) The County has determined the undisbursed proceeds of the New CDBG Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the rehabilitation of the Development, are not less than the amount the County determines is necessary to pay for the rehabilitation of the Development and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreement;

(k) Borrower has obtained all permits and approvals necessary for the rehabilitation of the Development;

(l) The County has received and approved the Bid Package for the subcontractors for the construction of the Repairs pursuant to Section 3.2 below;

(m) The County has received and approved the general contractor's construction contract that the Borrower has entered or proposed to enter for the construction of the Repairs pursuant to Section 3.3 below;

(n) The County has received a written draw request from Borrower, including (i) certification that the condition set forth in Section 2.6(a) continues to be satisfied, (ii) certification that the proposed uses of funds is consistent with the Approved Budget, (iii) the amount of funds needed, and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with improvements on the Property, the written request must be accompanied by (i) certification by the Borrower's architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and make an independent evaluation); and (ii) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

Section 2.6 Conditions Precedent to Disbursement of Retention.

The County is not obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The County has received a completion report from Borrower setting forth (i) the income, household size, race, and ethnicity of Tenants of the County-Assisted Units, (ii) and the unit size, rent amount and utility allowance for all County-Assisted Units.

(b) The County has received a Final Cost Certification for the Development from Borrower showing all uses and sources.

(c) The County has received from Borrower copies of the certificate of occupancy or equivalent final permit sign-offs for the Development.

(d) The County has received from Borrower current evidence of the insurance coverage meeting the requirements of Section 4.15 below.

(e) The County has received from Borrower a form of Tenant lease.

(f) The County has received from Borrower evidence of marketing for any vacant County-Assisted Unit in the Development such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of such units, as applicable.

(g) The County has received from Borrower all relevant contract activity information, including compliance with Section 3 and MBE/WBE requirements.

(h) If Borrower was required to comply with relocation requirements, the County has received from Borrower evidence of compliance with all applicable relocation requirements.

(i) The County has received from Borrower a copy of the management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager.

(j) If Borrower is required to pay prevailing wages under the Davis-Bacon Act (40 U.S.C. 3141-3148), the County has received confirmation that Borrower has submitted

all certified payrolls to the County, and any identified payment issues have been resolved, or Borrower is working diligently to resolve any such issues.

(k) The County has received from Borrower evidence of compliance with all NEPA mitigation requirements as set forth in Exhibit C.

(l) The County has received a written draw request from Borrower, including certification that the condition set forth in Section 2.6(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. Borrower shall apply the disbursement for the purpose(s) requested.

Section 2.7 Repayment Schedule.

(a) Annual Payments. Commencing on _____, 201_, and on _____ of each year thereafter during the Term, Borrower shall make a loan payment in an amount equal to the Lenders' Share of Residual Receipts (each, an "Annual Payment"). The County shall apply all Annual Payments equally between the HOME Loan and the CDBG Loan portions of the Loan as follows: (1) first, to accrued interest, and (2) second, to principal. Once either the HOME Loan or the CDBG Loan portion of the Loan is fully repaid, the Annual Payment will be applied to the repayment of the remaining HOME Loan or CDBG Loan portion of the Loan.

(b) Payment in Full. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of (i) any Transfer other than as permitted pursuant to Section 4.14, (ii) an Event of Default, and (iii) the expiration of the Term.

(c) Prepayment. Borrower may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreement and the Deed of Trust will remain in effect for the entire Term, regardless of any prepayment or Transfer.

Section 2.8 Reports and Accounting of Residual Receipts.

In connection with the Annual Payment, Borrower shall furnish to the County:

(a) The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on July 1, 2016, and ends on June 30 of the next year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on June 30 of each year;

(b) A statement from the independent public accountant that audited the Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual Receipts is accurate based on Gross Revenue and Annual Operating Expenses; and

(c) Any additional documentation reasonably required by the County to substantiate Borrower's calculation of Lenders' Share of Residual Receipts.

The receipt by the County of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County of any Loan repayment for any period does

not bind the County as to the correctness of such statement or payment. The County may audit the Residual Receipts and all books, records, and accounts pertaining thereto pursuant to Section 4.6 below.

Section 2.9 Non-Recourse.

Except as provided below, neither Borrower, nor any partner of Borrower, has any direct or indirect personal liability for payment of the principal of, and interest on, the Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the CDBG Note and the HOME Note will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the CDBG Note and the HOME Note, or impairs the right of County to assert the unpaid principal amount of the CDBG Note and the HOME Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the CDBG Note and the HOME Note. Except as hereafter set forth; nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under Sections 3.8, 3.9, 4.7(b)(vi), 4.8, and 7.4 of this Agreement, or liability for (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3 CONSTRUCTION OF THE DEVELOPMENT

Section 3.1 Permits and Approvals.

Borrower shall obtain all permits and approvals necessary for the construction of the Repairs no later than December 30, 2015, or such later date that the County approves in writing.

Section 3.2 Bid Package.

Not later than thirty (30) days prior to Borrower's proposed date for advertising the Bid Package, Borrower shall submit to the County a copy of Borrower's general contractor's proposed Bid Package. The County's Deputy Director – Department of Conservation and Development, or his or her designee, shall approve or disapprove the Bid Package within fifteen (15) days after receipt of the Bid Package by the County. If the County rejects the proposed Bid Package, the reasons therefor must be given to Borrower. The Borrower will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve Borrower's new or corrected Bid Package. The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. Borrower may not publish a proposed Bid Package until it has been approved by the County.

Section 3.3 Construction Contract.

(a) Not later than fifteen (15) days prior to the proposed Commencement of Construction, Borrower shall submit to the County for its approval a draft of the proposed construction contract for the Repairs. All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Borrower enters for construction of the Repairs is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the construction, subject to early release of retention for specified subcontractors upon approval by the County. The construction contract will include all applicable HOME and CDBG requirements set forth in Section 4.7 below. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract, the County shall promptly review same and approve or disapprove it within ten (10) days. If the construction contract is not approved by the County, the County shall set forth in writing and notify Borrower of the County's reasons for withholding such approval. Borrower shall thereafter submit a revised construction contract for County approval, which approval is to be granted or denied in ten (10) days in accordance with the procedures set forth above. Any construction contract executed by Borrower for the Repairs is to be in the form approved by the County.

Section 3.4 Commencement of Construction.

Borrower shall cause the Commencement of Construction to occur no later than, December 30, 2015, or such later date that the County approves in writing. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of construction of the Repairs in the notice to proceed issued by Borrower to Borrower's general contractor.

Section 3.5 Completion of Construction.

Borrower shall diligently prosecute construction of the Repairs to completion, and shall cause the Repairs to be completed no later than March 30, 2016 or such later date that the County approves in writing, but in no event later than June 30, 2016.

Section 3.6 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall construct the Repairs in conformance with (i) the plans and specifications approved by the City's Building Inspection Department, and (ii) the Approved Budget. Borrower shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the County. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work for the Development may be performed: (i) any change in the work the cost of which exceeds

Twenty-Five Thousand Dollars ($25,000); or (ii) any set of changes in the work the cost of which cumulatively exceeds Fifty Thousand Dollars ($50,000) or ten percent (10%) of the New CDBG Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Development as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Repairs to be performed in compliance with:

(i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter;

(ii) the property standards set out in 24 C.F.R. Section 5.701 et seq. and 24 C.F.R. 92.251; and

(iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Borrower may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower is responsible to the County for the procurement and maintenance thereof.

Section 3.7 Prevailing Wages.

(a) Davis Bacon. The Borrower shall cause construction of the Repairs to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. 3141-3148). The Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the construction of the Repairs or any other work undertaken or in connection with the Property. The requirements in this Subsection shall survive repayment of the Loan and the reconveyance of the Deed of Trust.

(b) State Prevailing Wages. To the extent applicable, Borrower shall pay and shall cause the contractor and subcontractors to pay prevailing wages in the construction of the Repairs as those wages are determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices as required by California Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"). Borrower shall and shall cause the contractor and subcontractors to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR. Borrower shall and shall cause the contractor and subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required

pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq. Copies of the currently applicable current per diem prevailing wages are available from DIR. During the construction of the Development, Borrower shall or shall cause the contractor to post at the Property the applicable prevailing rates of per diem wages. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the construction of the Repairs or any other work undertaken or in connection with the Property. The requirements in this Subsection survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.8 Accessibility.

Borrower shall construct the Repairs in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations (collectively, the "Accessibility Requirements"). Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to construct the Repairs in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

Section 3.9 Intentionally Omitted.

Section 3.10 Equal Opportunity.

During the construction of the Repairs, discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

Section 3.11 Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Development. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the construction of the Repairs. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Borrower and available to the County upon request.

Section 3.12 Progress Reports.

Until such time as Borrower has received a certificate of occupancy from the City for the Development, Borrower shall provide the County with quarterly progress reports regarding the status of the Repairs, including a certification that the actual construction costs to date conform to the Approved Budget, as it may be amended from time to time pursuant to Section 3.17 below.

Section 3.13 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the construction of the Repairs takes place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Repairs, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Repairs is solely for the purpose of determining whether Borrower is properly discharging its obligations to the County, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the County as to the quality of the design or construction of the Repairs.

Section 3.14 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the County or any other lender or other third party in connection with the Repairs, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the County may require Borrower to immediately deposit with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Development for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Development and Property.

Section 3.15 Inspections.

Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the County and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement.

Section 3.16 Approved Budget; Revisions to Budget.

As of the date of this Agreement, the County has approved the Approved Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Budget to the County for approval within five (5) days of the date Borrower receives information indicating that actual costs of the Repairs vary or will vary from the costs shown on the Approved Budget. Written consent of the County will be required to amend the Approved Budget.

Section 3.17 Developer Fee.

The maximum cumulative Developer Fee that may be paid to any entity or entities providing development services to the Development, whether paid up-front or on a deferred basis, is not to exceed the amount approved by the County. For the purposes of this Agreement "Developer Fee" has the meaning set forth in California Code of Regulations, Title 4, Section 10302(l).

Section 3.18 Intentionally Omitted.

Section 3.19 NEPA Mitigation Requirements.

Borrower shall comply with the NEPA mitigation requirements set forth in the attached Exhibit C in the construction of the Development.

ARTICLE 4 LOAN REQUIREMENTS

Section 4.1 Intentionally Omitted.

Section 4.2 Financial Accountings and Post-Completion Audits.

(a) No later than ninety (90) days following completion of the Repairs, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds used in the construction of the Repairs.

(b) No later than one hundred twenty (120) days after completion of the Repairs, Borrower shall submit a complete financial report showing the sources and uses of all funds utilized for the Repairs. This requirement may be satisfied by providing an unaudited sources and uses report.

Section 4.3 Annual Operating Budget.

At the beginning of each year of the Term, Borrower shall provide to the County an annual budget for the operation of the Development. Unless rejected by the County in writing within fifteen (15) days after receipt of the budget, the budget will be deemed accepted. If rejected by the County in whole or in part, Borrower shall submit a new or corrected budget within thirty (30) calendar days of notification of the County's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets will continue to apply until such budget has been approved by the County.

Section 4.4 Information.

Borrower shall provide any information reasonably requested by the County in connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

Section 4.5 Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 7.9 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement are to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and are to be consistent with requirements of this Agreement. All such books, records, and accounts are to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Borrower may be required to furnish to any governmental agency are to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after the creation of such records in compliance with all HUD records and accounting requirements including. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. The records are to include all invoices, receipts, and other documents related to expenditures from the Loan funds. Borrower shall cause records to be accurate and current and in such a form as to allow the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508 and 24 C.F.R. 570.506. Such records are to include but are not limited to:

(i) Records providing a full description of the activities undertaken with the use of the Loan funds.

(ii) Records demonstrating the eligibility of activities under CDBG Regulations set forth in 24 CFR 570 et seq. and that use of the CDBG Funds meets at least one of the national objectives of the CDBG program set forth in 24 CFR 570.208;

(iii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements;

(iv) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(v) Financial records as required by 24 C.F.R. 570.502, 24 C.F.R. 92.505, and OMB Circular A-110 (24 C.F.R. Part 84);

(vi) Records demonstrating compliance with the CDBG and HOME tenant selection, affordability and income requirements;

(vii) Records demonstrating compliance with MBE/WBE requirements;

(viii) Records demonstrating compliance with 24 C.F.R. Part 135 which implements section 3 of the Housing Development Act of 1968;

(ix) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;

(x) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid;

(xi) Records demonstrating Borrower's continued compliance with the CHDO requirements.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Section 4.6 <u>County Audits</u>.

(a) Each year, Borrower shall provide the County with a copy of Borrower's annual audit, which is to include information on all of Borrower's activities and not just those pertaining to the Development. Borrower shall also follow audit requirements of the Single Audit Act and OMB Circulars A-122 and 110.

(b) In addition, the County may, at any time, audit all of Borrower's books, records, and accounts pertaining to the Development including but not limited to the Residual Receipts of the Development. Any such audit is to be conducted during normal business hours at the principal place of business of Borrower and wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Borrower.

(c) If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of (i) $2,500, and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the County's costs and expenses connected with the audit and review of Borrower's accounts and records.

Section 4.7 HOME and CDBG Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOME Funds as set forth in 24 C.F.R. Part 92 , and use of the CDBG Funds as set forth in 24 C.F.R. Part 570, including the requirements of the Regulatory Agreement and the CDBG Project Agreement. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern. During the HOME Reporting Term, these requirements are federal requirements, implemented by the County; thereafter, these requirements are deemed local County requirements.

(b) The laws and regulations governing the use of the Loan funds include (but are not limited to) the following:

(i) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.

(ii) Applicability of OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102, Revised, A-110, A-122, and A-133.

(iii) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24.

(iv) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608.

(v) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35.

(vi) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall prepare and submit a relocation plan to the County for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the County), and hold harmless the County against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development.

(vii) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto.

(viii) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time.

(ix) Uniform Administrative Requirements. The provisions of 24 C.F.R. 92.505 and 24 C.F.R. 570.502 regarding cost and auditing requirements.

(x) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. Borrower agrees to include the following language in all subcontracts executed under this Agreement:

> (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible,

be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts

shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(xi) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354 and 24 C.F.R. 570.60; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

(xii) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24.

(xiii) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87.

(xiv) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist.

(xv) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of

the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement.

(xvi) Religious Organizations. If the Borrower is a religious organization, as defined by the CDBG and/or HOME requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of HOME Funds and CDBG Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257 and 24 C.F.R. 570.200(j).

(xvii) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds.

Section 4.8 Hazardous Materials.

(a) Borrower shall keep and maintain the Property (including but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and may not cause or permit the Property to be in violation of any Hazardous Materials Law. Borrower may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the County in writing if at any time it receives written notice of any Hazardous Materials Claims, and Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The County has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to the County (or counsel of its own choice if a conflict exists with Borrower) in any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

(d) Borrower shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other

property); and (v) the breach of any representation of warranty by or covenant of Borrower in this Section 4.8, and Section 5.1(m). Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the County in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the County of Hazardous Materials.

(e) Without the County's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Borrower shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action, (iii) Borrower establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder, or (iv) the action has been agreed to by the County.

(f) Borrower hereby acknowledges and agrees that (i) this Section is intended as the County's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(g) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of

Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (i) waive its lien on such environmentally impaired or affected portion of the Property and (ii) exercise (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

Section 4.9 Maintenance and Damage.

(a) Borrower shall maintain the Development and the Property in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Borrower has not cured such condition within thirty (30) days after receiving a County notice of such a condition, then in addition to any other rights available to the County, the County may perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property, subject to the provisions provided in subsection (b) below.

(b) Subject to the requirements of senior lenders, and if economically feasible in the County's judgment after consultation with Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and is to be complete within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance proceeds collected for such damage or destruction are to be promptly delivered by Borrower to the County as a special repayment of the Loan, subject to the rights of the senior lenders, if any.

Section 4.10 Fees and Taxes.

Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency. However, Borrower is not required to pay and discharge any such charge so long as (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (ii) if requested by the County, Borrower deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

Section 4.11 Notice of Litigation.

Borrower shall promptly notify the County in writing of any litigation that has the potential to materially affect Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 4.12 Operation of Development as Affordable Housing.

(a) Borrower shall operate the Development as an affordable housing development consistent with (i) HUD's requirements for use of CBDG Funds and HOME Funds, (ii) the Regulatory Agreement, and (iii) any other regulatory requirements imposed on Borrower.

(b) Borrower shall evaluate the income eligibility of each Tenant household in County-Assisted Units pursuant to the County's approved Tenant certification procedures within sixty (60) days before the household's expected occupancy of one of the County-Assisted Units. Borrower shall certify each Tenant household's income on an annual basis.

(c) Borrower shall maintain all documents setting forth the household income of each household occupying a County-Assisted Unit, and the total amount for rent, utilities, and related services charged to each household occupying the Development, as prescribed by the Regulatory Agreement.

Section 4.13 Nondiscrimination.

(a) Borrower covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant will run with the land.

Section 4.14 Transfer.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any rights and/or duties under this Agreement, and/or (ii) any interest in the Development, including (but not limited to) a fee

simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with the Regulatory Agreement. The County Deputy Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) No Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) In the event the general partner of Borrower is removed by the limited partner of Borrower for cause, the County hereby approves the Transfer of the general partner interest to a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner, which entity is also a qualified CHDO entity, selected by the limited partner and approved by the County, which approval shall not be withheld unreasonably. If any Transfer results in the removal or withdrawal of Borrower's general partner, Borrower agrees to repay all principal and accrued interest on the HOME Funds portion of the Loan in full if the general partner is not replaced with a qualified CHDO entity in accordance with this Subsection.

Section 4.15 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Worker's Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars ($1,000,000) each accident.

(ii) Comprehensive General Liability insurance with limits not less than Two Million Dollars ($2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction of the Repairs, and upon completion of the Repairs, property insurance covering the Repairs, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) Borrower shall cause any general contractor, agent, or subcontractor working on the Repairs under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for comprehensive general liability insurance for subcontractors must be One Million Dollars ($1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsections (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Comprehensive General Liability, Comprehensive Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain (i) the agreement of the insurer to give the County at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

Section 4.16 Anti-Lobbying Certification.

Borrower certifies, to the best of Borrower's knowledge or belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to

Report Lobbying, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and no more than One Hundred Thousand Dollars ($100,000) for such failure.

Section 4.17 Intentionally Deleted.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 5.1 Representations and Warranties.

Borrower hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

(a) Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) CHDO Requirement. Borrower's managing general partner is wholly owned and controlled by a qualified CHDO in good standing as defined in 24 C.F.R. 92.2, and required in 24 C.F.R. 92.300 (a)(1).

(c) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(d) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(e) Valid Binding Agreements. The Loan Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(f) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the organizational documents of Borrower, or conflict with any agreement to which Borrower is a party, or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(g) Compliance with Laws; Consents and Approvals. The construction of the Repairs will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(h) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security to be given to the County pursuant hereto.

(i) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the County or approved in writing by the County.

(j) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(k) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the Repairs in accordance with the terms of this Agreement.

(l) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition

(financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

(m) Hazardous Materials. To the best of Borrower's knowledge, except as disclosed in writing by Borrower to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Property, (ii) neither the Property nor Borrower is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Borrower is subject to any existing, pending or threatened Hazardous Materials Claims.

ARTICLE 6 DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Each of the following constitutes an "Event of Default" by Borrower under this Agreement:

(a) Failure to Construct. Failure of Borrower to obtain permits, commence, and prosecute to completion, construction of the Repairs within the times set forth in Article 3 above;

(b) Failure to Make Payment. Failure to make any payment when such payment is due pursuant to the Loan Documents.

(c) Breach of Covenants. Failure by Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents or the CDBG Project Agreement (other than obligations described in subsections (a) and (b) above), and Borrower fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Borrower; provided, however, that if a different period or notice requirement is specified under any other section of this Article 6, the specific provisions shall control. If the Permitted Limited Partner cures an Event of Default within the cure period set forth in this subsection, the County will accept such action as curing the Event of Default as if such cure was performed by Borrower.

(d) Default Under Other Loans. A default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(e) Insolvency. A court having jurisdiction makes or enters any decree or order (i) adjudging Borrower to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is

unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the CDBG Note and the HOME Note.

(f) Assignment; Attachment. Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the CDBG Note and the HOME Note.

(g) Suspension; Termination. Borrower voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(h) Liens on Property and the Development. Any claim of lien (other than liens approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(i) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development.

(j) Unauthorized Transfer. Any Transfer other than as permitted pursuant to Section 4.14.

(k) Representation or Warranty Incorrect. Any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Loan Documents, proves to have been incorrect in any material respect when made.

(l) Applicability to General Partner. The occurrence of any of the events set forth in subsection (e), subsection (f), or subsection (g) in relation to Borrower's managing general partner, unless the removal and replacement of the Borrower's managing general partner in accordance with Section 4.14(e), within the time frame set forth in Section 6.1(c) cures such a default.

Section 6.2 Remedies.

Upon the occurrence of an Event of Default and until such Even of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice

and cure periods the County may proceed with any and all remedies available to it under law, this Agreement, and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Notes. The County may cause all indebtedness of Borrower to the County under this Agreement and the CDBG Note and the HOME Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Special Remedy for Breach of Use Requirement. Pursuant to 24 C.F.R. 570.503(b)(7)(ii), if after its acquisition of the Property, Borrower changes the planned use of the Property to a non-CDBG eligible use, or if after completion of construction of the Development, Borrower ceases to use the Development to primarily benefit low and moderate income persons, the County may require Borrower to pay to the County an amount equal to the then current market value of the Development (as determined by appraisal), less any portion of that value attributable to non-County CDBG Loan used for the development of the Development (based on a pro-rata allocation of funds used by Borrower in its development of the Development). Funds recovered from Borrower pursuant to this subsection will be credited against amounts outstanding under the CDBG Note and the HOME Note.

(d) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. Upon demand therefore, Borrower shall reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

Section 6.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each

and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The County Deputy Director – Department of Conservation and Development is authorized to execute on behalf of the County amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

Section 7.4 Indemnification.

Borrower shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made

against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property and the development, construction, marketing and operation of the Development, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. The provisions of this Section will survive the expiration of the Term and the reconveyance of the Deed of Trust.

Section 7.5 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Borrower in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 7.6 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 7.7 Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the construction of the Development.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b) The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the County, or any person related within the third (3rd) degree of such person.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

(d) Borrower shall comply with the conflict of interest provisions set forth in 24 C.F.R. 92.356 and 24 C.F.R. 570.611.

Section 7.9 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Affordable Housing Program Manager

Borrower: Church Lane-Rubicon Partners
c/o Resources for Community Development
2220 Oxford Street
Berkeley, CA 94704

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.15 County Approval.

The County has authorized the County Deputy Director- Department of Conservation and Development to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents.

Section 7.16 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties

The Loan Documents and the CDBG Project Agreement constitute the entire agreement of the Parties with respect to the Loan. If there is a conflict between the CDBG Project Agreement and the Loan Documents, the terms of the Loan Documents will prevail. The Loan Documents supersede the HOME Project Agreement in its entirety.

Section 7.19 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Remainder of Page Left Intentionally Blank

The parties are signing this Agreement as of the date first above written.

COUNTY:

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

By: _____

Its: _____

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

Church Lane - Rubicon Partners, a California limited partnership

By: RCD GP LLC, its general partner

By: Resources for Community Development, a California nonprofit public benefit corporation, its sole member/manager

By:_____

Name:_____

Its:_____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

EXHIBIT B

APPROVED BUDGET

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EXHIBIT A Legal Description of the Property
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AMENDED AND RESTATED
CDBG AND HOME LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

and

CHURCH LANE-RUBICON PARTNERS

Church Lane Apartments

_____ 1, 2015

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 8, 2015

Subject: Operations Update of the Employment and Human Services Department, Community Services Bureau

RECOMMENDATION(S):
ACCEPT the October 2015 update of the operations of the Employment and Human Services Department, Community Services Bureau as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:
Not applicable.

BACKGROUND:
The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communications and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

CONSEQUENCE OF NEGATIVE ACTION:
Not applicable.

CHILDREN'S IMPACT STATEMENT:
Not applicable.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: Elaine Burres, (925) 313-1717

cc:

ATTACHMENTS

CSB Oct 2015 CAO Report
CSB Oct 2015 HS Fiscal Report
CSB Oct 2015 EHS Fiscal Report
CSB Oct 2015 CC Partnership Grant
CSB Oct 2015 Credit Card Report
CSB Oct 2015 CACFP Report
CSB Oct 2015 LIHEAP
CSB Oct 2015 Menu

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU

Camilla Rand, M.S.
Director

TOP WORK PLACES 2010

To: David Twa, Contra Costa County Administrator
From: Kathy Gallagher, EHSD Director
Subject: Community Services Monthly Report
Date: October 2015

I. Good News Update/Accomplishments:

- On September 16, 2015, twelve (12) CSB staff members were trained to become CSB's First Responders for CSB's Administration Office in the event of an emergency. In addition to life-saving techniques, the team learned how to mobilize and take action in an event of an emergency. CSB's goal is to have all CSB Civic Ct. staff CPR/AED certified by the end of the year, and so far 58 out of 72 staff stationed at Civic Ct. have been certified.
- The Economic Opportunity Council has appointed two new members, pending Board of Supervisor's Approval: Kaila Vidal was approved for the Private/Non-Profit Sector and Devlyn Sewell was approved for the Low-Income Alternate.
- Community Services Bureau and Martinez Unified School District have collaborated to provide English as a Second Language classes to Head Start families. The classes began on October 27, 2015 and will continue through January 18, 2016. Participating families meet weekly at our George Miller Center in Concord and will attend a total of ten classes. Instruction includes conversation skills, grammar, reading, writing, pronunciation and vocabulary.
- Staff from the Department of Public Health Riverside County are scheduled to visit EHSD/CSB on November 9, 2015 to obtain knowledge about CSB's LIHEAP and Community Action Programs.
- CSB centers scheduled Back-to-School Nights to provide parents with an opportunity to learn and understand the excellent quality care that our teachers provide for their children every day in the classrooms. Teachers presented parents with the 2015-16 curriculum, daily classroom schedules, and lesson plans. Preschool age children were able to take their parents on classroom tours showing their parents their artwork as well as the different interest areas where they play and learn every day. The teachers also displayed documentation and pictures of classroom activities in order for parents to view and understand a typical work day for the children.
- The early closure training in October focused on Classroom Individualization. The teachers reviewed the different documents to track each child's developmental level based on the current assessment tool. The teachers reviewed the process of using the individual tracking sheet in planning their lesson plans and in developing educational plans for each child.
- The annual Partners meeting is an all-day informational and networking event for Federal and State Partners that took place on 10/26/15. This event allows our community partners to connect with each other and CSB's program content

1470 Civic Court, Suite 200
Concord, CA 94520
Tel 925 681 6300
Fax 925 313 8301
www.cccounty.us/ehsd

area experts. We discussed and reviewed annual administrative and program updates; including program requirements, state and federal regulations, and best practices. This year we also covered federal review updates and discussed preparing for this event. We were very pleased with the content shared with our partners and presented by our content are experts, and with the number of partners that attended the event.

- The Annual CACFP training was conducted at the end of September and in early October. This year, CSB's Education Managers assisted Sophia Talbot, CSB's Registered Dietician. In addition to reviewing the information, participants played MANGO (Ms. Talbot's version of BINGO) and practiced some yoga moves that teachers can take back to the classrooms to do with their children.
- On October 15, CSB participated in The Great California Shake Out drill. Every year the California Governor's Office of Emergency Services conducts the "Great California Shake Out" to remind Californians that they can increase their chances of surviving an earthquake if they "Drop, Cover and Hold On". At 10:15 a.m. CSB's Administrative Office and Child Care Center locations dropped, covered and held on while the earthquake drill sounded through the PA system. Children and staff held their position until the drill was over. This was a great opportunity for staff and children to practice on how to be safer during a big earthquake. CSB continues to review and update emergency preparedness plans and supplies, and conduct structural inspections at our center locations in order to prevent damage and injuries.

II. Status Updates:

a. Caseloads, workload (all programs)

- Head Start enrollment: 100.00%
- Early Head Start enrollment: 100.00%
- Head Start Average Daily Attendance for September: 88.1 %
- Early Head Start Average Daily Attendance for September: 87.6%
- Stage 2: 345 families and 544 children
- CAPP: 100 families and 146 children
- In total: 445 families and 690 children
- Incoming transfers from Stage 1: 24 families and 27 children
- LIHEAP: 282 households have been assisted
- Weatherization: 30 units

b. Staffing:

- CSB continues to conduct on-going recruitment to fill various teaching and key management positions. The Bureau hired a Site Supervisor II and is in the process of scheduling interviews to fill vacancies within the Comprehensive Services Manager and Comprehensive Services Assistant Manager classifications.

c. Legal/lawsuits

- N/A

d. Union Issues:

- No issues with the union(s) were raised during the month of October. CSB is preparing for a Meet and Greet with Genevieve Vigil, new Business Agent for PEU Local 1, representing CSB Line staff.

III. Hot Topics/Concerns/Issues:

- CSB completed the year-end, 4-week Child Development Program audit. The compliance measures tested included fiscal balance, expenditure, account reporting, center-based program eligibility, alternate payment program, and support grants. There were no areas of concern.

IV. Emerging Issues/New Challenges:

- CSB continues to prepare for its Aligned Monitoring System (AMS) review events in the areas of Leadership, Governance, Management Systems (LGMS) and Comprehensive Services, and School Readiness (CSSR). We are awaiting the 45-Day of review notification.
- This year CSB will have its triennial CACFP review. It has been scheduled for the week of March 21st, 2016. In preparation for this, nutrition staff attended a CACFP pre-review workshop on October 21st. Expectations for the review were discussed, and attendees were able to ask questions and receive first-hand clarification. The reviewer will be making unannounced meal-time visits to two of our centers between November and March as part of the overall review.
- The 2016 Request for Information #592 for CSBG Subcontractor Funding is effective November 9 through November 20. Grants up to $99,999 will be awarded to subcontractor's that demonstrate they have positive outcomes for the low income community in the area of jobs, housing, and food.

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 HEAD START PROGRAM
September 2015 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	$ 2,894,449	$ 3,841,014	$ 946,565	75%
b. FRINGE BENEFITS	1,872,601	2,658,808	786,207	70%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	123,358	285,300	161,942	43%
f. CONTRACTUAL	3,945,625	6,947,136	3,001,511	57%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	1,294,947	1,162,382	(132,565)	111%
I. TOTAL DIRECT CHARGES	$ 10,130,980	$ 14,894,640	$ 4,763,660	68%
j. INDIRECT COSTS	583,142	795,090	211,948	73%
k. TOTAL-ALL BUDGET CATEGORIES	**$ 10,714,122**	**$ 15,689,730**	**$ 4,975,608**	**68%**
In-Kind (Non-Federal Share)	*$ 1,568,973*	*$ 3,922,433*	*$ 2,353,460*	*40%*

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 HEAD START PROGRAM
September 2015 Expenditures

1	2 Jan-15 thru Mar-15	3 Apr-15 thru Jun-15	4 Jul-15 thru Sep-15	5 Total YTD Actual	6 Total Budget	7 Remaining Budget	8 % YTD
a. PERSONNEL (Object class 6a)	**1,080,575**	**1,040,657**	**773,217**	**2,894,449**	**3,841,014**	**946,565**	**75%**
b. FRINGE (Object Class 6b)	**667,648**	**699,324**	**505,629**	**1,872,601**	**2,658,808**	**786,207**	**70%**
c. TRAVEL (Object Class 6c)	**-**	**-**	**-**	**-**	**-**	**-**	**0%**
e. SUPPLIES (Object Class 6e)							
1. Office Supplies	14,099	21,458	15,001	50,557	65,900	15,343	**77%**
2. Child and Family Services Supplies (Includesclassroom Supplies)	16,262	(1,910)	3,644	17,996	28,900	10,904	**62%**
4. Other Supplies	-	-	-	-	-	-	
Computer Supplies, Software Upgrades, Computer Replacement	2,594	31,134	-	33,728	161,000	127,272	**21%**
Health/Safety Supplies	1,028	1,013	934	2,975	4,000	1,025	**74%**
Mental helath/Diasabilities Supplies	265	1,281	-	1,546	2,700	1,154	**57%**
Miscellaneous Supplies	7,228	4,464	3,251	14,943	20,900	5,957	**71%**
Household Supplies	366	817	429	1,612	1,900	288	**85%**
TOTAL SUPPLIES (6e)	**41,843**	**58,255**	**23,260**	**123,358**	**285,300**	**161,942**	**43%**
f. CONTRACTUAL (Object Class 6f)							
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	16,379	9,284	-	25,663	55,068	29,405	**47%**
2. Health/Disabilities Services	-	-	-	-	-	-	
Estimated Medical Revenue from Medi-Cal (Org 1432 - credit)	-	(214,143)	-	(214,143)	(251,500)	(37,357)	**85%**
Health Consultant	11,021	10,590	12,595	34,206	44,800	10,594	**76%**
3. Food Services	-	-	-	-	-	-	
5. Training & Technical Assistance - PA11	3,000	(1,791)	6,743	7,951	10,000	2,049	
Diane Godard ($50,000/2)	4,675	6,000	4,025	14,700	18,000	3,300	**82%**
Josephine Lee ($35,000/2)	3,550	6,068	715	10,333	13,000	2,668	**79%**
Susan Cooke ($60,000/2)	-	2,467	-	2,467	3,000	533	**82%**
7. Delegate Agency Costs	-	-	-	-	-	-	
First Baptist Church Head Start PA22	345,850	506,726	279,116	1,131,692	2,044,356	912,664	**55%**
First Baptist Church Head Start PA20	-	-	-	-	8,000	8,000	**0%**
8. Other Contracts		-	-	-			
Antioch Partnership	21,375	48,726	-	70,101	129,600	59,499	**54%**
FB-Fairgrounds Partnership (Wrap)	11,498	11,804	13,758	37,060	74,212	37,152	**50%**
FB-Fairgrounds Partnership	30,600	61,200	30,150	121,950	170,100	48,150	**72%**
FB-E. Leland/Mercy Housing Partnership	9,000	18,000	14,600	41,600	54,000	12,400	**77%**
Martinez ECC (18 HS slots x $225/mo x 12/mo)	36,120	18,000	17,100	71,220	108,000	36,780	**66%**
YMCA of the East Bay (20 HS slots x $225/mo x 12/mo)	9,000	18,000	-	27,000	54,000	27,000	**50%**
Child Outcome Planning and Administration (COPA/Nulinx)	12,196	(134)	9,006	21,068	42,500	21,432	**50%**
Enhancement/wrap-around HS slots with State CD Program	393,657	1,171,446	977,654	2,542,757	4,370,000	1,827,243	**58%**
f. CONTRACTUAL (Object Class 6f)	**907,922**	**1,672,241**	**1,365,462**	**3,945,625**	**6,947,136**	**3,001,511**	**57%**
h. OTHER (Object Class 6h)							
2. Bldg Occupancy Costs/Rents & Leases	103,571	115,009	58,427	277,007	337,000	59,993	**82%**
(Rents & Leases/Other Income)	(8,265)	(7,166)	-	(15,431)	(25,000)	(9,569)	**0%**
4. Utilities, Telephone	34,988	85,056	43,264	163,308	146,775	(16,533)	**111%**
5. Building and Child Liability Insurance	3,293	-	-	3,293	3,300	7	**100%**
6. Bldg. Maintenance/Repair and Other Occupancy	3,527	130,586	6,186	140,298	16,200	(124,098)	**866%**
8. Local Travel (55.5 cents per mile effective 1/1/2012)	7,678	13,469	5,376	26,523	38,000	11,477	**70%**
9. Nutrition Services	-	-	-	-	-	-	
Child Nutrition Costs	104,808	162,913	9,874	277,595	370,500	92,905	**75%**
(CCFP & USDA Reimbursements)	(66,643)	(105,017)	(2,545)	(174,205)	(265,000)	(90,795)	**66%**
13. Parent Services	-	-	-	-	-	-	
Parent Conference Registration - PA11	-	-	-	-	-	-	**0%**
PC Orientation, Trainings, Materials & Translation - PA11	2,487	4,220	2,610	9,316	15,500	6,184	**60%**
Policy Council Activities	2,312	441	418	3,172	5,000	1,828	**63%**
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	100	-	7	107	2,000	1,893	**5%**
Child Care/Mileage Reimbursement	1,022	3,298	2,574	6,894	8,500	1,606	**81%**
14. Accounting & Legal Services	-	-	-	-	-	-	**0%**
Auditor Controllers	-	1,898	-	1,898	2,600	702	**73%**
Data Processing/Other Services & Supplies	6,979	8,755	3,601	19,335	19,000	(335)	**102%**
15. Publications/Advertising/Printing	-	-	-	-	-	-	
Outreach/Printing	-	-	-	-	100	100	**0%**
16. Training or Staff Development	-	-	-	-	-	-	
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC, etc.)	8,304	6,521	6,711	21,536	28,400	6,864	**76%**
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	3,852	10,821	7,114	21,787	21,798	11	**100%**
17. Other	-	-	-	-	-	-	
Site Security Guards	-	26,636	557	27,193	38,400	11,207	**71%**
Dental/Medical Services	189	222	74	485	500	15	**97%**
Vehicle Operating/Maintenance & Repair	40,962	19,842	8,181	68,986	66,800	(2,186)	**103%**
Equipment Maintenance Repair & Rental	49,561	24,948	31,033	105,542	105,000	(542)	**101%**
Dept. of Health and Human Services-data Base (CORD)	2,518	2,518	-	5,036	10,100	5,064	**50%**
Field Trips	-	-	-	-	-	-	**0%**
Other Operating Expenses (Facs Admin/Other admin)	39,405	59,372	22,144	120,921	122,200	1,279	**99%**
CSD Admin Costs/Facs Mgt Allocation	76,518	107,833	-	184,351	94,709	(89,642)	**0%**
h. OTHER (6h)	**417,165**	**672,175**	**205,607**	**1,294,947**	**1,162,382**	**(132,565)**	**111%**
I. TOTAL DIRECT CHARGES (6a-6h)	**3,115,152**	**4,142,654**	**2,873,174**	**10,130,980**	**14,894,640**	**4,763,660**	**68%**
j. INDIRECT COSTS	**192,784**	**280,848**	**109,510**	**583,142**	**795,090**	**211,948**	**73%**
k. TOTALS (ALL BUDGET CATEGORIES)	**3,307,936**	**4,423,502**	**2,982,684**	**10,714,122**	**15,689,730**	**4,975,608**	**68%**
Non-Federal match (In-Kind)	***-***	***-***	***1,568,973***	***1,568,973***	***3,922,433***	***2,353,460***	***40%***

Summer will soon be over
The days are getting shorter
The evenings becoming cooler

Leaves on the trees are turning brown, orange yeloow
Brown, orange,

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START PROGRAM
September 2015 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	$ 367,678	$ 491,300	$ 123,622	75%
b. FRINGE BENEFITS	242,178	346,617	104,439	70%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	6,581	34,000	27,419	19%
f. CONTRACTUAL	1,851,887	2,413,601	561,714	77%
g. CONSTRUCTION			-	0%
h. OTHER	211,718	56,617	(155,101)	374%
I. TOTAL DIRECT CHARGES	$ 2,680,044	$ 3,342,135	$ 662,091	80%
j. INDIRECT COSTS	95,482	101,699	6,217	94%
k. TOTAL-ALL BUDGET CATEGORIES	**$ 2,775,525**	**$ 3,443,834**	**$ 668,309**	**81%**
In-Kind (Non-Federal Share)	*$ 344,383*	*$ 860,958*	*$ 516,575*	*40%*

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START PROGRAM
September 2015 Expenditures

1	2	3	4	5	6	7	8
	Jan-15 thru Mar-15	Apr-15 thru Jun-15	Jul-15 thru Sep-15	Total YTD Actual	Total Budget	Remaining Budget	% YTD
Expenditures							
a. Salaries & Wages (Object Class 6a)							
Permanent 1011	112,866	115,752	110,090	338,709	463,755	125,046	73%
Temporary 1013	8,914	8,098	11,957	28,970	27,545	(1,425)	105%
a. PERSONNEL (Object class 6a)	**121,780**	**123,850**	**122,048**	**367,678**	**491,300**	**123,622**	**75%**
b. FRINGE BENEFITS (Object Class 6b)			-				
Fringe Benefits	85,442	83,169	73,567	242,178	346,617	104,439	70%
b. FRINGE (Object Class 6b)	**85,442**	**83,169**	**73,567**	**242,178**	**346,617**	**104,439**	**70%**
c. TRAVEL (Object Class 6c)	**-**	-	-	**-**	**-**	**-**	0%
e. SUPPLIES (Object Class 6e)							
1. Office Supplies	443	1,884	1,163	3,490	5,400	1,910	65%
2. Child and Family Serv. Supplies/classroom Supplies	1,076	(1,275)	48	(150)	3,900	4,050	-4%
4. Other Supplies				-			
Computer Supplies, Software Upgrades, Comp Replacemnt	(870)	3,317	-	2,447	23,000	20,553	11%
Health/Safety Supplies	-	-	-	-	-	-	0%
Mental helath/Diasabilities Supplies	-	83	-	83	300	217	0%
Miscellaneous Supplies	34	313	218	565	1,200	635	47%
Emergency Supplies	-	-	-	-	-	-	0%
Household Supplies	34	51	61	147	200	53	73%
e. SUPPLIES (Object Class 6e)	**718**	**4,373**	**1,491**	**6,581**	**34,000**	**27,419**	**19%**
f. CONTRACTUAL (Object Class 6f)							
1. Adm Svcs (Legal, Accounting, Temporary Contracts)	1,771	2,321	-	4,092	4,500	408	91%
Health Consultant	4,723	4,539	4,133	13,395	19,201	5,806	70%
5. Training & Technical Assistance - PA11	-	-	-	-	-	-	0%
Interaction	-	1,209	6,743	7,951	8,000	49	100%
Josephine Lee ($35,000/2)	3,555	4,650	715	8,920	9,500	580	200%
Susan Cooke ($60,000/2)	-	28,527	-	28,527	30,000	1,473	300%
7. Delegate Agency Costs	-	-	-	-	-	-	
8. Other Contracts	-	-	-	-			
FB-Fairgrounds Partnership	9,800	19,600	9,800	39,200	58,800	19,600	67%
FB-E. Leland/Mercy Housing Partnership	11,200	22,400	5,600	39,200	67,200	28,000	58%
Brighter Beginnings	20,400	102,000	20,400	142,800	244,800	102,000	58%
Cameron School	8,000	45,534	8,000	61,534	96,000	34,466	64%
Crossroads	-	28,700	-	28,700	58,800	30,100	49%
Martinez ECC	21,000	14,000	7,000	42,000	77,000	35,000	55%
Apiranet	33,600	16,800	11,200	61,600	100,800	39,200	61%
Child Outcome Planning & Admini. (COPA/Nulinx)	860	1,187	610	2,657	1,500	(1,157)	177%
Enhancement/wrap-around HS slots with State CD Prog.	165,988	639,053	566,271	1,371,311	1,637,500	266,189	84%
f. CONTRACTUAL (Object Class 6f)	**280,897**	**930,520**	**640,471**	**1,851,887**	**2,413,601**	**561,714**	**77%**
h. OTHER (Object Class 6h)							
2. Bldg Occupancy Costs/Rents & Leases	395	89	147,559	148,043	1,200	(146,843)	12337%
4. Utilities, Telephone	507	663	377	1,547	2,000	453	77%
5. Building and Child Liability Insurance	-	-	-	-	-	-	
6. Bldg. Maintenance/Repair and Other Occupancy	11,557	16,024	76	27,656	12,774	(14,882)	217%
8. Local Travel (55.5 cents per mile)	1,880	1,765	1,043	4,689	4,000	(689)	117%
9. Nutrition Services	-	-	-	-			
Child Nutrition Costs	-	-	-	-	-	-	
(CCFP & USDA Reimbursements)	-	-	-	-	-	-	0%
13. Parent Services	-	-	-	-			
Parent Conference Registration - PA11	-	-	-	-	-	-	0%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	-	-	-	-	0%
PC Orientation, Trainings, Materials & Translation - PA11	5,682	738	777	7,196	5,000	(2,196)	144%
Policy Council Activities	222	-	253	476	900	424	53%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	-	-	-	-	0%
Child Care/Mileage Reimbursement	660	337	188	1,185	1,600	415	74%
14. Accounting & Legal Services	-	-	-	-			
Auditor Controllers	-	-	-	-	-	-	0%
Data Processing/Other Services & Supplies	508	889	572	1,969	1,700	(269)	116%
15. Publications/Advertising/Printing	-	-	-	-			
Outreach/Printing	-	-	-	-	-	-	0%
16. Training or Staff Development	-	-	-	-			
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE	-	1,168	1,835	3,003	3,300	297	91%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	14	2,030	245	2,289	7,943	5,654	29%
17. Other	-	-	-	-			
Site Security Guards	-	487	-	487	1,000	513	0%
Vehicle Operating/Maintenance & Repair	3,453	3,156	918	7,527	9,300	1,773	81%
Equipment Maintenance Repair & Rental	165	540	320	1,025	1,400	375	73%
Dept. of Health and Human Services-data Base (CORD)	-	-	-	-	-	-	0%
Other Operating Expenses (Facs Admin/Other admin)	1,933	1,964	730	4,627	4,500	(127)	0%
County Indirect Cost (A-87)	-	-	-	-	-	-	
h. OTHER (6h)	**26,976**	**29,848**	**154,893**	**211,718**	**56,617**	**(155,101)**	**374%**
I. TOTAL DIRECT CHARGES (6a-6h)	**515,813**	**1,171,761**	**992,470**	**2,680,044**	**3,342,135**	**662,091**	**80%**
j. INDIRECT COSTS	**26,423**	**46,726**	**22,332**	**95,482**	**101,699**	**6,217**	**94%**
k. TOTALS - ALL BUDGET CATEGORIES	**542,236**	**1,218,487**	**1,014,802**	**2,775,525**	**3,443,834**	**668,309**	**81%**
Non-Federal Match (In-Kind)	**-**	**-**	**344,383**	***344,383***	***860,958***	***516,575***	***40%***

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START - CC PARTNERSHIP
September 2015 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	$ 160,615	$ 263,261	$ 102,646	61%
b. FRINGE BENEFITS	94,648	207,713	113,065	46%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT			-	0%
e. SUPPLIES	348	14,400	14,052	2%
f. CONTRACTUAL	29,217	436,800	407,583	7%
g. CONSTRUCTION			-	0%
h. OTHER	90,714	207,007	116,293	44%
I. TOTAL DIRECT CHARGES	$ 375,542	$ 1,129,181	$ 753,639	33%
j. INDIRECT COSTS	23,000	54,495	31,495	42%
k. TOTAL-ALL BUDGET CATEGORIES	**$ 398,542**	**$ 1,183,676**	**$ 785,134**	**34%**
In-Kind (Non-Federal Share)	*$ -*	*$ 295,919*	*$ 295,919*	*0%*

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START - CC PARTNERSHIP
September 2015 Expenditures

1	2	3	4	5	6	7	8
	Jan-15 thru Mar-15	**Apr-15 thru Jun-15**	**Jul-15 thru Sep-15**	**Total YTD Actual**	**Total Budget**	**Remaining Budget**	**% YTD**
Expenditures							
a. Salaries & Wages (Object Class 6a)							
Permanent 1011	4,789	51,874	97,532	154,196	243,261	89,065	**63%**
Temporary 1013	-	-	6,419	6,419	20,000	13,581	
a. PERSONNEL (Object class 6a)	**4,789**	**51,874**	**103,951**	**160,615**	**263,261**	**102,646**	**61%**
b. FRINGE BENEFITS (Object Class 6b)			-				
Fringe Benefits	3,402	31,034	60,212	94,648	207,713	113,065	**46%**
b. FRINGE (Object Class 6b)	**3,402**	**31,034**	**60,212**	**94,648**	**207,713**	**113,065**	**46%**
c. TRAVEL (Object Class 6c)	**-**	-	-	**-**	**-**	**-**	**0%**
e. SUPPLIES (Object Class 6e)							
1. Office Supplies	-	26	-	26	1,200	1,174	**2%**
2. Child and Family Serv. Supplies/classroom Supplies	-	-	-	-	2,400	2,400	**0%**
4. Other Supplies	-	-	-	-			
Computer Supplies, Software Upgrades, Comp Replacemnt	-	-	-	-	9,600	9,600	**0%**
Health/Safety Supplies	-	-	-	-	-	-	**0%**
Mental helath/Diasabilities Supplies	-	-	-	-	-	-	**0%**
Miscellaneous Supplies	-	-	323	323	1,200	877	**27%**
e. SUPPLIES (Object Class 6e)	**-**	**26**	**323**	**348**	**14,400**	**14,052**	**2%**
f. CONTRACTUAL (Object Class 6f)							
1. Adm Svcs (Legal, Accounting, Temporary Contracts)	-	-	-	-	12,000	12,000	**0%**
Health Consultant	-	-	-	-	4,800	4,800	**0%**
8. Other Contracts	-	-	-	-			**0%**
FB-Fairgrounds Partnership	-	-	29,217	29,217	312,000	282,783	**9%**
FB-E. Leland/Mercy Housing Partnership	-	-	-	-	108,000	108,000	**0%**
f. CONTRACTUAL (Object Class 6f)	**-**	**-**	**29,217**	**29,217**	**436,800**	**407,583**	**7%**
h. OTHER (Object Class 6h)							
2. Bldg Occupancy Costs/Rents & Leases	-	-	-	-	-	-	**0%**
4. Utilities, Telephone	-	88	-	88	8,400	8,312	**1%**
5. Building and Child Liability Insurance	-	222	-	222	-	(222)	**0%**
6. Bldg. Maintenance/Repair and Other Occupancy	-	-	-	-	-	-	**0%**
8. Local Travel (55.5 cents per mile)	-	301	292	593	9,000	8,407	**7%**
14. Accounting & Legal Services	-	-	-	-			
Audit	-	-	-	-	1,200	1,200	**0%**
Legal (County Counsel)	-	-	-	-	1,000	1,000	**0%**
Auditor Controllers	-	-	-	-	1,200	1,200	**0%**
Data Processing/Other Services & Supplies	-	-	-	-	1,000	1,000	**0%**
16. Training or Staff Development	-	-	-	-			
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE	-	-	-	-	-	-	**0%**
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	-	-	75	75	25,907	25,832	**0%**
17. Other	-	-	-	-			
Start-Up Expenses-Child Care Council(org.# 2479)	-	78,888	-	78,888	116,000	37,112	**68%**
Start-Up Expenses-First Baptist (org.# 2479)	-	-	-	-	5,500	5,500	**0%**
Vehicle Operating/Maintenance & Repair	-	-	-	-	3,600	3,600	**0%**
Equipment Maintenance Repair & Rental	-	-	-	-	3,000	3,000	**0%**
Dept. of Health and Human Services-data Base (CORD)	-	-	-	-	-	-	**0%**
Other Operating Expenses (Facs Admin/Other admin)	-	300	10,548	10,849	31,200	20,351	**35%**
County Indirect Cost (A-87)	-	-	-	-	-	-	**0%**
h. OTHER (6h)	**-**	**79,799**	**10,916**	**90,714**	**207,007**	**116,293**	**44%**
I. TOTAL DIRECT CHARGES (6a-6h)	**8,191**	**162,732**	**204,619**	**375,542**	**1,129,181**	**753,639**	**33%**
j. INDIRECT COSTS	**-**	**9,279**	**13,721**	**23,000**	**54,495**	**31,495**	**42%**
k. TOTALS - ALL BUDGET CATEGORIES	**8,191**	**172,011**	**218,340**	**398,542**	**1,183,676**	**785,134**	**34%**
Non-Federal Match (In-Kind)	***-***	***-***	***-***	***-***	***295,919***	***295,919***	***0%***

COMMUNITY SERVICES BUREAU
SUMMARY CREDIT CARD EXPENDITURE

	Agency:	**Community Services Bureau**			Authorized Users
					C. Rand, Bureau Dir
	Month:	**September 2015**			K. Mason, Div Mgr
					K. Mason, Div Mgr
	Credit Card	**Visa/U.S. Bank**			C. Reich, Div Mgr
					C. Johnson, AD
					J. Rowley, AD
					J. Rowley, AD
					P. Arrington, AD
					R. Radeva, PSA III
					S. Kim, Interim Div Mgr
Fund Org	Acct. code	Stat. Date	Card Account #	Amount	Program
1432	2102	09/22/15	xxxx8798	263.83	HS Basic Grant
1462	2102	09/22/15	xxxx8798	263.83	EHS Basis Grant
1527	2102	09/22/15	xxxx0746	126.69	Bayo Vista Site Costs
				654.35	
1432	2477	09/22/15	xxxx2391	2,174.03	HS Basic Grant
1432	2477	09/22/15	xxxx2391	(50.74)	HS Basic Grant
				2,123.29	
1417	2490	09/22/15	xxxx1907	91.60	Child Care Svs Program
1432	2490	09/22/15	xxxx8798	139.38	HS Basic Grant
1462	2490	09/22/15	xxxx8798	139.39	EHS Basis Grant
1432	2490	09/22/15	xxxx2391	385.78	HS Basic Grant
				756.15	
1434	2467	09/22/15	xxxx0746	150.00	Head Start T & TA
1432	2467	09/22/15	xxxx0746	150.00	HS Basic Grant
1432	2467	09/22/15	xxxx2391	100.00	HS Basic Grant
				400.00	
			Total	3,933.79	

xxxx8798
xxxx7843
xxxx3244
xxxx4959
xxxx0746
xxxx8855
xxxx2391
xxxx3838
xxxx1899
xxxx1907
Purpose/Description
Books, Periodicals
Books, Periodicals
Books, Periodicals
Educational Supplies
Educational Supplies
Misc Services/Supplies
Misc Services/Supplies
Misc Services/Supplies
Misc Services/Supplies
Training & Registration
Training & Registration
Training & Registration

EMPLOYMENT & HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU
CHILD NUTRITION FOOD SERVICES
CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED
FY 2015-2016

Month covered	2015 September
Approved sites operated this month	15
Number of days meals served this month	21
Average daily participation	750
Child Care Center Meals Served:	
Breakfast	12,759
Lunch	15,751
Supplements	12,488
Total Number of Meals Served	40,998

fldr/fn:2015 CAO Monthly Reports

CAO Monthly Report
CSBG and Weatherization Programs
Year-to-Date Expenditures
As of September 30, 2015

1. 2015 LIHEAP WX
Contract # 15B-3005
Term: Jan. 1, 2015 - Jan. 31, 2016
Amount: WX $ 1,076,832

Total Contract	$	1,076,832
Expenditures		(644,570)
Balance	$	432,262
Expended		60%

2. 2015 LIHEAP ECIP/EHA 16
Contract # 15B-3005
Term: Jan. 1, 2015 - Jan. 31, 2016
Amount: EHA 16 $ 999,353

Total Contract	$	999,353
Expenditures		(692,497)
Balance	$	306,856
Expended		69%

3. 2015 LIWP (LOW INCOME WX)
Contract # 15K-6003
Term: Jan 1, 2015 - Jan 31, 2017
Amount: $ 537,538

Total Contract	$	537,538
Expenditures		(66,884)
Balance	$	470,654
Expended		12%

4. 2015 COMMUNITY SERVICES BLOCK GRANT (CSBG)
Contract # 15F-2007
Term: Jan. 1, 2015 - December 31, 2015
Amount: $ 797,709

Total Contract	$	797,709
Expenditures		(520,617)
Balance	$	277,092
Expended		65%

fldr/fn:CAO Monthly Reports/WX YTD Exp-CAO Mo Rprt 9-2015

OCTOBER 2015 – COMMUNITY SERVICES BUREAU PRESCHOOL MENU

ALL BREAKFAST & LUNCH SERVED WITH 1% LOW-FAT MILK

*Indicates vegetable included in main dish

WATER IS OFFERED THROUGHOUT THE DAY

1

BREAKFAST
FRESH STRAWBERRIES
CREAM OF WHEAT

LUNCH
TOMATO & MACARONI BAKE WITH WHOLE GRAIN PASTA
(ground beef & turkey, tomatoes, corn)
FRESH ORANGE WEDGES

PM SNACK
HOMEMADE SWEET POTATO BREAD
1% LOW-FAT MILK

2

BREAKFAST
FRESH BANANA
CORNFLAKES CEREAL

LUNCH - NUTRITION EXPERIENCE
KANGAROO POCKET
(sliced turkey, chopped romaine & diced tomatoes with ranch dressing)
FRESH WATERMELON
PITA POCKET BREAD

PM SNACK - NUTRITION EXPERIENCE
HUMMUS TORTILLA ROLL
1% LOW-FAT MILK

5

BREAKFAST
FRESH APPLE
RICE CHEX CEREAL

LUNCH
CHILI SANS CARNE (MEATLESS)
COLE SLAW
FRESH ORANGE
HOMEMADE WHOLE WHEAT CORNBREAD

PM SNACK
FRESH KIWI
1% LOW-FAT MILK

6

BREAKFAST
FRESH BANANA
CORNFLAKES CEREAL

LUNCH
****GROUND BEEF & SPANISH RICE***
(ground beef & turkey, brown rice)
MANGO CHUNKS

PM SNACK
MOZZARELLA STRING CHEESE
MINI WHOLE GRAIN SALTINE CRACKERS

7

BREAKFAST - NUTRITION EXPERIENCE
PINEAPPLE CHUNKS
WHOLE WHEAT BAGEL & LOW-FAT CREAM CHEESE

LUNCH
BBQ CHICKEN DRUMSTICK
ORANGUTAN SALAD
(spinach, mandarin oranges, feta cheese, with sweet & sour dressing)
FRESH STRAWBERRIES
WHOLE WHEAT ROLL

PM SNACK
LETS GO FISHING MIX
(crispix, gold fish crackers, cheese crackers, & pretzel sticks)
1% LOW-FAT MILK

8

BREAKFAST
FRESH PEAR
OLD FASHION ROLLED OATS WITH RAISINS

LUNCH NUTRITION EXPERIENCE
PIZZA BURGER
(ground beef & turkey)
SHREDDED MOZZARELLA CHEESE
RED BELL PEPPER STRIPS
FRESH ORANGE WEDGES
WHOLE GRAIN HAMBURGER BUN

PM SNACK
HOMEMADE PUMPKIN BREAD
1% LOW-FAT MILK

9

BREAKFAST
FRESH KIWI
CORN CHEX CEREAL

LUNCH - NUTRITION EXPERIENCE
TURKEY SALAD SANDWICH
BABY CARROTS NO DRESSING
FRESH WATERMELON
WHOLE WHEAT BREAD

PM SNACK - NUTRITION EXPERIENCE
FRESH APPLE
SUNBUTTER

12

BREAKFAST
FRESH ORANGE
KIX CEREAL

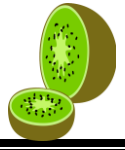
LUNCH
TOASTED CHEDDAR CHEESE SANDWICH
LENTIL SOUP WITH POTATOES, ONIONS, CELERY, & CARROTS
FRESH STRAWBERRIES

PM SNACK
ANIMAL CRACKERS
1% LOW-FAT MILK

13

BREAKFAST
FRESH PEAR
CORN CHEX CEREAL

LUNCH
SLICED TURKEY HAM
SWEET POTATOES & APPLES
FRESH KIWI
WHOLE WHEAT DINNER ROLL



PM SNACK
PINEAPPLE CUBES
COTTAGE CHEESE

14

BREAKFAST
FRESH BANANA
CHEERIOS

LUNCH
BROWN RICE & BLACK BEAN CHEESE CASSEROLE
LEAFY GREEN SALAD WITH VINAIGRETTA DRESSING
FRESH ORANGE WEDGES

PM SNACK - NUTRITION EXPERIENCE
HOMEMADE PICO DE GALLO
CORN TORTILLA CHIPS
1% LOW-FAT MILK

15

BREAKFAST
FRESH KIWI
WHOLE WHEAT BLUEBERRY MUFFIN SQUARE

LUNCH
****SPAGHETTI CASSEROLE***
(ground beef & turkey)*WITH WHOLE WHEAT SPAGHETTI*
FRESH CANTALOUPE SLICE

PM SNACK - NUTRITION EXPERIENCE
BUTTERFLIES
(celery sticks, sunbutter & pretzels)
1% LOW-FAT MILK

16

BREAKFAST
FRESH STRAWBERRIES
RICE KRISPIES CEREAL

LUNCH - NUTRITION EXPERIENCE
****HAWAIIAN CHICKEN WRAP***
(diced chicken, broccoli, carrots, pineapple, & spinach)
FRESH APPLE SLICES
WHOLE WHEAT TORTILLA

PM SNACK - NUTRITION EXPERIENCE
DEVILED EGGS
(hard boiled egg, mayo, mustard, & relish dressing)
WHEAT CRACKERS

19

BREAKFAST
FRESH APPLE
RICE CHEX CEREAL

LUNCH
MAC & CHEESE WITH WHOLE WHEAT PASTA
KOOL CABBAGE SLAW
(cabbage, carrots & raisins)
FRESH STRAWBERRIES

PM SNACK
GRAHAM CRACKERS
1% LOW-FAT MILK

20

BREAKFAST
FRESH PEAR
CORNFLAKES CEREAL

LUNCH
****GARDEN VEGETABLE LO MEIN & CHICKEN***
(diced chicken, broccoli, carrots, green peas, & bell peppers with whole wheat spaghetti)
FRESH WATERMELON

PM SNACK - NUTRITION EXPERIENCE
HONEY WHOLE WHEAT BREADSTICK
PIZZA SAUCE FOR DIPPING
1% LOW-FAT MILK

21

BREAKFAST - NUTRITION EXPERIENCE
FRESH KIWI
WHOLE WHEAT ENGLISH MUFFIN & SUNBUTTER

LUNCH - NUTRITION EXPERIENCE
TACOS WITH SHREDDED CHEESE
(ground beef & turkey)
SHREDDED LETTUCE & DICED TOMATOES
MANGO CHUNKS
WHOLE CORN TORTILLA

PM SNACK
SOUND BITE CRACKERS
1% LOW-FAT MILK

22

BREAKFAST
FRESH BANANA
ROLLED OATS WITH RAISIN

LUNCH - NUTRITION EXPERIENCE
SLOPPY JOE
(ground beef & turkey)
MEXICALI CORN
FRESH ORANGE WEDGES
WHOLE WHEAT HAMBURGER BUN

PM SNACK
FRESH APPLE
CHEDDAR CHEESE SLICE

23

BREAKFAST
FRESH STRAWBERRIES
CORN CHEX CEREAL

LUNCH - NUTRITION EXPERIENCE
TURKEY ROLLER SANDWICH WITH SLICED TURKEY & LOW-FAT CREAM CHEESE
FRESH GREEN LEAF LETTUCE
RED BELL PEPPERS & GRATED CARROTS
FRESH CANTALOUPE SLICE
WHOLE WHEAT FLOUR TORTILLA

PM SNACK
CARROT & PINEAPPLE BREAD
1% LOW-FAT MILK

26

BREAKFAST
FRESH ORANGE
HEART TO HEART CEREAL

LUNCH
MEXICAN PIZZA
(flour tortilla, tomato paste, mild salsa, refried beans, low-fat mozzarella cheese)
JICAMA STICKS NO DRESSING
FRESH APPLE

PM SNACK - NUTRITION EXPERIENCE
CUCMUBERS & CARROT STICKS
RANCH DRESSING
WHEATWORTH CRACKERS

27

BREAKFAST
FRESH PEAR
RICE KRISPIES CEREAL

LUNCH
****BEEF & TURKEY RICE CASSEROLE***
(onions, green peppers & celery) &
BROWN RICE
FRESH HONEYDEW MELON

PM SNACK - NUTRITION EXPERIENCE
WALKING BANANA SANDWICH
FRESH BANANA
SUNBUTTER

28

BREAKFAST - NUTRITION EXPERIENCE
FRESH APPLE
WHOLE WHEAT PITA POCKET
SCRAMBLED EGGS WITH CHEESE

LUNCH
SEASONED BLACKEYED PEAS WITH TURKEY HAM
FRESH CANTALOUPE SLICE
MUSTARD GREENS
WHOLE WHEAT CORNBREAD SQUARE

PM SNACK - NUTRITION EXPERIENCE
HERBED COTTAGE CHEESE
BROCCOLI FLORETS

29

BREAKFAST
FRESH BANANA
CORNFLAKES CEREAL

LUNCH
CHICKEN CHILAQUILES WITH CORN TORTILLA CHIPS
RED CABBAGE SALAD WITH VINAIGRETTE DRESSING
FRESH KIWI

PM SNACK - NUTRITION EXPERIENCE
ANTS ON A LOG
CELERY STICKS, SUNBUTTER & RAISINS
1% LOW-FAT MILK

30

BREAKFAST
CINNAMON APPLESAUCE
OVEN BAKED WHOLE WHEAT PANCAKE

LUNCH - NUTRITION EXPERIENCE
TURKEY HAM SANDWICH
MUSTARD & MAYO DRESSING
GREEN LEAF LETTUCE & TOMATO SLICES
FRESH ORANGE HALVE
WHOLE WHEAT BREAD

PM SNACK
COWBOY QUINOA SALAD
1% LOW-FAT MILK

Contra Costa County

To: Board of Supervisors

From: Russell Watts, Treasurer-Tax Collector

Date: December 8, 2015

Subject: Delegation of Investment Authority to the County Treasurer for Calendar Year 2016

RECOMMENDATION(S):
APPROVE the delegation of authority to the County Treasurer for investing and reinvesting County funds and the funds of other depositors in the County treasury, or to sell or exchange securities so purchased, pursuant to section 53607 of the State Government Code.

FISCAL IMPACT:
The County Treasurer manages and invests the funds of all County agencies, 21 Special Districts, 19 School Districts and one Community College District. Centralizing this function creates a dedicated staff of investment professionals and creates greater efficiency, economies of scale and greater investment power.

BACKGROUND:
State law provides that the Board of Supervisors may delegate to the County Treasurer the authority "to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased" for a one year period. It is recommended that this delegation be renewed through the calendar year 2016.

CONSEQUENCE OF NEGATIVE ACTION:
The County Treasurer would be unable to exercise his full authority in calendar year 2016, thereby negatively impacting County funds and the funds of other depositors in the County treasury.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

Contact: Brice Bins, 925 957-2848

cc:

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: Additional Allocations of FY 2015/16 Keller Canyon Mitigation Funds

RECOMMENDATION(S):
APPROVE $12,600 in additional allocations of Keller Canyon Mitigation funds to the following projects, as recommended by the Keller Canyon Mitigation Fund Review Committee:

1) $8,600 for the Bay Point Crossing Guard Program to pay for costs associated with two additional crossing guards near Bel Air Elementary School;
2) $1,200 for the Bay Point Annual Holiday Dinner and Toy Give Away to pay for costs associated with providing holiday photos to community members; and
3) $2,800 for the District V Technology Upgrades to pay for costs associated with a printer and supplies.

FISCAL IMPACT:
Recommended funding will come from unallocated FY 2015/16 Keller Canyon Mitigation Funds and, therefore, have no impact on the County's General Fund.

BACKGROUND:
On August 18, 2015, the Board of Supervisors approved the FY 2015/16 Keller Canyon Mitigation Fund (KCMF) Allocation Plan (Plan). Eighty-eight projects/programs/initiatives were granted funding totaling $1,394,702. A balance of $73,884 in KCMF funds remain unallocated by the Board and kept in reserve to address any requests for additional funding or to address emerging issues. On November 13, 2015, the KCMF Review Committee (Committee) convened to consider allocating additional funding for the three programs described below.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

Contact: Kristen Lackey (925) 674-7888

cc:

BACKGROUND: (CONT'D)

The Committee recommended allocating a total of $12,600 out of the unallocated funds.

1) The Bay Point Crossing Guard Program (#82) is funded under the District V Initiatives portion of the Keller Canyon Mitigation Fund. The program provides state-approved crossing guards for ten intersections in the community of Bay Point. Recently, members of the Bay Point community expressed concerns regarding increased traffic at Bailey Road resulting in decreased safety for Bel Air Elementary School students crossing the street. The hiring of two new crossing guards to cover these intersections at Bailey Road will require a budget increase of $8,600.

2) The Contra Costa County Sheriff's Office Bay Point Annual Holiday Dinner and Toy Give Away (#76) is funded under the County Department portion of the Keller Canyon Mitigation Fund. The event promotes positive community relations between the Bay Point residents and the Office of the Sheriff. Dinner and toys are provided free of charge. Program staff requested an additional allocation of $1,200 to cover the cost of providing the attendees with holiday photos.

3) District V Technology Upgrades (#86) is funded under the District V Initiatives portion of the Keller Canyon Mitigation Fund. The existing allocation covered the purchase of computer and presentation equipment used for the multiple programs and events conducted in East County by District V staff. The additional allocation of $2,800 will cover the purchase of a printer and related supplies for the District V office.

CONSEQUENCE OF NEGATIVE ACTION:

Not approving the recommended allocation would result in less crossing guards near Bay Point schools, no holiday photos at the Annual Bay Point Holiday Dinner and Toy Give Away, and no additional printer in the District V office.

CHILDREN'S IMPACT STATEMENT:

The allocation of KCMF funding for Bay Point Crossing Guards and the Bay Point Annual Holiday Dinner and Toy Give Away supports the following outcome in the Children's Report Card: *Families are safe, stable, and nurturing.*

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: Allocation of Fiscal Year FY 2014/15 and 2015/16 Housing Opportunities for Persons with HIV/AIDS (HOPWA)

RECOMMENDATION(S):
APPROVE the allocation of up to $1,000,000 of fiscal year 2014/15 and 2015/16 Housing Opportunities for Persons with HIV/AIDS (HOPWA) funds for the Virginia Lane project in Concord.

FISCAL IMPACT:
No general fund impact. One hundred percent federal funds. HOPWA funds are provided to the County on a formula basis through the City of Oakland. The County currently has $950,000 in HOPWA funds available. The applicant has requested $1,000,000, which leaves a shortfall of $50,000. The requested authorization is made in an amount up to $1,000,000 in the event that an additional $50,000 in HOPWA funds becomes available before the Board is asked to approve the project's loan documents in 2016.

CATALOG OF FEDERAL ASSISTANCE (CFDA NUMBER):
Housing Opportunities for Persons with HIV/AIDS (HOPWA) Program - 14.241.

BACKGROUND:
The National Affordable Housing Act (Public Law 101-625, approved November 28, 1990) authorizes the Housing Opportunities for Persons with HIV/AIDS (HOPWA) to provide states and localities with resources to devise long-term comprehensive strategies for meeting the housing needs of persons with HIV/AIDS and related diseases.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

Contact: Kristin Sherk
925-674-7887

cc:

BACKGROUND: (CONT'D)

The City of Oakland (City) is the HOPWA grant recipient for Alameda and Contra Costa Counties. The City allocates HOPWA funds between the counties based on the number of HIV/AIDS cases. These funds may be used for site acquisition, rehabilitation and new construction of affordable housing, supportive services, housing information services, rent and utility subsidies, and certain other housing related activities for low-income persons living with HIV/AIDS in both incorporated and unincorporated areas of the County.

The Contra Costa Consortium (County staff and staff from the Cities of Antioch, Concord, Pittsburg, Richmond and Walnut Creek) makes funding recommendations to the Board of Supervisors. The Consortium met on November 12, 2015 to consider staff recommendations for the Virginia Lane Apartments project. The Consortium recommends that the Board of Supervisors allocate up to $1,000,000 in HOPWA funds to Eden Housing, Inc., to assist in the acquisition and rehabilitation of Virginia Lane apartments. VL L.P., whose general partner is an affiliate of Eden Housing Development, will purchase the property from Virginia Lane L.P, whose general partner is an affiliate of Eden Housing, Inc.

The development consists of two apartment complexes: Maplewood Apartments at 1121 Virginia Lane with 53 apartments; and Golden Glen Apartments at 1140 Virginia Lane with 38 apartments. 1121 Virginia Lane was built in 1970 and 1140 Virginia Lane was built in 1964. With approximately 50 years' worth of service, the development is due for a substantial rehabilitation that will comprehensively restore the integrity of the building envelope, address potential seismic concerns, update to current building codes, enhance the efficiency and operation of the major systems, recapitalize reserves, and improve the residents' quality of life.

The County loaned Virginia Lane L.P. $290,000 in HOME Investment Partnerships Act (HOME) funds in 1999 to assist with the acquisition and rehabilitation of Virginia Lane Apartments. Construction was completed in 2000. The HOME investment per unit was less than $15,000 and, therefore, the required HOME program term of affordability was five years, expiring in 2005. After the initial five year term expired, the 20 HOME units converted to a County requirement for an additional fifty years with an extended term of affordability through 2055.

The current regulatory agreement designates 20 units as County-assisted: eight units at 30 percent of the area median income (AMI), four units at 40 percent AMI, and eight units at 50 percent AMI. With the HOPWA funds, the regulatory agreement will be amended and restated to add ten units at 30 percent AMI with a mix of one and two bedroom units. The existing County-assisted and new HOPWA units will be required to remain affordable to the target population for up to 55 years. The ten HOPWA units must be reserved for HOPWA eligible tenants for at least ten years and may thereafter be available to the general population based on income eligibility. The new 55 year term of affordability adds 15 years to the existing term of affordability.

The City of Concord is supportive of the project. Preservation of Virginia Lane is consistent with the City's Housing Element. Eden has applied to the City of Concord for $1.2 million to assist in the rehabilitation. It is expected that the funds will be committed by December 2015. If the City does not approve these funds, Eden will have to significantly reduce the proposed scope of work.

Legal documents for the project will include an amended and restated loan agreement, a promissory note, an amended and restated deed of trust and security agreement, and an amended and restated regulatory agreement for the existing HOME funds and this allocation of HOPWA funds. These documents will be submitted for Board of Supervisors approval at a later date following completion of the federally required review under the National Environmental Policy Act.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the allocation of HOPWA funds for the Virginia Lane project, Eden will have to eliminate significant elements from the scope of work.

CHILDREN'S IMPACT STATEMENT:

Preserving and maintaining affordable housing is consistent with outcome #3 of the Children's Report Card: Families are Economically Self Sufficient.

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: Reimbursement Resolution for Multifamily Residential Rental Housing Developments

RECOMMENDATION(S):

ADOPT Resolution No. 2015/455 conditionally providing for the issuance of revenue bonds to finance the following Multifamily Residential Rental Housing Developments (the "Developments"), and approving related actions.

1) Riviera Family Apartments located at 1515 and 1738 Riviera Avenue in the City of Walnut Creek, in an amount not to exceed $25,000,000;

2) Carena Scattered Site Renovation, including Riley Court located at 2050, 2051 and 2061 Riley Court in the City of Concord, Elaine Null Apartments located at 112 Alves Lane and 300-310 Water Street in Bay Point, and Camara Circle located at 2501, 2513, 2525, 2530, 2531, 2536, 2537, 2549, 2554, 2555 and 2566 Camara Circle in the City of Concord, in an amount not to exceed $20,000,000;

3) St. Paul's Commons located at 1860 Trinity Avenue in the City of Walnut Creek, in an amount not to exceed $15,000,000;

4) Tabora Gardens located at the southeast corner of James Donlon Boulevard and Tabora Drive in the City of Antioch, in an amount not to exceed $35,000,000; and

5) Virginia Lane Apartments located at 1121 and 1140 Virginia Lane in the City Concord, in an amount not to exceed $25,000,000.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: Kristen Lackey (925) 674-7888

cc:

FISCAL IMPACT:

None. In the event that the bonds are issued, the County is reimbursed for costs incurred in the issuance process. Annual expenses for monitoring of Regulatory Agreement provisions ensuring certain units in the Developments will be rented to low income households are accommodated in the bond issue. The bonds will be solely secured by and payable from revenues (e.g. Development rents, reserves, etc.) pledged under the bond documents. No County General Funds are pledged to secure the bonds.

BACKGROUND:

Contra Costa County, through the Conservation and Development Department, operates a multifamily mortgage revenue bond financing program. The purpose of the program is to increase or preserve the supply of affordable rental housing available to low and very low income households. The County program may be undertaken within the unincorporated County and within the cities located in the County that have agreed to let the County operate the program in their jurisdiction.

The Sponsors listed in Exhibit A of the attached resolution requested to participate in the County's multifamily mortgage revenue bond financing program. Each of the Sponsors propose to form a new limited partnership with a to-be-named tax credit investor as a limited partner to develop the facility. The proposed developments meet the eligibility criteria for bond financing and the County policy for this program. Additional information regarding each project is included in Exhibit A.

A requirement of federal tax law is that the prospective financing be subject to a conditional statement of intent to issue bonds to reimburse expenses incurred prior to the date the bonds are issued, i.e. a reimbursement resolution must be adopted by the Board of Supervisors. Also, the California Debt Limit Allocation Committee, that allocates tax-exempt bond authority to the bond issue, requires that a reimbursement resolution be adopted before an application may be made for such an allocation. The adoption of a reimbursement resolution will not obligate the County or the owner without future discretionary actions, but will indicate the intent of the County to issue the bonds if all conditions in the reimbursement resolution have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

Without the reimbursement resolution, the Sponsors will not be able to commence with the process of applying to the California Debt Limit Allocation Committee for multifamily housing revenue bond authority through the County.

CHILDREN'S IMPACT STATEMENT:

Riviera Apartments, Carena Scattered Site Renovations, St. Paul's Commons, and Virginia Lane provide affordable rental housing appropriate for families. This supports outcome #3: Families are Economically Self Sufficient.

AGENDA ATTACHMENTS

Resolution No. 2015/455

Exhibit A Inducement Resolution

MINUTES ATTACHMENTS

Signed Resolution No. 2015/455

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

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

AYE:	5	**John Gioia** **Candace Andersen** **Mary N. Piepho** **Karen Mitchoff** **Federal D. Glover**
NO:		
ABSENT:		
ABSTAIN:		
RECUSE:		

Resolution No. 2015/455

In the Matter of Setting Forth the County's Official Intent to Issue Revenue Bonds to Finance Various Multifamily Residential Rental Housing Developments and Approving Related Actions

WHEREAS, the Board of Supervisors of the County of Contra Costa (the "County") has determined that there is a shortage of safe and sanitary housing within the County, and that it is in the best interest of the residents of the County and in furtherance of the health, safety and welfare of the public for the County to assist in the financing of multifamily rental housing developments; and

WHEREAS, pursuant to Division 31 of the Health and Safety Code of the State of California, and particularly Chapter 7 of Part 5 thereof (the "Act"), the County is empowered to issue and sell revenue bonds or otherwise incur debt for the purpose of providing funds to finance the acquisition, construction and/or rehabilitation of multifamily rental housing, including units for lower income households and very low income households; and

WHEREAS, the entities identified in Exhibit A hereto (the "Sponsors") have requested that the County consider the issuance and sale of tax-exempt revenue bonds or otherwise borrow funds (referred to in this Resolution as the "Bonds") pursuant to the Act for the purpose of lending the proceeds thereof to the Sponsors and/or related entities (collectively, the "Borrowers"), to finance the acquisition and rehabilitation or construction by the Borrowers of certain multifamily rental housing facilities identified in Exhibit A (collectively, the "Developments"), with the Developments to be owned by the respective Borrowers; and

WHEREAS, the Sponsors also have requested an expression of the Board of Supervisors willingness to authorize the issuance of the Bonds at a future date after the documentation relating to the respective proposed financing has been prepared and completed, and the County's requirements for the issuance of the related Bonds have been satisfied; and

WHEREAS, the Board of Supervisors now wishes to declare its intention to authorize the issuance of the Bonds to finance the several Developments in the respective principal amounts set forth in Exhibit A, provided certain conditions are met as described in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Contra Costa as follows:

Section 1. The Board of Supervisors hereby determines that it is necessary and desirable to provide financing for the Developments pursuant to the Act by the issuance of the Bonds in the respective principal amount for each Development as set forth in Exhibit A. The issuance of the Bonds for a Development shall be subject to the following conditions: (i) the County by resolution of the Board of Supervisors shall have first agreed to acceptable terms and conditions for the Bonds for such Development (and for the sale and delivery of the Bonds), and for acceptable terms of an indenture and all other agreements with respect to the Bonds for such Development; (ii) all requisite governmental approvals for the respective Bonds shall have first been obtained; (iii) the Bonds for such Development shall be payable from revenues received with respect to a loan to the related

Borrower made with the proceeds of the Bonds, and neither the full faith nor the credit of the County shall be pledged to the payment of the principal of or interest on any of the Bonds; (iv) any occupancy and other requirements of the Internal Revenue Code of 1986, as amended (the "Code ") are satisfied or otherwise provided for with respect to Bonds, the interest on which is intended to be excluded from gross income for federal tax purposes; (v) any occupancy and other requirements of the Act with regard to the respective Development are satisfied or otherwise provided for; and (vi) any occupancy and other requirements of the County applicable to the respective Development are satisfied or otherwise provided for.

Section 2. The Chair of the Board of Supervisors, the Vice-Chair of the Board of Supervisors, County Administrator, the County Director of Conservation and Development, the County Assistant Deputy Director of Conservation and Development, the County's Community Development Bond Program Manager, County Counsel and the other officers of the County are hereby authorized and directed to take whatever further action consistent with this Resolution may be deemed reasonable and desirable, including participating in the preparation of any resolution, indenture, bond purchase agreement, official statement and/or other documents or agreements necessary or appropriate to effect the Bond financing for each of the Developments, and any actions necessary to obtain an allocation of the State of California's private activity bond volume cap for the Bonds for each of the Developments under Section 146 of the Code and Section 8869.85 of the Government Code, including obtaining a deposit from the respective Borrowers or from or on behalf of the related Sponsor and submitting an application for such volume cap to the California Debt Limit Allocation Committee for each series of the Bonds for each Development, all to the extent required for the issuance of the Bonds for each of the Developments.

Section 3. It is the purpose and intent of the County that this Resolution constitute a declaration of official intent to issue Bonds for each of the Developments for purposes of Sections 103 and 141 to 150 of the Code. The County reasonably expects that certain costs of each Development will be reimbursed with proceeds of the Bonds issued for the respective Development for certain expenditures made prior to the issuance of such Bonds.

Section 4. This Resolution shall take effect 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 Board of Supervisors on the date shown.

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: Kristen Lackey (925) 674-7888

cc:

EXHIBIT A

Development Name	Development Location	No. of Rental Units	New Construction or Acquisition/ Rehabilitation	Sponsor (may also be the Borrower)	Borrower (legal name of initial owner)	Bond Amount
Riviera Family Apartments	1515 and 1738 Riviera Avenue, Walnut Creek (APN Nos. 174-150-076, 174-140-019, 174-140-025)	58	New	Resources for Community Development	Riviera Family Apartments, LP	$25,000,000
Carena Scattered Site Renovation(1)	2050, 2051 and 2061 Riley Court, Concord (APN Nos.: 128-200-062-7 and 128-200-063-5); 112 Alves Lane and 300-310 Water Street, Bay Point – Unincorporated area of the County (APN No.: 97-041-9-8); and 2501, 2513, 2525, 2530, 2531, 2536, 2537, 2549, 2554, 2555 and 2566 Camara Circle, Concord (APN Nos.: 126-202-42-1, 126-202-43-9, 126-202-77-7, 126-202-79-3, 126-202-79-3, 126-202-77-7, 126-202-78-5, 126-202-34-8, 126-202-78-5 and 126-202-32-2)	114	Acquisition/ Rehabilitation	Resources for Community Development (RCD)	a California limited partnership to be formed by RCD	$20,000,000
St. Paul's Commons	1860 Trinity Avenue, Walnut Creek (APN No. 178-091-010-3)	45	New	Resources for Community Development (RCD)	St. Paul's Commons, L.P., or another entity to be formed by RCD	$15,000,000
Tabora Gardens	Southeast Corner of James Donlon Boulevard and Tabora Drive, Antioch (APN No.: 1072-011-062)	85	New	Satellite Affordable Housing Associates (SAHA)	Tabora Gardens, L.P., or another entity to be formed by SAHA	$35,000,000
Virginia Lane Apartments	1121 and 1140 Virginia Lane, Concord (APN Nos.: 128-210-051-8 and 128-290-066-9)	91	Acquisition/ Rehabilitation	Eden Housing (Eden)	VL, L.P.	$25,000,000

(1) Including Riley Court, Elaine Null Apartments and Camara Circle.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

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

AYE:	5	**John Gioia** **Candace Andersen** **Mary N. Piepho** **Karen Mitchoff** **Federal D. Glover**
NO:		
ABSENT:		
ABSTAIN:		
RECUSE:		

Resolution No. 2015/455

In the Matter of Setting Forth the County's Official Intent to Issue Revenue Bonds to Finance Various Multifamily Residential Rental Housing Developments and Approving Related Actions

WHEREAS, the Board of Supervisors of the County of Contra Costa (the "County") has determined that there is a shortage of safe and sanitary housing within the County, and that it is in the best interest of the residents of the County and in furtherance of the health, safety and welfare of the public for the County to assist in the financing of multifamily rental housing developments; and

WHEREAS, pursuant to Division 31 of the Health and Safety Code of the State of California, and particularly Chapter 7 of Part 5 thereof (the "Act"), the County is empowered to issue and sell revenue bonds or otherwise incur debt for the purpose of providing funds to finance the acquisition, construction and/or rehabilitation of multifamily rental housing, including units for lower income households and very low income households; and

WHEREAS, the entities identified in Exhibit A hereto (the "Sponsors") have requested that the County consider the issuance and sale of tax-exempt revenue bonds or otherwise borrow funds (referred to in this Resolution as the "Bonds") pursuant to the Act for the purpose of lending the proceeds thereof to the Sponsors and/or related entities (collectively, the "Borrowers"), to finance the acquisition and rehabilitation or construction by the Borrowers of certain multifamily rental housing facilities identified in Exhibit A (collectively, the "Developments"), with the Developments to be owned by the respective Borrowers; and

WHEREAS, the Sponsors also have requested an expression of the Board of Supervisors willingness to authorize the issuance of the Bonds at a future date after the documentation relating to the respective proposed financing has been prepared and completed, and the County's requirements for the issuance of the related Bonds have been satisfied; and

WHEREAS, the Board of Supervisors now wishes to declare its intention to authorize the issuance of the Bonds to finance the several Developments in the respective principal amounts set forth in Exhibit A, provided certain conditions are met as described in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Contra Costa as follows:

Section 1. The Board of Supervisors hereby determines that it is necessary and desirable to provide financing for the Developments pursuant to the Act by the issuance of the Bonds in the respective principal amount for each Development as set forth in Exhibit A. The issuance of the Bonds for a Development shall be subject to the following conditions: (i) the County by resolution of the Board of Supervisors shall have first agreed to acceptable terms and conditions for the Bonds for such Development (and for the sale and delivery of the Bonds), and for acceptable terms of an indenture and all other agreements with respect to the Bonds for such Development; (ii) all requisite governmental approvals for the respective Bonds shall have first been obtained; (iii) the Bonds for such Development shall be payable from revenues received with respect to a loan to the related

Borrower made with the proceeds of the Bonds, and neither the full faith nor the credit of the County shall be pledged to the payment of the principal of or interest on any of the Bonds; (iv) any occupancy and other requirements of the Internal Revenue Code of 1986, as amended (the "Code ") are satisfied or otherwise provided for with respect to Bonds, the interest on which is intended to be excluded from gross income for federal tax purposes; (v) any occupancy and other requirements of the Act with regard to the respective Development are satisfied or otherwise provided for; and (vi) any occupancy and other requirements of the County applicable to the respective Development are satisfied or otherwise provided for.

Section 2. The Chair of the Board of Supervisors, the Vice-Chair of the Board of Supervisors, County Administrator, the County Director of Conservation and Development, the County Assistant Deputy Director of Conservation and Development, the County's Community Development Bond Program Manager, County Counsel and the other officers of the County are hereby authorized and directed to take whatever further action consistent with this Resolution may be deemed reasonable and desirable, including participating in the preparation of any resolution, indenture, bond purchase agreement, official statement and/or other documents or agreements necessary or appropriate to effect the Bond financing for each of the Developments, and any actions necessary to obtain an allocation of the State of California's private activity bond volume cap for the Bonds for each of the Developments under Section 146 of the Code and Section 8869.85 of the Government Code, including obtaining a deposit from the respective Borrowers or from or on behalf of the related Sponsor and submitting an application for such volume cap to the California Debt Limit Allocation Committee for each series of the Bonds for each Development, all to the extent required for the issuance of the Bonds for each of the Developments.

Section 3. It is the purpose and intent of the County that this Resolution constitute a declaration of official intent to issue Bonds for each of the Developments for purposes of Sections 103 and 141 to 150 of the Code. The County reasonably expects that certain costs of each Development will be reimbursed with proceeds of the Bonds issued for the respective Development for certain expenditures made prior to the issuance of such Bonds.

Section 4. This Resolution shall take effect 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 Board of Supervisors on the date shown.

ATTESTED: December 8, 2015

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

Stephanie L. Mello

By: Stephanie L. Mello, Deputy

Contact: Kristen Lackey (925) 674-7888

cc:

Contra
Costa
County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Unpaid Student Training Agreement #26-629-1 with Regents of the University of California on behalf of its Univ of CA, SF Benioff Children's

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Unpaid Student Training Agreement #26-629-1 with Regents of the University of California on behalf of its University of California, San Francisco Benioff Children's Hospital Oakland, an educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center and Contra Costa Health Centers for medical residency students, from December 1, 2015 through December 31, 2020.

FISCAL IMPACT:

None

BACKGROUND:

The purpose of this agreement is to provide University of California, San Francisco Benioff Children's Hospital Oakland medical residency students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE:
John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: Anna Roth, 370-5101

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefitting from the students' services to patients.

Under Unpaid Student Training Agreement #26-629-1, Regents of the University of California on behalf of its University of California, San Francisco Benioff Children's Hospital Oakland students will receive supervised fieldwork instruction experience, at Contra Costa Regional Medical Center and Contra Costa Health Centers through December 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Unpaid Student Training Agreement #26-387 with Regents of the University of California on behalf of its University of California, San Diego Extension

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Unpaid Student Training Agreement #26-387 with Regents of the University of California on behalf of its University of California, San Diego Extension - Healthcare, an educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center and Contra Costa Health Centers for lactation consultant students, from October 1, 2015 through September 30, 2016.

FISCAL IMPACT:

None

BACKGROUND:

The purpose of this agreement is to provide Regents of the University of California on behalf of its University of California, San Diego Extension - Healthcare lactation consultant students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: Anna Roth, 370-5101

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefitting from the students' services to patients. Under Unpaid Student Training Agreement #26-387, Regents of the University of California on behalf of its University of California, San Diego Extension - Healthcare students will receive supervised fieldwork instruction experience, at Contra Costa Regional Medical Center and Contra Costa Health Centers through September 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Unpaid Student Training Agreement #26-288-4 with Western University of Health Sciences, dba Western University of Health Sciences, College of Osteopa

RECOMMENDATION(S):
Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Unpaid Student Training Agreement #26-288-4 with Western University of Health Sciences, dba Western University of Health Sciences, College of Osteopathic Medicine of the Pacific, an educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center and Contra Costa Health Centers for physical therapy students, from December 1, 2015 through December 31, 2020.

FISCAL IMPACT:
None

BACKGROUND:
The purpose of this agreement is to provide Western University of Health Sciences, dba Western University of Health Sciences, College of Osteopathic Medicine of the Pacific physical therapy students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time,

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: Anna Roth, 370-5101

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

benefitting from the students' services to patients.
Under Unpaid Student Training Agreement #26-288-4, Western University of Health Sciences, dba Western University of Health Sciences, College of Osteopathic Medicine of the Pacific students will receive supervised fieldwork instruction experience, at Contra Costa Regional Medical Center and Contra Costa Health Centers through December 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

Contra Costa County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services Director

Date: December 8, 2015

Subject: Workforce Development Board Bylaws Revision

RECOMMENDATION(S):
ACCEPT and APPROVE the Workforce Development Board Bylaws revision as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:
Not applicable.

BACKGROUND:
The Workforce Development Board (WDB) is a 41-member business-led body whose members are appointed by the Contra Costa County Board of Supervisors to shape and strengthen local and regional workforce development efforts. The WDB promotes a workforce development system to meet the needs of businesses, job seekers, and workers to support a strong and vibrant economy in Contra Costa County.

The requested approval of the WDB bylaws revision is to increase the Board Chair term from a two (2) year term to a three (3) year term which will maintain Board consistency and Board action.

CONSEQUENCE OF NEGATIVE ACTION:
The Workforce Development Board chair would serve a two year term instead of a three year term as is requested by the Board to maintain Board consistency.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stephanie L. Mello, Deputy

Contact: Elaine Burres, 313-1717

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

WDB Redline Bylaws Revision

WDB Bylaws Clean Copy

Workforce Development Board Of Contra Costa County
Organization Bylaws

A2a

ARTICLE I - NAME

The name of this organization shall be the Workforce Development Board (WDB) of Contra Costa County.

ARTICLE II - SCOPE AND RESPONSIBILITIES

As set forth in the Workforce Investment Act of 1998 and subsequent actions by the Contra Costa County Board of Supervisors, the responsibilities of the WDB are:

A. Develop and submit a local workforce investment plan to the Governor, in partnership with the County Board of Supervisors, for the Contra Costa County Local Workforce Investment Area (LWIA), whose boundaries include the entirety of Contra Costa County, exclusive of the City of Richmond.

B. With the agreement of the Contra Costa County Board of Supervisors, designate one-stop operator(s) and terminate the eligibility of such operator(s) for cause; identify eligible provider(s) of youth activities in the Contra Costa County LWIA by awarding grants or contracts on a competitive basis, based on recommendations of the Youth Council; identify eligible providers of training services for adults and dislocated workers; and identify eligible providers of intensive services by awarding contracts which may be on a competitive basis if the one-stop operator does not provide such intensive services in the LWIA.

C. Develop a budget for purposes of carrying out the duties of the WDB subject to the approval of the Contra Costa County Board of Supervisors. The WDB may solicit and accept grants and donations from sources other than federal funds.

D. In partnership with the Contra Costa County Board of Supervisors, conduct oversight with respect to local programs of youth activities and local employment and training activities for employers, adults, and youth at the one-stop centers in the LWIA.

E. Negotiate and reach agreement on Workforce Investment Act local performance measures with the Contra Costa County Board of Supervisors and the Governor, and certify comprehensive One Stop Center(s).

F. Assist the Governor in the development of a statewide employment statistics system (e.g., labor market information system pursuant to the Wagner-Peyser Act).

G. Coordinate workforce development activities carried out in the LWIA with economic development strategies and develop other employer linkages.

H. Promote the active participation of the private sector in the local workforce investment system.

ARTICLE III - MEMBERSHIP

A. Members of the WDB shall be appointed by the Contra Costa County Board of Supervisors in accordance with federal and state law, and as further described below in Article II, Paragraphs B, C, and D.

B. Seat terms shall be staggered and of four years' duration. The term of each seat will commence on July 1st and terminate on June 30th four calendar years later.

C. The WDB will be comprised of at least 50% plus one of business members. The majority of these members shall 1) be owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policy-making or hiring authority, and 2) represent businesses with employment opportunities that reflect the employment opportunities of the local area. WDB membership shall include small businesses and minority-owned and women-owned businesses.

D. The non-business membership shall include members who are representative of categories set forth in Workforce Investment Act and related federal, state or local law. Representatives shall be individuals with optimum policymaking authority within the organizations, agencies, or entities they represent.

E. Members of the WDB shall either reside in or be representatives of businesses, organizations or agencies located within the LWIA.

F. The WDB may recommend to the Contra Costa County Board of Supervisors changes to the size and composition of its membership, provided that two-thirds of its members have voted to recommend the change. Recommended changes to size and composition of the WDB membership must be approved by the Contra Costa County Board of Supervisors.

G. The members of the WDB shall be reimbursed for mileage for their attendance at meetings in accordance with Contra Costa County travel reimbursement policies, if not otherwise reimbursed by their employer or by another source. A member shall make a request for reimbursement to the WDB Executive Director.

H. Members attending pre-arranged outside special functions on behalf of the WDB shall be reimbursed for expenses in accordance with Contra Costa County travel reimbursement policies, if not otherwise reimbursed by virtue of their job or by another source.

ARTICLE IV - STANDARD OF CONDUCT

Members of the Workforce Development Board will:

A. Avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain by recusing themselves from the discussion and action taken.

B. Exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

C. Disclose potential financial conflict of interest by filing Form 700 and all other necessary and required documents

D. Not solicit or accept money or any other consideration from any person for the performance of an act reimbursed in whole or part with Workforce Investment Act funds.

E. Not participate nor vote on contracts or grants relating to services provided by that member or the

entity he or she represents, if the member or the entity financially benefits from the decision.

F. Abide by all conflict of interest codes and attend requisite training.

ARTICLE V - TERMINATIONS

Any member may be terminated from membership on the WDB by one of the following actions:

A. Resignation.

B. Failure to attend three consecutive regularly scheduled full WDB and/or committee meetings, excessive excused absences from regularly scheduled WDB and/or committee meetings, or failure to resign when he/she ceases to be a representative of the group from which he/she was selected. Said conduct shall automatically be reviewed by the WDB Executive Committee, which in turn shall present a recommendation to the WDB. A majority vote of the WDB membership is needed to affirm the recommendation.

C. For conduct, activities, or interest detrimental to the purpose of the WDB. Said conduct is subject to review by the Executive Committee, which in turn shall present a recommendation to the WDB. An affirmative vote of fifty percent (50%) rounded-up, plus one (1) of the full membership is needed to ratify the recommendation.

ARTICLE VI - OFFICERS AND DUTIES

A. The number of officers shall be determined by the WDB. At a minimum, there shall be a Chairperson and Vice-Chairperson. Any two officer positions, except those of the Chairperson and Vice-Chairperson, may be held by the same person. Whenever possible, the outgoing Chair will continue to serve as an active board member as the Past Chair for at least one year.

B. Officers' terms will commence on July 1 and end on June 30 of the following calendar year.

C. The Chairperson shall preside at all WDB meetings, represent the WDB whenever the occasion demands, appoint members to committees, and call special meetings at any time necessary.

D. The Vice-Chairperson(s) shall assist the Chairperson and assume all the obligations and authority of the Chairperson in his/her absence, and shall chair the Executive Committee. In the event that the Vice-Chairperson(s) are not available, the Past Chair shall serve in this capacity.

E. The Chairperson and Vice-Chairperson(s) of the WDB will be selected from among members of the WDB who are representative of the business sector. In the event that there is not at least one WDB member currently sitting as Vice Chairperson, the Chair shall appoint a Vice Chairperson on a quarterly rotating basis. In making such appointments, the Chair will give preference to eligible Committee Co-Chairs.

F. A WDB member may serve as Chairperson for a period of no longer than three (3) years and as a Vice-Chairperson for no longer than three (3) years.

G. Any officer may be removed from office by the affirmative vote of fifty percent (50%) rounded-up, plus one (1) of the full membership for conduct, activities or interest detrimental to the interest of the

WDB, in accordance with Article V, section C.

ARTICLE VII - ELECTIONS

A. A Nominating Committee shall be convened each fiscal year to designate a new slate of officers for the following fiscal year. The Nominating Committee shall be chaired by the Immediate Past Chairperson who shall appoint at least two (2) other Board members, a majority of whom shall represent the business community. In the event the position of Immediate Past Chairperson is vacant, the Chairperson shall appoint the Chair of the Nominating Committee.

B. The period for officer nominations shall commence upon the establishment of the Nominating Committee and will close 30 days prior to the final regularly scheduled full board meeting of the fiscal year.

C. A report from the Nominating Committee on selection of officers shall be provided to the members in advance of officer elections and made available to the public.

D. An election of officers shall be held no later than the final regularly scheduled full WDB meeting of the fiscal year. Officers shall be elected by a majority vote of the members present. Terms of office shall begin at the beginning of each fiscal year.

ARTICLE VIII - VACANCIES

A. The WDB or its Executive Committee shall review scheduled and unscheduled membership vacancies as they occur and assess associated needs with appointing a replacement. The WDB and Executive Committee shall consider applicable federal and state membership guidelines in formulating a recommendation for review. A majority vote of members present at a WDB or WDB Executive Committee meeting is needed to affirm the recommendation.

B. The WDB Chairperson shall immediately report to the Contra Costa County Board of Supervisors any unscheduled vacancy. The WDB may recommend a replacement for each unscheduled vacancy to the Board of Supervisors no sooner than ten working days after the Clerk of the Board posts the special notice announcing the unscheduled vacancy.

C. A vacancy in any officer position may be filled by the WDB for the unexpired term of the position by a majority vote of the members attending a called meeting of the full board or the Executive Committee.

D. Nominations for appointment to the WDB shall be made in accordance with the Workforce Investment Act. Nominees will be presented by the WDB to the appropriate committee of the Contra Costa County Board of Supervisors' for review and advancement to the Board of Supervisors for final appointment to the WDB.

ARTICLE IX – QUORUM REQUIREMENTS

A. Fifty percent (50%) rounded-up of the authorized number of seats will constitute a quorum of the full WDB or a WDB committee. In the absence of 50 percent rounded-up in attendance, the meeting shall be cancelled no later than thirty (30) minutes after scheduled meeting time provided that entire WDB has been given proper notice as stated in these bylaws.

B. When issues arise that require members to recuse themselves from the voting process, this action will not count against the quorum count.

C. When a quorum is present, each regular voting member shall have one (1) vote when present. No proxies or absentee votes shall be permitted.

ARTICLE X - COMMITTEES

A. The WDB Chairperson may establish Standing Committees, Ad Hoc Committees and Advisory Panels as necessary and shall designate the chairpersons.

B. The size and purpose of each Standing or Ad Hoc Committee shall be determined by the WDB Chairperson, in consultation with the designated Committee Chairpersons. Every effort shall be made to ensure that each Standing committee is comprised of five (5) or more members of the WDB, the majority of whom are representative of the business sector.

C. Each WDB Standing Committee will have two (2) Co-Chairpersons with responsibility for conducting the regular business of that respective committee.

D. Any WDB member may serve as a Committee Chairperson or Co-Chairperson. WDB members may serve as Chairs of a single WDB Standing Committee for a period or no more than four (4) years.

E. There shall be an Executive Committee composed of the WDB Chairperson, the Vice-Chairperson(s), and a past WDB Chairperson, one (1) to two (2) voting members-at-large, and the Chairpersons of Standing Committees. In the event a past Chairperson is not available, the Chair may appoint an additional member-at-large. At least fifty percent (50%) plus one of the Executive Committee members shall be representatives of the private sector.

F. The Executive Committee shall meet monthly at a regularly scheduled time and is authorized to act on behalf of the Workforce Development Board on those matters delegated to it by the WDB. For those matters not delegated to it by the WDB, the Executive Committee is authorized to meet and act on behalf of the Workforce Development Board at such times as may be determined necessary by the Chairperson, provided that such actions taken by the Executive Committee shall be ratified by the WDB at its next regularly scheduled meeting.

The responsibilities of the Executive Committee shall include:

- Approving annual budgets and forwarding to the WDB for review;
- Obligating and approving awards of funding related to programmatic and/or operational objectives (requires a 2/3 vote of Executive Committee members present for approval);
- Hearing all budget related matters and forwarding appropriate items to the WDB
- Developing legislative/advocacy platforms and position statements
- Developing operational and policy objectives
- Recommending membership appointments and resignations from the WDB to the Board of Supervisors as necessary

At least once a year the Executive Committee will be charged with examining WDB planning documents and priorities. The Executive Committee will coordinate committee activities, review

committee reports and provide recommendations and advice to the WDB on all matters within the jurisdiction of the bylaws.

G. There shall be a Youth Council established in accordance with the Workforce Investment Act to plan for a comprehensive year-round youth services system and carry out those duties required under the Act.

Appointment: Youth Council members who are not WDB members are appointed to and terminated from the Youth Council by the WDB Executive Committee. These members may vote on matters put forth to the Youth Council, but they are not voting members of the WDB.

Membership: Youth Council members shall serve in seats that have terms of four years.

Quorum: Quorum requirements for the Youth Council are identical to other WDB committees as outlined in Article IX, Paragraph A. Fifty percent (50%) rounded-up of the authorized number of seats will constitute a quorum of the Youth Council.

ARTICLE XI - RULE OF PROCEDURE

A. All meetings of the WDB and its committees shall be guided by the current edition of Roberts Rules of Order, Revised.

B. The WDB shall be governed in its activities by all applicable laws, regulations and instructions.

ARTICLE XII - MEETINGS AND MEETING NOTICES

A. Meetings of the WDB may be held anywhere within the Contra Costa County LWIA, as determined by the officers and staff of the WDB, at which reasonable accommodations for the disabled shall be provided.

B. Regular meetings of the WDB shall be held at least once each calendar quarter, and shall be conducted in accordance with all applicable federal, state and local laws.

C. Notices of regular meetings of the WDB and its committees shall comply with applicable local and State meeting laws and board packets shall be mailed, e-mailed, or faxed to each member. These notices shall include, at a minimum, the agenda for the upcoming meeting and the summary minutes of the past meeting.

D. Special or emergency meetings of the WDB may be called at any time by the Chairperson, the Executive Committee, or upon written request of at least a majority of WDB members. Notice of a special or emergency meeting will include the time, date, place, and purpose. The notice, time permitting, shall be not less than one working day before such meeting date. All meetings will be subject to the Ralph M. Brown Act and all other applicable laws and ordinances.

ARTICLE XIII - AMENDMENTS

These bylaws may be altered, amended or repealed at any regular meeting of the WDB by a vote of two-thirds (2/3) of the voting members present where there is a quorum, provided notice of the proposed change shall have been mailed, e-mailed, or faxed to each representative no less than seven (7) days prior to such

meeting.

Adopted by Workforce Development Board on September 18, 2000
Amendment to Article VIII, Section A on November 18, 2002
Amendment to Article III, Section J; Article IV, Sections B & C; Article V, Section E; Article VI, Sections A, B, C & D; Article VII, Section A; Article VIII, Sections A, C & D; Article IV, Sections A, B, D; Article XIII – on September 22, 2003
Amendment to Bylaws on May 29, 2007
Amendment to Bylaws on January 17, 2012

Workforce Development Board Of Contra Costa County
Organization Bylaws

ARTICLE I - NAME

The name of this organization shall be the Workforce Development Board (WDB) of Contra Costa County.

ARTICLE II - SCOPE AND RESPONSIBILITIES

As set forth in the Workforce Investment Act of 1998 and subsequent actions by the Contra Costa County Board of Supervisors, the responsibilities of the WDB are:

A. Develop and submit a local workforce investment plan to the Governor, in partnership with the County Board of Supervisors, for the Contra Costa County Local Workforce Investment Area (LWIA), whose boundaries include the entirety of Contra Costa County, exclusive of the City of Richmond.

B. With the agreement of the Contra Costa County Board of Supervisors, designate one-stop operator(s) and terminate the eligibility of such operator(s) for cause; identify eligible provider(s) of youth activities in the Contra Costa County LWIA by awarding grants or contracts on a competitive basis, based on recommendations of the Youth Council; identify eligible providers of training services for adults and dislocated workers; and identify eligible providers of intensive services by awarding contracts which may be on a competitive basis if the one-stop operator does not provide such intensive services in the LWIA.

C. Develop a budget for purposes of carrying out the duties of the WDB subject to the approval of the Contra Costa County Board of Supervisors. The WDB may solicit and accept grants and donations from sources other than federal funds.

D. In partnership with the Contra Costa County Board of Supervisors, conduct oversight with respect to local programs of youth activities and local employment and training activities for employers, adults, and youth at the one-stop centers in the LWIA.

E. Negotiate and reach agreement on Workforce Investment Act local performance measures with the Contra Costa County Board of Supervisors and the Governor, and certify comprehensive One Stop Center(s).

F. Assist the Governor in the development of a statewide employment statistics system (e.g., labor market information system pursuant to the Wagner-Peyser Act).

G. Coordinate workforce development activities carried out in the LWIA with economic development strategies and develop other employer linkages.

H. Promote the active participation of the private sector in the local workforce investment system.

ARTICLE III - MEMBERSHIP

A. Members of the WDB shall be appointed by the Contra Costa County Board of Supervisors in accordance with federal and state law, and as further described below in Article II, Paragraphs B, C, and D.

B. Seat terms shall be staggered and of four years' duration. The term of each seat will commence on July 1st and terminate on June 30th four calendar years later.

C. The WDB will be comprised of at least 50% plus one of business members. The majority of these members shall 1) be owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policy-making or hiring authority, and 2) represent businesses with employment opportunities that reflect the employment opportunities of the local area. WDB membership shall include small businesses and minority-owned and women-owned businesses.

D. The non-business membership shall include members who are representative of categories set forth in Workforce Investment Act and related federal, state or local law. Representatives shall be individuals with optimum policymaking authority within the organizations, agencies, or entities they represent.

E. Members of the WDB shall either reside in or be representatives of businesses, organizations or agencies located within the LWIA.

F. The WDB may recommend to the Contra Costa County Board of Supervisors changes to the size and composition of its membership, provided that two-thirds of its members have voted to recommend the change. Recommended changes to size and composition of the WDB membership must be approved by the Contra Costa County Board of Supervisors.

G. The members of the WDB shall be reimbursed for mileage for their attendance at meetings in accordance with Contra Costa County travel reimbursement policies, if not otherwise reimbursed by their employer or by another source. A member shall make a request for reimbursement to the WDB Executive Director.

H. Members attending pre-arranged outside special functions on behalf of the WDB shall be reimbursed for expenses in accordance with Contra Costa County travel reimbursement policies, if not otherwise reimbursed by virtue of their job or by another source.

ARTICLE IV - STANDARD OF CONDUCT

Members of the Workforce Development Board will:

A. Avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain by recusing themselves from the discussion and action taken.

B. Exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

C. Disclose potential financial conflict of interest by filing Form 700 and all other necessary and required documents

D. Not solicit or accept money or any other consideration from any person for the performance of an act reimbursed in whole or part with Workforce Investment Act funds.

E. Not participate nor vote on contracts or grants relating to services provided by that member or the

entity he or she represents, if the member or the entity financially benefits from the decision.

F. Abide by all conflict of interest codes and attend requisite training.

ARTICLE V - TERMINATIONS

Any member may be terminated from membership on the WDB by one of the following actions:

A. Resignation.

B. Failure to attend three consecutive regularly scheduled full WDB and/or committee meetings, excessive excused absences from regularly scheduled WDB and/or committee meetings, or failure to resign when he/she ceases to be a representative of the group from which he/she was selected. Said conduct shall automatically be reviewed by the WDB Executive Committee, which in turn shall present a recommendation to the WDB. A majority vote of the WDB membership is needed to affirm the recommendation.

C. For conduct, activities, or interest detrimental to the purpose of the WDB. Said conduct is subject to review by the Executive Committee, which in turn shall present a recommendation to the WDB. An affirmative vote of fifty percent (50%) rounded-up, plus one (1) of the full membership is needed to ratify the recommendation.

ARTICLE VI - OFFICERS AND DUTIES

A. The number of officers shall be determined by the WDB. At a minimum, there shall be a Chairperson and Vice-Chairperson. Any two officer positions, except those of the Chairperson and Vice-Chairperson, may be held by the same person. Whenever possible, the outgoing Chair will continue to serve as an active board member as the Past Chair for at least one year.

B. Officers' terms will commence on July 1 and end on June 30 of the following calendar year.

C. The Chairperson shall preside at all WDB meetings, represent the WDB whenever the occasion demands, appoint members to committees, and call special meetings at any time necessary.

D. The Vice-Chairperson(s) shall assist the Chairperson and assume all the obligations and authority of the Chairperson in his/her absence, and shall chair the Executive Committee. In the event that the Vice-Chairperson(s) are not available, the Past Chair shall serve in this capacity.

E. The Chairperson and Vice-Chairperson(s) of the WDB will be selected from among members of the WDB who are representative of the business sector. In the event that there is not at least one WDB member currently sitting as Vice Chairperson, the Chair shall appoint a Vice Chairperson on a quarterly rotating basis. In making such appointments, the Chair will give preference to eligible Committee Co-Chairs.

F. A WDB member may serve as Chairperson for a period of no longer than three (3) years and as a Vice-Chairperson for no longer than three (3) years.

G. Any officer may be removed from office by the affirmative vote of fifty percent (50%) rounded-up, plus one (1) of the full membership for conduct, activities or interest detrimental to the interest of the

WDB, in accordance with Article V, section C.

ARTICLE VII - ELECTIONS

A. A Nominating Committee shall be convened each fiscal year to designate a new slate of officers for the following fiscal year. The Nominating Committee shall be chaired by the Immediate Past Chairperson who shall appoint at least two (2) other Board members, a majority of whom shall represent the business community. In the event the position of Immediate Past Chairperson is vacant, the Chairperson shall appoint the Chair of the Nominating Committee.

B. The period for officer nominations shall commence upon the establishment of the Nominating Committee and will close 30 days prior to the final regularly scheduled full board meeting of the fiscal year.

C. A report from the Nominating Committee on selection of officers shall be provided to the members in advance of officer elections and made available to the public.

D. An election of officers shall be held no later than the final regularly scheduled full WDB meeting of the fiscal year. Officers shall be elected by a majority vote of the members present. Terms of office shall begin at the beginning of each fiscal year.

ARTICLE VIII - VACANCIES

A. The WDB or its Executive Committee shall review scheduled and unscheduled membership vacancies as they occur and assess associated needs with appointing a replacement. The WDB and Executive Committee shall consider applicable federal and state membership guidelines in formulating a recommendation for review. A majority vote of members present at a WDB or WDB Executive Committee meeting is needed to affirm the recommendation.

B. The WDB Chairperson shall immediately report to the Contra Costa County Board of Supervisors any unscheduled vacancy. The WDB may recommend a replacement for each unscheduled vacancy to the Board of Supervisors no sooner than ten working days after the Clerk of the Board posts the special notice announcing the unscheduled vacancy.

C. A vacancy in any officer position may be filled by the WDB for the unexpired term of the position by a majority vote of the members attending a called meeting of the full board or the Executive Committee.

D. Nominations for appointment to the WDB shall be made in accordance with the Workforce Investment Act. Nominees will be presented by the WDB to the appropriate committee of the Contra Costa County Board of Supervisors' for review and advancement to the Board of Supervisors for final appointment to the WDB.

ARTICLE IX – QUORUM REQUIREMENTS

A. Fifty percent (50%) rounded-up of the authorized number of seats will constitute a quorum of the full WDB or a WDB committee. In the absence of 50 percent rounded-up in attendance, the meeting shall be cancelled no later than thirty (30) minutes after scheduled meeting time provided that entire WDB has been given proper notice as stated in these bylaws.

B. When issues arise that require members to recuse themselves from the voting process, this action will not count against the quorum count.

C. When a quorum is present, each regular voting member shall have one (1) vote when present. No proxies or absentee votes shall be permitted.

ARTICLE X - COMMITTEES

A. The WDB Chairperson may establish Standing Committees, Ad Hoc Committees and Advisory Panels as necessary and shall designate the chairpersons.

B. The size and purpose of each Standing or Ad Hoc Committee shall be determined by the WDB Chairperson, in consultation with the designated Committee Chairpersons. Every effort shall be made to ensure that each Standing committee is comprised of five (5) or more members of the WDB, the majority of whom are representative of the business sector.

C. Each WDB Standing Committee will have two (2) Co-Chairpersons with responsibility for conducting the regular business of that respective committee.

D. Any WDB member may serve as a Committee Chairperson or Co-Chairperson. WDB members may serve as Chairs of a single WDB Standing Committee for a period or no more than four (4) years.

E. There shall be an Executive Committee composed of the WDB Chairperson, the Vice-Chairperson(s), and a past WDB Chairperson, one (1) to two (2) voting members-at-large, and the Chairpersons of Standing Committees. In the event a past Chairperson is not available, the Chair may appoint an additional member-at-large. At least fifty percent (50%) plus one of the Executive Committee members shall be representatives of the private sector.

F. The Executive Committee shall meet monthly at a regularly scheduled time and is authorized to act on behalf of the Workforce Development Board on those matters delegated to it by the WDB. For those matters not delegated to it by the WDB, the Executive Committee is authorized to meet and act on behalf of the Workforce Development Board at such times as may be determined necessary by the Chairperson, provided that such actions taken by the Executive Committee shall be ratified by the WDB at its next regularly scheduled meeting.

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ARTICLE XIII - AMENDMENTS

These bylaws may be altered, amended or repealed at any regular meeting of the WDB by a vote of two-thirds (2/3) of the voting members present where there is a quorum, provided notice of the proposed change shall have been mailed, e-mailed, or faxed to each representative no less than seven (7) days prior to such

meeting.

Adopted by Workforce Development Board on September 18, 2000
Amendment to Article VIII, Section A on November 18, 2002
Amendment to Article III, Section J; Article IV, Sections B & C; Article V, Section E; Article VI, Sections A, B, C & D; Article VII, Section A; Article VIII, Sections A, C & D; Article IV, Sections A, B, D; Article XIII – on September 22, 2003
Amendment to Bylaws on May 29, 2007
Amendment to Bylaws on January 17, 2012

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: General Plan Amendment Study Request for Property Located at 2424 Olympic Boulevard, Saranap Area

RECOMMENDATION(S):

1. AUTHORIZE a General Plan Amendment (GPA) study to consider changing the land use designation for the 1.02-acre parcel located at 2424 Olympic Boulevard in the Saranap area, Assessor's Parcel No. 185-220-023, from Single-Family Residential – Medium Density (SM) to Single-Family Residential – High Density (SH).

2. ACKNOWLEDGE that granting authorization for this request does not imply any support or endorsement for the application to amend the General Plan, but only that this matter is appropriate for study.

FISCAL IMPACT:

None. If authorization is granted, the applicant will pay fees to cover the cost for a GPA (General Plan amendment) study.

BACKGROUND:

The Department of Conservation and Development is in receipt of a letter (Attachment A) from Dilip Kishnani, Principal, Sterling Consultants, requesting a GPA study involving property located at 2424 Olympic Boulevard in the Saranap area. The subject parcel is currently designated SM on the Land Use Element Map, Contra Costa County General Plan (2005-2020) and zoned R-10 Single-Family Residential District. As indicated on the preliminary site plan (Attachment B), the property owner wishes to develop the site with seven single-family residences, necessitating the land use designation change from SM (3.0-4.9 units/net acre) to SH (5.0-7.2 units/net acre). Attached

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Will Nelson, (925) 674-7791

cc:

BACKGROUND: (CONT'D)

for the Board's consideration under Attachment C are maps and aerial photos of the site and its surroundings, showing the existing and proposed General Plan land use designations. If the Board authorizes the GPA study, then the applicant will also file applications for a rezoning to Planned-Unit (P-1) District, major subdivision, and final development plan.

In addition to this request for authorization of a GPA study, the property owner has filed an application for a minor subdivision to develop four residences under the current zoning and General Plan designations. The minor subdivision is the fallback option should the GPA study not be authorized.

The subject site is a long, flat, narrow strip of land fronting Olympic Boulevard for approximately 448 feet. The site is approximately 200 feet west of the intersection of Olympic Boulevard and Boulevard Way/Tice Valley Boulevard. Between the site and the intersection is a small strip mall. Immediately north and west are single-family residences. Across Olympic Boulevard to the south are a gas station, additional single-family residences, and an undeveloped hillside. The site is developed with one single-family residence and contains numerous mature trees, mostly oaks.

Mr. Kishnani's letter explains that developing the site at its current General Plan density level is "economically challenging" because of its location along a busy arterial roadway and proximity to retail and commercial uses. He also suggests that a higher-density project would be more affordable and a good transition from the commercial properties at the intersection to the less-dense single-family residences to the north and west.

Staff believes that the request for a GPA study to consider changing the land use designation from SM to SH is reasonable. The subject site is underutilized, as it is slightly over one acre and occupied by only one residence. The County approved a three-lot minor subdivision on the site in April 2004, but the project was never implemented. In the intervening years there has been a shift towards emphasizing infill and increasing densities in already-developed areas. Additionally, a higher-density project may be more appropriate immediately adjacent to a commercial cluster and a high-volume arterial such as Olympic Boulevard. Therefore, staff recommends that the General Plan Amendment study be authorized. Authorization for this study, however, does not imply support or endorsement for the application to amend the General Plan, but only that this matter is appropriate for study.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not authorize the GPA study, then an application to amend the General Plan cannot be filed and the site will retain its SM land use designation. The property owner will then move forward with an application to subdivide the property into four lots instead of seven.

ATTACHMENTS

Attachment A - Letter from D. Kishnani, Sterling Consultants, Requesting General Plan Amendment Study

Attachment B -Preliminary Site Plan

Attachment C - General Plan Maps and Aerial Photo

STERLING CONSULTANTS
11040 Bollinger Canyon Road, Suite E-102, San Ramon, CA 94582

September 15, 2015

SEP 16 2015
GP15-0002
Dept of Conservation & Development

Mr. John Kopchik
Director, Contra Costa County
Department of Conservation & Development
30 Muir Road, Martinez, CA 94553

RE: **2424 Olympic Boulevard – Feasibility Request for General Plan Amendment**

Dear Mr. Kopchik:

On behalf of the owner of the subject property, I am formally requesting your office to consider the feasibility of a change in the General Plan designation of Single-Family Residential Medium Density (SM), which allows 3.0 to 4.9 units per net acre to Single-Family Residential High Density (SH), which allows for 5.0 to 7.2 units per net acre.

In support of the rezoning request from R-10 to a PD, since the parcel area is less than 5 Acres, I have compiled a list of projects smaller than 5 acres that have either been approved or are pending approval from your offices.

Application #	Acres	Units	Location	Status
RZ01-3109	0.59	16	Pleasant Hill BART	Approved
RZ06-3176	2.88	14	Bay Point	Pending
RZ12-3221	0.53	14	Pleasant Hill BART	Approved
RZ13-3223	2.6	23	Bay Point	Pending
RZ14-3224	4.6	196	Saranap	Pending
RZ14-3225	1.2	14	Parkmead	Approved

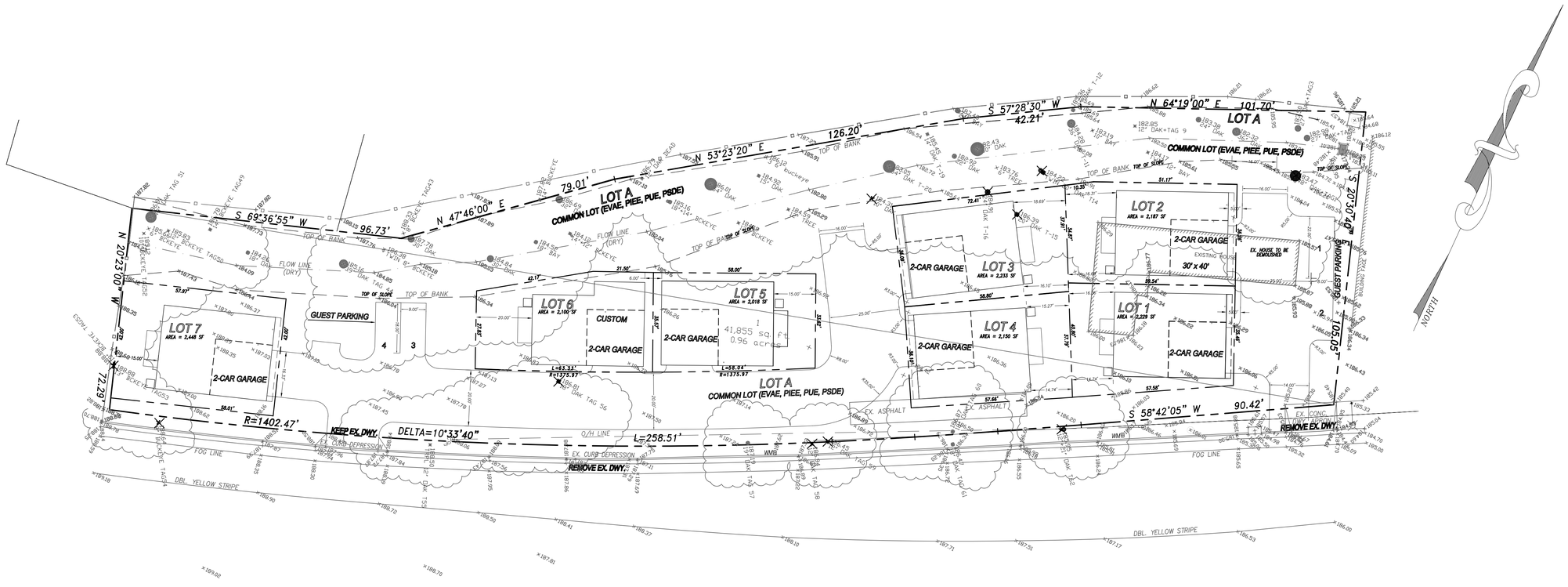
The subject parcel is long & narrow and is located along a busy arterial in un-incorporated areas close to City of Walnut Creek. The existing land use designation of R-10 is economically challenging because of the abutting street frontage, proximity to retail center to the east and commercial activities to the south (gas stations) across Olympic Boulevard. Additionally since the subject parcel is within a 1.2 mile of City of Walnut Creek downtown shopping area, a high-density project will be a more economically viable product for the younger potential future residents.

Based on the above location characteristics, we strongly believe that an aesthetically pleasing and properly designed single-family product in this neighborhood would be a welcome addition. The proposed density of 7.2 units/acre is within the allowable range and will serve as a good transition density from commercial/retail uses to the east & south to single-family residential uses to the north & multi-family residential to the west.

Sincerely

Dilip Kishnani, PE, QSD
Principal, Sterling Consultants

Enclosures: Preliminary Site Plan – 7 Single-Family Homes



PROJECT NOTES:

1. BASED ON A FIELD SURVEY, THE GROSS AREA OF THE PROPERTY IS 41,855 SQ. FT. (0.96 ACRES).
2. THE PROPOSED LAYOUT IS SCHEMATIC AND IS INTENTED TO DEPICT FEASIBILITY FOR CONSTRUCTION OF 7 SMALL LOT SINGLE FAMILY HOMES MEETING THE "SINGLE FAMILY HIGH DENSITY (SH)" LAND USE DESIGNATION.
3. EXCEPT FOR THE FOOTPRINT FOR LOT 6, ALL THE PRELIMINARY FOOTPRINTS SHOWN ABOVE ARE 30 FT WIDE BY 40 FT DEEP. THESE ARE SHOWN TO DEMONSTRATE THE POTENTIAL MAXIMUM SIZE OF THE PROPOSED 2-STORY HOMES. MAXIMUM HOUSE AREA SHALL BE APPROXIMATELY 2,200 SF.
4. THERE ARE 4 GUEST PARKING STALLS SHOWN FOR 7 HOMES PROVIDING A RATIO OF 0.57 SPACE PER HOME.
5. THE EXISTING DRIVEWAY CUTS ALONG OLYMPIC BOULEVARD SHALL BE REDUCED FROM 3 TO 2 TO MINIMIZE VEHICULAR CONFLICTS.
6. LOT GRADING UNDER THE DRIPLINES SHALL ADHERE TO RECOMMENDATIONS OF THE PROJECT ARBORIST REPORT.
7. THE PROPOSED DRIVE AISLES AND LOTS SHALL DRAIN TO THE REAR (NORTH) OF THE PROPERTY TO THE DRY LOCAL DEPRESSION FLOWING FROM WEST TO EAST.
8. PROPOSED COMMON LOT SHOWN (LOT A) IS PRELIMINARY AND MAY BE SPLIT UP INTO MORE COMMON LOTS TO REFLECT PURPOSE, I.E., PSDE, EVAE, PIEE ETC. ALL COMMON LOTS SHALL BE OWNED AND MAINTAINED BY THE PROJECT HOA .

PREPARED BY:
STERLING CONSULTANTS
ENGINEERING ■ SURVEYING ■ CONSTRUCTION SUPPORT
1104O BOLLINGER CANYON RD., SUITE B-102
SAN RAMON, CA 94582 PHONE: 925.705.3633
1sterlingconsultants@gmail.com FAX: 866.966.6343

GRAPHIC SCALE

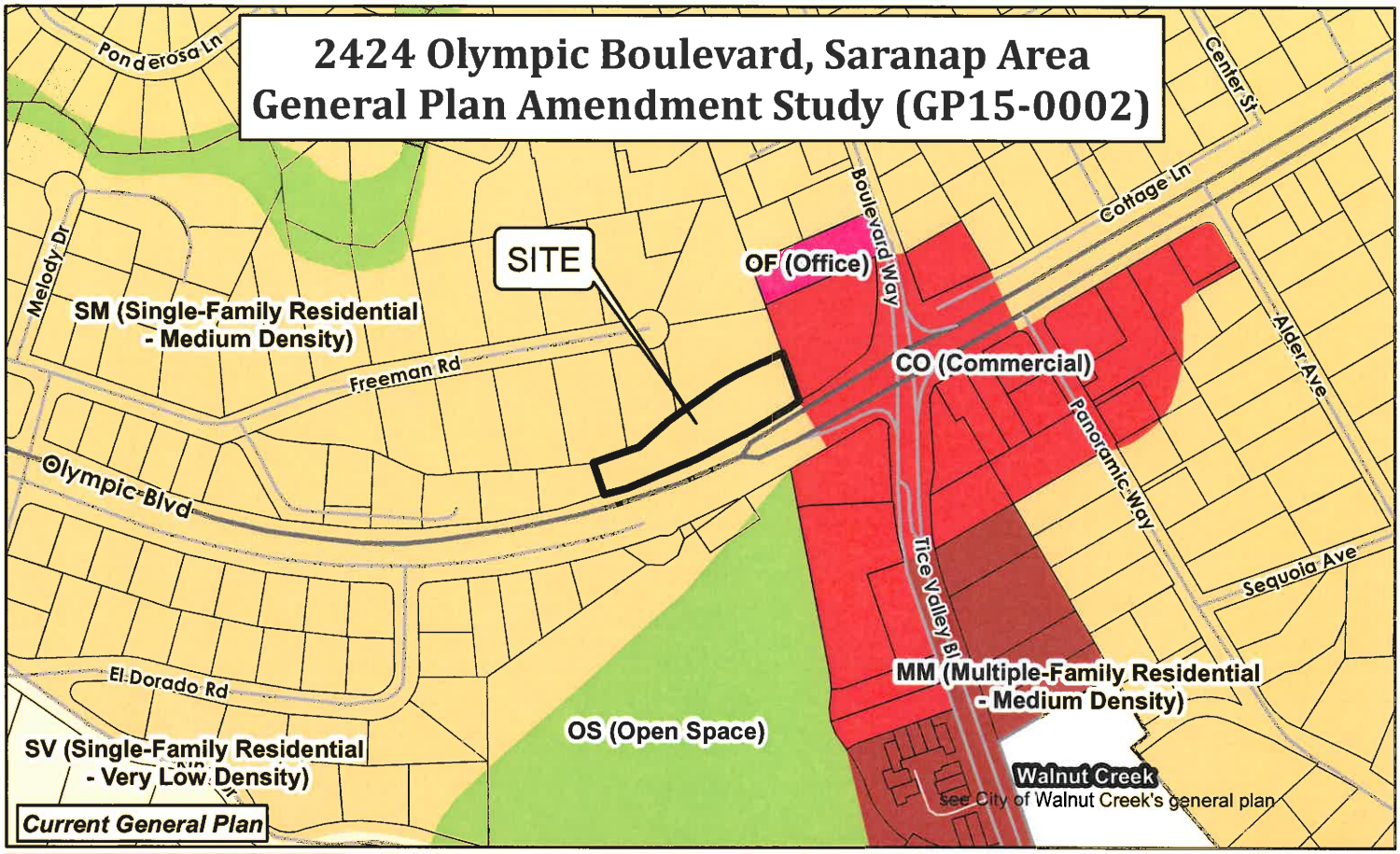
20 0 10 20 40 80

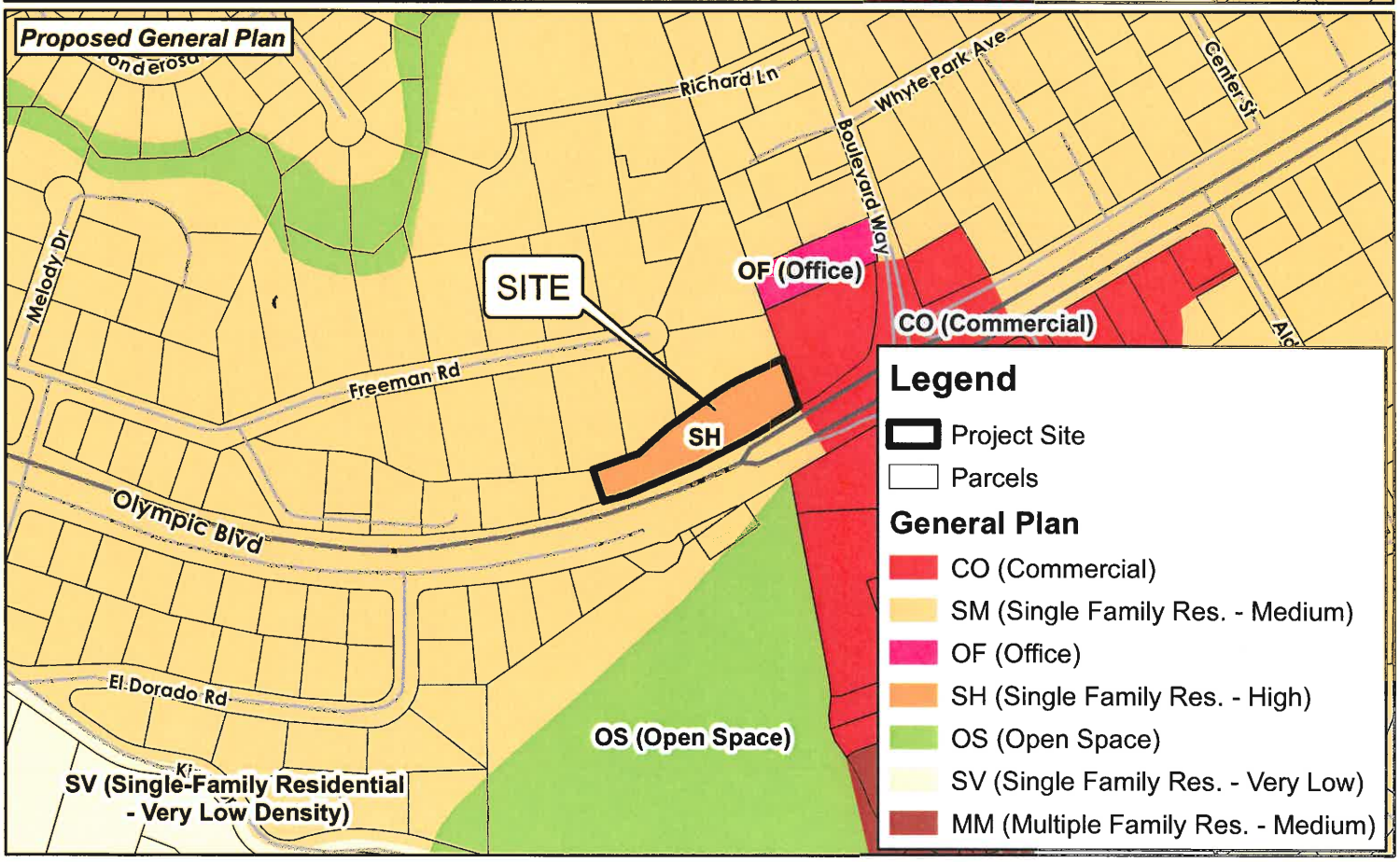
(IN FEET)
1 inch = 20 ft.

2424 OLYMPIC BOULEVARD

PRELIMINARY SITE PLAN (PD OPTION)
7 SINGLE FAMILY HOMES

2424 Olympic Boulevard, Saranap Area General Plan Amendment Study (GP15-0002)





N

0 165 330 660 Feet

Map Created 11/19/2015
by Contra Costa County Department of Conservation and Development, GIS Group
30 Muir Road, Martinez, CA 94553
37:59:41.791N 122:07:03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

2424 Olympic Boulevard, Saranap Area General Plan Amendment Study (GP15-0002)

0 65 130 260 Feet

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30 Muir Road, Martinez, CA 94553
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This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: Fish and Wildlife Committee 2015 Anuual Report

RECOMMENDATION(S):
ACCEPT the Contra Costa County Fish and Wildlife Committee 2015 Annual Report, as recommended by the Fish and Wildlife Committee.

FISCAL IMPACT:
None

BACKGROUND:
On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee report annually to the Board of Supervisors. The attached report presented for Board consideration was approved by the Fish and Wildlife Committee on November 18, 2015.

CONSEQUENCE OF NEGATIVE ACTION:
The annual reporting requirement to the Board of Supervisors would not be fulfilled.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

Contact: Maureen Parkes, 925-674-7831

cc:

ATTACHMENTS

Fish and Wildlife Committee 2015 Annual Report

Advisory Body Name: Contra Costa County Fish and Wildlife Committee
Advisory Body Meeting Time/Location: 3rd Wednesday of every month, 3 – 5 pm
2475 Waterbird Way County Public Works Department Road Maintenance Division lunch room
Chair: Daniel Pellegrini
Staff: Maureen Parkes and Abigail Fateman
Reporting Period: January 2015 – December 2015

1. Activities and Accomplishments: The Fish and Wildlife Committee (FWC) met monthly to discuss matters related to fish and wildlife issues in Contra Costa County (CCC). The Committee is responsible for running a grant program that expends the Fish and Wildlife Propagation Funds (funds that are collected by the CA Department of Fish and Wildlife for code violations). The Committee also hosts an annual Fall Forum to raise awareness among people working in law enforcement, environmental restoration, education and outreach about fish and wildlife issues.

Grant Program: The Committee received 15 proposals requesting Fish and Wildlife Propagation Fund grant funds during the regular grant cycle. The Committee reviewed the proposals, interviewed applicants and selected 11 of the 15 proposals for full or partial funding totaling $61,155 to recommend to the Board of Supervisors. Grants ranged from $950 to $10,100 each. The Committee reviewed progress and final reports from previous grant cycles and extended invitations to grantees to give presentations.

Outreach: The Committee hosted the annual Fall Forum on September 17th, which is open to the public and encourages people involved in fish and wildlife law enforcement issues in CCC to attend. Invited attendees included representatives of the California Department of Fish and Wildlife, Sheriff's Department, District Attorney's Office, Superior Court, Public Defender's Office, the East Bay Regional Park District Police, the Board of Supervisors and members of the public. Participants have indicated that the Fall Forums have been helpful in raising awareness and fostering cooperation on fish and wildlife issues and law enforcement. Approximately 85 people attended the event.

Volunteer Activities: Several members volunteer in the community with other organizations that are interested in fish and wildlife issues. Martha Berthelsen - Steering Committee for SPAWNERS; Rhonda Gehlke - Aquarium in the Classroom Program and Director of the Delta Science Center; Susan Heckly - Lindsay Wildlife Museum, CCC Master Gardener, International Wildlife Rehabilitation Council and the FWC representative on the CCC Integrated Pest Management Advisory Committee; Kathleen Jennings - Co-chair of the Peyton Slough Wetlands Advisory Committee; Danny Pellegrini - Contra Costa Mosquito and Vector Control District Board of Trustees, East Bay Regional Park District Park Advisory Committee, Sheriff's Posse of CCC (Barbeque Captain) and the Martinez Sportsmens Club.

Brochure: The Committee is updating the "Wildlife in Your Backyard" brochure.

Committee members were regularly updated on activities related to fish and wildlife in CCC which included 11 presentations and updates by guest speakers and grant recipients, as well as a field trip. A 12th presentation is tentatively scheduled for December. The presentations, updates and field trip are listed below:

- Presentation on "The Mt. View Sanitary District Wetlands Programs: Celebrating Community in CCC through Environmental Education and Wildlife Conservation." (Kelly Davidson, Mt. View Sanitary District)
- Two updates on the Draft Bay Delta Conservation Plan (twin-tunnel project). (Ryan Hernandez, Department of Conservation and Development)
- Update on the Temporary Emergency Drought Barrier in the Delta. (Ryan Hernandez, Department of Conservation and Development)
- Four presentations regarding potential impacts of outdoor cats on wildlife by: Susan Heckly (FWC member),Stephanie Buzzard (No Kill Contra Costa County), Lisa Kirk (Homeless Animals Lifeline Organization [H.A.L.O]) and Julie Linford (Outcast Cat Help)
- Presentation at the Fall Forum "California Department of Fish and Wildlife Wardens: Who They Are and What They Do" (Nicole Kozicki and Jessica Jacobsen, California Department of Fish and Wildlife Wardens)
- Field trip to Big Break Visitor Center and Big Break Regional Shoreline in Oakley
- Update on the activities of the CCC Integrated Pest Management Advisory Committee (Tanya Drlik, Contra Costa Health Services Department)
- Update on the Chelsea Wetlands project (Aaron Will, Ducks Unlimited, Inc.)
- It is anticipated that there will be a presentation at the December meeting on the "Trout in the Classroom" program by Ethan Rotman, CA Department of Fish and Wildlife.

2. Attendance/Representation The FWC is composed of ten members. Each Supervisor appoints a member and the Internal Operations Committee appoints four At-large members and one At-large alternate. The terms of the Committee members were converted from two-year terms to four-year terms, with four one-time, three-year appointments to achieve staggered expiration dates. The Committee meets monthly. As of November, the FWC met 11 times at which a quorum was always present. The December meeting has not occurred yet. The members were: Martha Berthelsen (D-1), Susan Heckly (D-II), Clark Dawson (D-III), Brett Morris (D-IV), Daniel Pellegrini (D-V), Rhonda Gehlke (At-Large), Kathleen Jennings (At-Large), Jeff Skinner (At-Large), Scott Stephan (At-Large) and Derek Jansen (At-Large Alternate).

3. Training/Certification At monthly meetings Committee members were regularly updated on activities related to fish and wildlife in CCC and had 11 presentations/updates and one field trip as of November. A 12th presentation is tentatively scheduled

for December (see Activities/Accomplishments). All members have viewed the required videos "The Brown Act and Better Government Ordinance – What You Need to Know as a Commission, Board or Committee Member" and "Ethics Orientation for County Officials." Certifications are on file for all of the members.

4. <u>Proposed Work Plan/Objectives for Next Year</u>

(1) FWC Operations:

- Develop and refine Work Plan (working document).
- Maintain FWC membership by advertising vacancies and forwarding applications to the Internal Operations Committee.
- Seek to coordinate with other Fish and Wildlife Committees on regional matters.
- Coordinate with the Contra Costa Watershed Forum.

(2) Make recommendations to the Board of Supervisors via the Internal Operations Committee for the appropriation of funds from the Fish and Wildlife Propagation Fund to support fish and wildlife projects in the community:

- Conduct grant program to solicit proposals, evaluate their relative merits, and recommend funding for projects which will contribute most to the fish and wildlife resources of the County.
- Develop and advertise FWC grant program by: 1) Reviewing past Request for Proposals (RFP), funding applications; and 2) Developing new RFP, funding application deadline, and funding priorities; and 3) posting to the County website, distributing these materials to the media, the FWC mailing list and RFP mailing list, and to anyone who requests them.
- Work with agencies, organizations, and individuals to help them plan and develop projects suitable for support from the Fish and Wildlife Propagation Fund.
- Monitor the efficiency and effectiveness of the grant disbursement process.
- Review funding applications received. Make recommendations to the Board of Supervisors via the Internal Operations Committee for the awarding of grants.
- Follow-up on projects that receive funding to assure that projects proceed as proposed. One way the FWC will do this is to extend invitations to prior Fish and Wildlife Propagation Fund Grant recipients to future meetings to give status reports, outcomes and presentations regarding their projects.
- Send out a letter to grant recipients requesting project status reports.

(3) FWC priorities for 2016:

- Make recommendations to the Board to approve Fish and Wildlife Propagation Fund grant applications for projects that increase collaboration with law enforcement agencies, the court, and community cultural organizations on enforcement issues and increase education focusing on communities that may be unaware of local fish and game laws.
- Provide public forum opportunities for open discussion on wildlife issues that affect CCC residents and impact natural resources in our County, increase outreach efforts and provide advisory updates to Board of Supervisors as needed.
- Develop and disseminate "Wildlife in Your Backyard" booklet and other projects for involvement of the FWC and the community in CCC.

(4) FWC projects (develop and prioritize a list of projects for potential FWC involvement; select projects for FWC involvement and provided appropriate support, including: initiation, planning, consultation, and/or funding):

- Make recommendations to the Board on awarding Certificates of Appreciation for significant contributions to the fish and wildlife resources of the County.
- Consider hosting a Wildlife Forum.

(5) Improve enforcement of fish and game laws and regulations; increase flow of money into the Fish and Wildlife Propagation Fund:

- Review status reports on Fish and Game Code enforcement in the County. Consider advising the Board on trends.
- Help assure that, when appropriate, a portion of fines from violations of laws designed to protect fish and wildlife resources is deposited in the Fish and Wildlife Propagation Fund. Promote awareness of the harm caused by violation of fish and wildlife regulations and the value of enforcement.
- Host a Fall Forum with law enforcement officials (CA Dept. of Fish and Wildlife, Sheriff's Dept., District Attorney's Office, Superior Court, Public Defender's Office, the East Bay Regional Park District Police) to discuss fish and wildlife issues and enforcement.

(6) Monitor and advise the Board on projects that may affect fish and wildlife resources in the county:

- Attend field trips to see major restoration projects and prior Fish and Wildlife Propagation Fund Grant recipients' projects in the County.
- Consider tours of East CCC Habitat Conservancy properties, Marsh Creek Fish Ladder, Walnut Creek Drop Structure, Dow Wetlands and Chelsea Wetlands at Pinole.

(7) Develop policy recommendations ("white papers") on fish and wildlife issues:

- Update FWC's "Wildlife in Your Backyard" pamphlet.
- Discuss impacts of invasive species.
- Discuss wildlife and human interaction / interface.
- Discuss public education on reducing the impact of cats on wildlife.
- Discuss the Bay Delta Conservation Plan and proposal for water conveyance tunnels under the Delta.

Contra Costa County

To: Board of Supervisors

From: FAMILY & HUMAN SERVICES COMMITTEE

Date: December 8, 2015

Subject: Accepting the Innovative Community Partnership Report

RECOMMENDATION(S):
ACCEPT the report from the Employment and Human Services Department (EHSD) on Innovative Community Partnerships.

FISCAL IMPACT:
No fiscal Impact.

BACKGROUND:
On January 6, 2015 the Board of Supervisors referred oversight and receipt of updates on EHSD's Innovative Community Partnerships to the Family and Human Services Committee.

On November 9, 2015, EHSD presented on its partnerships that span nonprofit, faith, business, philanthropy and other governmental agencies. These collaborations give children and families access to housing, better health care and a seamless transition into Head Start so their parents can work. Partnerships like this are vital to building a vibrant, healthy and thriving Contra Costa County with opportunities for everyone. The Committee received the attached report from the Department and directed staff to transmit the report to the Board of Supervisors for their information. This report outlines some of the innovative approaches taken to accommodate community needs during the recent economic difficulties.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

Contact: Paul Buddenhagen (925) 313-1615

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Board and the public will not receive current information on EHSD's Innovative Community Partnerships.

ATTACHMENTS

Innovative Community Partnership Report

CONTRACOSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

MEMORANDUM

Kathy Gallagher, Director

40 Douglas Drive, Martinez, CA 94553 • (925) 313-1500 • Fax (925) 313-1575 • www.ehsd.org

To: Family and Human Services Committee
Supervisor Federal D. Glover, District V, Chair
Supervisor Candace Andersen, Vice Chair

From: Kathy Gallagher, EHSD Director

Date: November 9, 2015

Subject: **FHS Referral #110 -- Innovative Community Partnerships**

RECOMMENDATION

ACCEPT the attached report on the Employment & Human Services Department's innovative community partnerships.

Innovative Partnership #1: *HousingWorks!*

Contra Costa's *HousingWORKs! Program is our version of the* CalWORKs Housing Support program. It is a partnership between the County's Employment & Human Services Department, Health Services Department and Shelter Inc. to permanently house homeless CalWORKs families.

More Information about the CalWORKs Housing Support Program & *HousingWORKs!*:

- The CalWORKs Housing Support Program (HSP) was created by the California State Legislature and the Governor as part of the 2014-15 budget, and assists homeless CalWORKs families by helping them obtain and keep permanent housing.
- In FY 2014/15 it was funded at $20 million which was put out to competitive bid open to all counties.
- Contra Costa County EHSD and CCHS collaborated on a proposal and was one of twenty counties awarded funding (42 applied). We received $1 million.
- *HousingWorks!* uses the rapid rehousing model, an evidence-based and nationally recognized practice. The United States Department of Housing and Urban Development and the United States Interagency Council on Homelessness have both identified rapid rehousing as a best practice that is more cost-effective than the traditional homeless shelter models.

- Shelter Inc. provides all of the services for families in the program. Staff from Shelter Inc., EHSD and CCHS, meet each month to ensure coordination and outstanding services. These services include: help finding and securing permanent housing, landlord negotiation, credit repair, legal services, emergency housing, financial literacy, utility and rental deposit assistance, moving costs, and time-limited rental subsidies. All of these services are paired with intensive case management and expectations of participant accountability.

- Last year more than 250 homeless CalWORKs families were referred into the program; 100 were housed.

- Currently there are more than 70 families with a roof over their heads because of this program. However many homeless CalWORKs families remain homeless and our goal is to house 100 this year.

- EHSD's reapplication for funds requested $1.8 million this year and we received $1.4 million.

- The partnership between two county departments and a strong nonprofit is helping the county's poorest families lead healthier, more productive lives.

Partnership #2: Rebuilding the Family Service Centers -- SIT & SparkPoint

Established in 1994, the Contra Costa County Service Integration Program co-located county and nonprofit agency service providers and community residents in neighborhood-based centers to provide accessible, coordinated social services tailored to meet the specific needs and goals of low-income families, while also engaging families in resident-driven efforts to revitalize their communities. The success of this program's Service Integration Team (SIT) model stemmed from the synergistic relationship between its two key program components: (1) integrated case management services and (2) neighborhood-building activities.

The Service Integration Program/SparkPoint was a leader in creating public/private strategies that improved outcomes for low-income children, youth and families. Following are Service Integration innovations from years past, which provide a roadmap to further ways to improve outcomes for County departments:

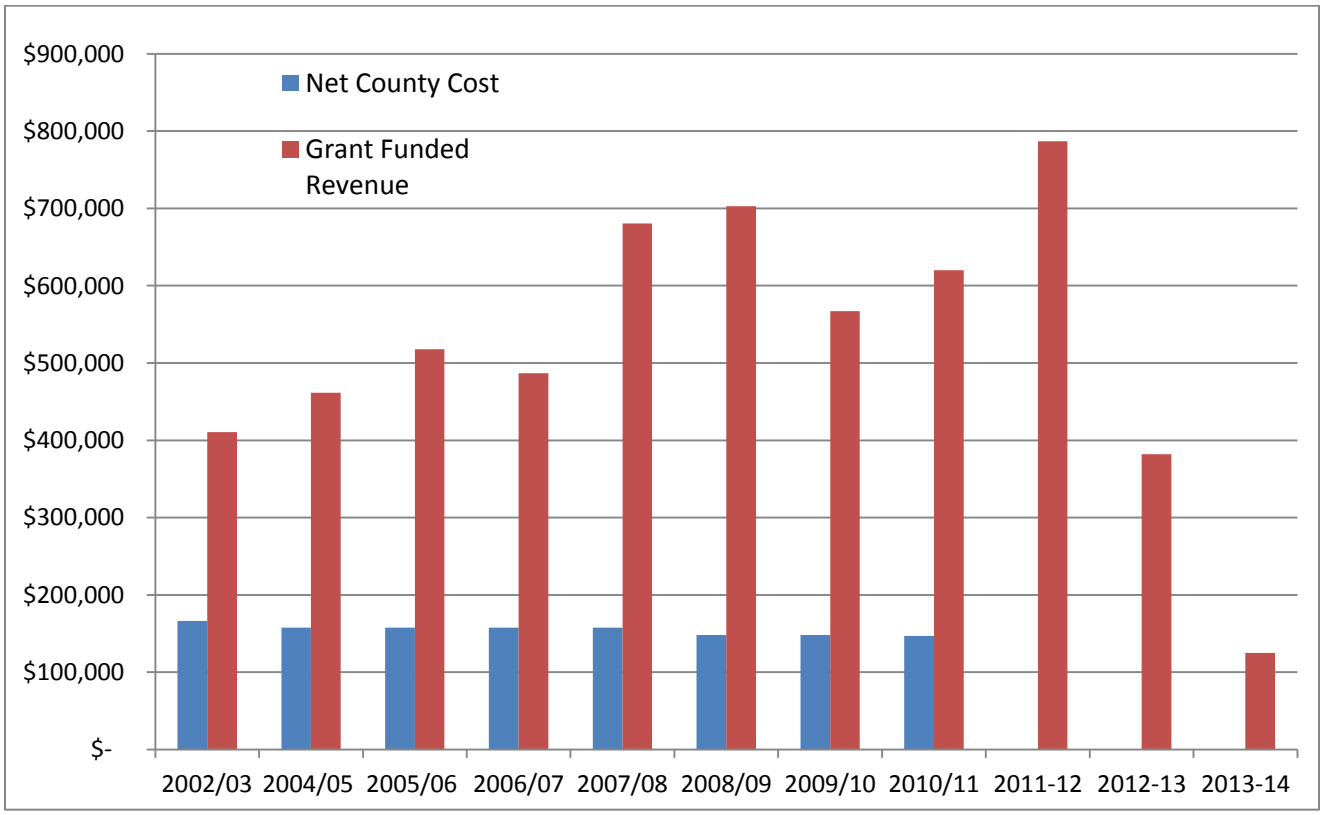
- Developing new paradigms of inter-agency collaboration and creating necessary tools to support this work, including cross-agency information-sharing protocols, an integrated case management system and an effective family conferencing model.

- Redefining County-community partnerships to help fundamentally shift the way in which our public agencies work with residents of low-income communities.

- Launching new initiatives and strategies, such as free tax preparation services (Volunteer Income Tax Assistance), community career centers, employment-focused service delivery, County--Schools projects, the African American Supporting Fathers Involvement Program, SparkPoint and even a little league in North Richmond.

Due to the effectiveness of this model, the Service Integration Program has received local, state and national awards and has been the subject of articles and research studies.
The Service Integration Program has been successful in leveraging its positive outcomes to raise money for new innovative programs that benefit Contra Costa's most impoverished families. The chart below contrasts SIT's private revenue with net county cost from 2002/03 to 2013/14.

SIT Revenue 2002– 2014
NCC VS Non County



Current Status & Plan

Through the recession, the Service Integration Program lost its public health nurses, mental health counselors, probation officers and nonprofit partners. North Richmond's SIT is currently staffed with CalWORKs, CalFresh and Med-Cal workers as well as several MSW interns. In Bay Point, SIT transitioned into a SparkPoint Center, with nonprofit staff from several agencies working with EHSD staff to help people reach economic stability and self-sufficiency.

Each of these sites needs to be assessed for what's needed and then staffed to meet the needs. One of EHSD's three strategic initiatives has a goal to do just this. Staff from each of the department's bureaus has formed a workgroup to assess and rebuild the existing centers and to survey the county for opportunities for further partnerships. These might build on existing collaboratives like the First 5

Centers or the Family Justice Centers. EHSD is committed to dramatically enhancing its partnerships to better serve county residents.

Conclusion

The two innovative partnerships highlighted in this report are but two examples of many. EHSD has partnerships that span nonprofit, faith, business, philanthropy and other governmental agencies. For example our Community Services Bureau works closely with the Health Department on the Nurse Family Partnership. This collaboration gives children from families in the Nurse Family Partnership access to better health care and then a seamless transition into Head Start so their parents can go to work. We believe partnerships like this are vital to building a vibrant, healthy and thriving Contra Costa County with opportunities for everyone.

Contra Costa County

To: Board of Supervisors

From: INTERNAL OPERATIONS COMMITTEE

Date: December 8, 2015

Subject: PHASE 1 TRIENNIAL ADVISORY BODY REVIEW RECOMMENDATIONS

RECOMMENDATION(S):

APPROVE Internal Operations Committee recommendations from Phase I of the Triennial Advisory Body Review:

1. TERMINATE the County's participation on the Bay Area Library Information System Advisory Council.

2. REASSIGN Phyllis Gordon to the At Large #7 seat and ABOLISH At Large seats #16-20 on the Contra Costa Commission for Women; DIRECT the Commission to revise its Bylaws to reflect a total membership of 20 seats (one from each Supervisorial District and 15 At Large) plus one Alternate, and the standard County quorum requirement, which is a majority of authorized seats or, in this case, 11, and to submit the revised bylaws to the Board of Supervisors for consideration.

3. APPROVE recommendations of the Health Services Department in Attachment A with regard to the Alcohol and Other Drugs Advisory Board.

4. DIRECT the following departments to report back to the IOC in March 2016 with updates on the issues identified in the background of this report:

- EHS Director or designee regarding the Advisory Council on Aging
- Agricultural Commissioner/Director of Weights & Measures or designee regarding the Agricultural Task Force
- Health Services Director or designee regarding the Emergency Medical Care Committee, and potential merger of the Hazardous Materials Commission and the Public and Environmental Health Advisory Board
- County Librarian regarding the Library Commission

☑ APPROVE ☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☑ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Julie DiMaggio Enea (925) 335-1077

cc: CAO, CoB, IOC Staff, Health Services, EHS Director, Ag Commissioner, County Librarian, HSD Director

RECOMMENDATION(S): (CONT'D)
>

5. REQUEST the Airport Land Use Commission and the Board's Airports Committee to review the functions of the Aviation Advisory Committee to determine if advisory functions continue to be necessary, and make a recommendation to the Board of Supervisors.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The Board of Supervisors has asked a number of county residents, members of businesses located in the county and/or county staff to serve on appointed bodies that provide advice to the Board on matters of county or other governmental business. Members provide a resident's, business or county staff perspective on a wide variety of policy issues or programs that the Board oversees. Their efforts can directly affect the quality of life in Contra Costa County and they provide countless hours in this public service.

Appointees begin their official advisory body involvement through Board action and serve for a specified term. Each body has an enabling charge and bylaws, which spell out structure, work processes and the expectations of members. Although bodies do not have the authority to hire employees, most bodies have been assigned county or contracted staff to assist the Chair, Vice Chair and the members with conducting the business of each body and providing regular reports, recommendations and advice to the Board or other units of government. The business of each body is public and governed by all the applicable state and local laws about transparency and availability of the body's records to the members of the public. Some bodies are required to adopt a conflict of interest code, although the Fair Political Practices Commission asked, in 2014, that we review all bodies with these code requirements to see if they are legally necessary, according to State Law. Bodies are expected to file an annual work plan with the Board and a list of goals and priorities that will guide their work for that year. They also are asked to submit an annual report that summarizes their accomplishments and activities.

Periodically the BOS evaluates and examines the advisory bodies to determine if any changes are needed in the structure, composition, Board charge, enabling mandate, assignments or the inner workings of the bodies. Some of these reviews have led to changes in bylaws, membership requirements, structure, enabling charges, assignments/duties or sun-setting of the body. Beginning in 2010 and concluding in 2011/2012, the BOS conducted an extensive review of advisory body policies, makeup and structures and passed Resolution Nos. 2011/497 and 2011/498, which revised and restated the Board's governing principles for the bodies. The Resolutions dealt with all bodies, whether created by the Board as discretionary or those that the BOS is mandated to create by state or federal rules, laws or regulations. The Resolutions directed the CAO/CoB's Office to institute a method to conduct a rotating triennial review of each body and to report on the results of that review and any resulting staff recommendations to the BOS, through the IOC, on a regular basis.

The Resolutions laid out the questions and issues on which the Supervisors wanted the report to be based and directed that the information be requested from and submitted by each advisory body once every three years. Board members were particularly interested in whether or not advisory bodies should continue in their existing forms or structures and if their duties or membership should be changed. They also asked for staff comments on the possibility to sunset committees or to merge bodies together to achieve efficiencies, greater productivity or better service to the public.

This year, the IOC reviewed staff feedback and recommendations from the first phase of the current triennial review. What follows is a summary of our conclusions and the context for our recommendations.

- Bay Area Library Information System Advisory Council (BALIS): The County Librarian advised that this mandatory body has been sunset by the State of California and can be deleted from the list of Advisory Bodies to whom the BOS makes an appointment (see Recommendation No. 1)

- Advisory Council on Aging: Our study indicated that there might be "mission creep" in the work of this

mandatory body, into both program and policy areas, rather than the body remaining in strictly an advisory role to the BOS and the Area Agency on Aging for plan development. We recommend that the Employment and Human Services Director report back to the IOC on these issues. We also recommend maintenance of the requirement for members of this body to file an annual Form 700.

- Countywide Bicycle and Pedestrian Advisory Committee of Contra Costa Transportation (Joint Powers) Authority (CCTA) and Countywide Bicycle Advisory Committee of Contra Costa County We considered these two bodies together because there can be confusion about their differing obligations. The first committee is a mandatory component of the regional CCTA transportation planning efforts. The second body is a BOS discretionary body that meets informally, usually once per year, to review revenue allocations and comment on whether or not bicycle and pedestrian projects are included in projects funded by the CA Department of Mass Transportation. The Conservation and Development Director reviewed all aspects of the discretionary body's work and recommends that no change be made to the County's Bicycle Advisory Committee. We concur with that recommendation.

- Economic Opportunity Council: We had concerns about reports that most of the Community Services Block Grant (CSBG) received by the EOC was being expended on County staff costs instead of on programs. EHS Director Kathy Gallagher gave us a report about the functioning of the commission and allocation of administrative costs in the CSBG budget. Kathy expressed concerns with the direction given by the State for doing the CSBG budget. She disagrees with the State's direction and how inconsistent is it compared to other similar revenue streams within EHSD. She plans on talking to state officials later this month to gain more clarity. We asked Ms. Gallagher to report back in 90 days after consultation with the State (see Recommendation No. 4).

- Hazardous Materials Commission: We recommend no changes to this mandatory body.

- Agricultural Task Force Commission: In 2012/13, this discretionary body did not convene and did not have current bylaws. We recommend that the newly appointed Department Head review the charge, work and structure of this body and bring recommendations for any changes, including sunset or merger with other advisory bodies, back to the IOC for further consideration and direction (see Recommendation No. 4).

- Alcohol and Other Drugs Advisory Board (AOD): When originally created, this body was mandated by State law; that mandate was repealed in 1993. The only issue that arose from our review is the extensive amount of County staff time that appears to be necessary to support the subcommittee work undertaken by this body. We asked the Health Services Department to reevaluate the highly formal structure of the AOD to reduce County staff workload related to agendas, meeting packages, reports and minutes. HSD transmitted its recommendations in the attached memo (Attachment A), which describes three subcommittees, a meeting schedule and staffing allocation. We concur with these recommendations (see Recommendation No. 3).

- Arts and Culture Commission (AC5): This discretionary advisory body is the only entity allocated funds ($15,000) within the County's budget to help carry out its activities. The body has developed a regional and Statewide reputation and focus to promote the arts. Outside of promotion, however, the advisory role to the BOS appeared minimal. We asked the CAO to explore with with the AC5's members whether or not the entity should reconsider/redefine its focus as an advisory body to the Board or explore spinning off as a non-profit organization. The membership prefers to remain a BOS advisory body for the time being. We, therefore, recommend no changes at this time.

- Aviation Advisory Committee (AAC): Staff recommends that the County's policy-making Airport Land Use Commission and the standing BOS Airports Committee review the functions of the discretionary AAC to determine if advisory functions continue to be necessary at this time (see Recommendation No. 5). If a determination is made to continue the body, the necessity of filing the Form 700 should be reviewed by County Counsel.

- Commission for Women: This discretionary advisory body's major activities are to regularly host and

participate in local, regional, and national seminars and outreach activities on women's issues. The advisory role to the BOS appeared minimal. The body, which has an authorized membership up to 25 plus an alternate, reported having difficulty meeting quorum requirements for meetings. We recommend that the number of At Large seats be decreased by 5 to 15, bringing the total authorized seats to 20 plus an alternate. We also recommend that the Commission's bylaws be updated to reflect the decrease in seats and also to make the quorum requirements consistent with County policy, which is a majority of authorized seats or in this case, 11 (see Recommendation No. 2).

- Emergency Medical Care Committee: Although the current activities and scope of this discretionary advisory committee appear to exceed the original purposes for which the body was established, we recommend no changes in committee structure at this time. The CAO laid out a plan with the EMCC to review its bylaws and rewrite them, especially as they relate to membership and size of the committee. The full Committee will review the proposed by-law changes and come to the BOS for review and approval. The Supervisors may wish to incorporate some of this entity's work activities into an appropriate BOS Standing Committee or expand the EMCC's official charge.

- Historical Landmarks Advisory Committee: The functions of this discretionary advisory committee have primarily been to assist the Department of Conservation and Development to identify historical sites within the County and affect registration as landmarks. The body meets about three times per year. The Conservation and Development Director has reviewed the work of this committee and requests that the BOS continue it as an advisory body to both the Department and the Supervisors, with the same structure, duties and membership as currently exists.

- Integrated Pest Management Advisory Committee: Based on the materials submitted by this discretionary body, its activities appear to have focused a significant amount of effort on evaluating internal operations of the County departments with whom it interacts. We suggest no specific changes at this time.

- Library Commission: This discretionary advisory body has enabling legislation, passed in collaboration with the Mayors' Conference, which continues in effect until the end of 2016. We recommend that the County Librarian (who was not yet hired when this review process was conducted) make a review, and work with the Commission to submit a current annual report and work plan to the BOS.

- Public and Environmental Health Advisory Board (PEHAB): This discretionary body did not submit a response to our Triennial Review survey. However, the Health Services Department did report that the body has stopped meeting for an indefinite period and there is also is no staff support available at this time. The Department has asked for some additional time to permit the newly hired Public Health Director to review PEHAB's charge and structure and report back to the IOC. Strong consideration should be given to merging PEHAB with the Hazardous Materials Commission.

ATTACHMENTS

Attachment A_HSD Recommendations on Alcohol & Other Drugs Advisory Board

ATTACHMENT A

CYNTHIA BELON, LCSW
BEHAVIORAL HEALTH DIRECTOR

CONTRA COSTA COUNTY
BEHAVIORAL HEALTH DIVISION

ALCOHOL AND OTHER DRUG
SERVICES ADMINISTRATION
1220 Morello Avenue, Suite 200
Martinez, CA 94553
Ph (925) 335-3330
Fax (925) 335-3318

TO: Theresa Spieker, Chief Assistant County Administrator

FR: Fatima Matal Sol, Program Manager
Submitted for: Cynthia Belon, Behavioral Health Division Director

RE: Triennial Advisory Body Review- Phase I of III. Item B2 Contra Costa County Alcohol and Other Drugs Advisory Board- AOD Administration Recommendations

DT: August 3, 2015

Referral History

The Board of Supervisors established the Alcohol and Other Drugs Advisory Board (AODAB) of Contra Costa in 1992 in response to State legislation (Health and Safety Code 11809 and 11964 (k) that mandated the establishment of Drug Advisory Boards and Alcohol Advisory Boards by counties. On March 2, 1993, this legislative mandate was repealed when the Legislature approved Senate Bill 627, as reported in Legislative Counsel's Digest "Permit[s] a county to eliminate or consolidate any health advisory boards that are required by state law or regulation, or in any existing contract with the [State]." Consequently, the State mandate for the county to create advisory boards was abolished under SB627 in 1993. On June 28, 1993, the IO Committee amended the status of the AODAB from a State-mandated committee to a discretionary advisory body of the Board of Supervisors to conduct outreach and education on behalf of its constituencies, who are individuals and groups seeking to access, deliver or improve the County's drug and alcohol related services and programs.

On March 6, 2007, the BOS adopted a formal process or Triennial Review through Board Order OA.6 to conduct a comprehensive review of all Boards and Commissions on regular basis. Reviews of the County's citizen advisory bodies started in 2005 and continued through 2011/12. The purpose of the periodic reviews is to provide the BOS with the opportunity to make various policy changes, procedural, structural or program recommendations for some bodies, and sun-setting or consolidation of others. In April 2015, the Internal Operations Committee of the Board of Supervisors during the first phase of the Triennial Review of Advisory Bodies conducted a comprehensive evaluation of several advisory bodies, including the Alcohol and Other Drugs Advisory Board.

The outcome of the review conducted in April 2015, was noted in the Triennial Review of County Advisory Bodies report. Pages 15 through 16 specifically focus on the Alcohol and Other Drugs Advisory Board, and it includes staff recommendations to the Alcohol and Other Drugs Administration to reevaluate the highly formal structure of the Advisory Board to reduce county staff workload and the amount of county resources dedicated to prepare and deliver reports, agendas, meeting packages, and detailed minutes.

Referral Update

The IO Committee directed AOD Program Manager and the BH Director to determine ways to continue AODAB outreach and advocacy activities and to continue supporting the mission of the Board while mitigating the level of county staff dedicated to support the AODAB's work-related activities. The IOC also requested staff to report back with its findings and recommendations to continue supporting the AOD Board's mission with alternate organizational structure models.

Recommendation[s] Next Steps

After a substantial review of the AOD Board's structure and reviewing other County's advisory body structures, along with other existing Counties' AOD Boards, the following are recommendations based on the role, focus, mission and target population of the AOD Board.

Mission and Role

Both the Behavioral Health Division and the Alcohol and Other Drugs Administration value and clearly benefit from the advice and assistance from the AODAB to obtain inclusive and diverse stakeholder participation in the BH Integration process, supporting the development and update of Strategic Plans, and is overall consistent with the organizational values of our services.

The AOD Board has a significant history of acting as a catalyst for creating opportunities for dialogue with the community to learn and provide input on various AOD emergent issues. For instance, prescription drug abuse, underage drinking, alcopops, reentry, needle exchange, marijuana legalization, etc. The AOD Administration is cognizant of the key role of the AODAB and values their volunteer time as they assist AOD in eliciting participatory and diverse community stakeholder processes.

Unlike other advisory committees, it is recommended however, that Board members clearly understand that they are not a statutory body which must comply with statutory regulation requirements and that their role also does not include program funding decisions or recommendations. An overwhelming amount of time is spent by staff with individual Board members who confuse the role and function of the AOD Board with that of other statutory bodies in the county. The latter can be best accomplished through an orientation by AOD staff and by BOS staff during the recruitment and interview process.

Structure

The mission of the AODAB is to assess and advocate for family and community needs regarding prevention and treatment for alcohol and other drug related problems; and to provide the resultant findings and recommendations to the Health Services Department and the Board of Supervisors. The AOD Board currently operates through four [4] committees: Executive, Public Policy, Youth and Family, and Community Awareness.

The proposed structure will preserve the mission of the Board, while streamlining the amount of staff dedicated resources by reducing the number of committees from 4 to 3, redistributing functions and reducing meeting frequency. Specifically we propose:

1) Elimination of the Public Policy and Youth and Family committees. Public policy becomes a function of all committees.
2) Maintain ***Executive Committee*** which is responsible for providing leadership and direction to the Board and ensuring that committees follow the mission and remain consistent to the established Board goals and objectives. The Executive committee shall meet three [3] weeks before the monthly Board meeting. The Executive Committee shall, 1) construct the meeting agenda, and 2) consider any issues previously delegated during Board meetings or as requested by individual board members or members of the public. Though any committee or members may recommend policy and legislation, the Executive Committee will take the lead in promoting understanding and discussion of AOD relevant policy and legislation. All legislative items are brought to the Executive Committee for approval. See ***Attachment 1***
3) Create an ***AOD Program & Services Committee***- to review and understand treatment and prevention modalities by all life cycle populations in the AOD system of care identify gaps and make recommendations. Standing meetings are every other month, unless projects and activities require more frequency of meetings.
4) Maintain ***Community Awareness***- to continue education regarding AOD relevant information and emerging issues impacting the community. The committee shall maintain People Who Make a Difference Awards and is responsible for the coordination and assignment of Annual Resolutions to the BOS [4 campaigns] during the year. Standing meetings are every other month, except during the People Who Make a Difference Awards.

Governance & Staff Support

It is recommended that the Board maintains monthly meetings in order to keeps its visibility and on-going advisory role as a body of expertise in AOD relevant related issues. All meetings are open to Board members and the public in consistency with the provisions of the Brown Act and better government ordinance laws. The Board will continue utilizing Robert's Rules of Order procedures to ensure a fair, efficient and equitable framework for decision making across the organization. The Executive Committee will also meet on a monthly basis to ensure direction on committee projects, events and preparation of Board agendas and packets. Conversely, Committees will alternate meetings 6 months during the year. Unless required by membership or the actual project, staff will not attend committee meetings. The committee is responsible for note-taking and submission of notes to county staff. County staff will continue to take Board meetings minutes, as well as support the distribution of all committee agendas and meeting packets. Only Board meeting agendas and minutes will be posted online with accompanying handouts on HSD's webpage. These minutes will depict summaries of agenda items, discussions and any group positions taken by each member. County staff will continue to maintain the files of the Board and the overall support to the Board will consist of .15FTE prevention coordinator, .20FTE Clerk, and .5FTE Chief

Agenda Packet Schedule

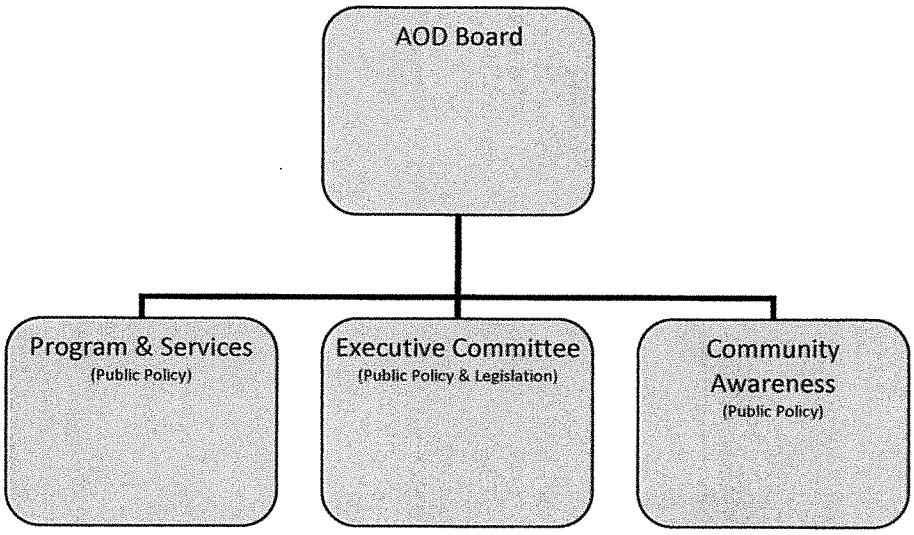
Every January, staff will develop and distribute a schedule of submission of agendas with back up materials. The Chair of the AOD Board is responsible for the Executive Committee and of submitting materials on the dates stipulated by county staff, to ensure ample time for the preparation, distribution and posting of agendas and back up material.

ACCEPT the Report and recommendations therein;
DIRECT county AOD staff to implement recommendations by working in conjunction to the AOD Board officers to amend Bylaws to reflect staff recommendations

Fiscal Impact

No Fiscal Impact

NEW PROPOSED STRUCTURE- ALCOHOL AND OTHER DRUG ADVISORY BOARD (*Appendix 1).*



AOD Program Service Modalities/Population Matrix

MODALITIES/POPULATIONS	Prevention	Treatment	Recovery
Children			
Families			
Youth			
Women			
TAY			
Adults			
Older Adults			

Meeting Frequency

GROUP	MONTHLY	BY-MONTHLY	ALTERNATE SCHEDULE
AOD Board	X		
Executive Committee	X		
AOD Program & Services		X	X
Community Awareness		X	X

Contra Costa County

To: Successor to the Contra Costa County Redevelopment Agency

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: Subordination Agreement - Palacek Manufacturing Facility Owner Participation Agreement

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a subordination agreement under which the Successor Agency will subordinate a deed of trust held by the Successor Agency that secures the performance of Palacek Imports pursuant to an Owner Participation Agreement (OPA) under which Palacek was granted $500,000 by the Redevelopment Agency in 2005.

FISCAL IMPACT:
No General Fund impact. The OPA was funded in 2005 using redevelopment funds.

BACKGROUND:
In 2005, Palacek Imports requested assistance from the Redevelopment Agency in order to make financially feasible the construction of improvements and relocation of the business to 601 Parr Blvd., North Richmond. The Redevelopment Agency provided a grant in the amount of $500,000 for construction of improvements in accordance with terms and conditions of the Owner Participation Agreement. The construction of the improvements and relocation of the business generated significant employment opportunities in the North Richmond Project Area, redeveloped approximately 25 acres of underutilized land and vacant manufacturing facility, achieved major goals and objectives of the Redevelopment Plan, generated significant tax increment revenue, and stimulated further private sector reinvestment and redevelopment of the Project Area.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: Stacey M. Boyd, Deputy

Contact: Maureen Toms, 925-674-7878

cc:

BACKGROUND: (CONT'D)

The owner's performance of the contingent repayment obligation for the grant was secured by a deed of trust in favor of the Redevelopment Agency. The Agency agreed to subordinate the lien of the Agency Deed of Trust only to the lien of the deed of trust to Wells Fargo Bank. The owners are in the process of refinancing the senior debt on the property, which requires a new subordination agreement to a new senior lender. The subordination agreement also updates the Agency information due to the dissolution of the Redevelopment Agency.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Board's approval, the business would be unable to refinance their senior debt.

ATTACHMENTS

Subordination Agreement

RECORDING REQUESTED BY
OLD REPUBLIC TITLE COMPANY

Order No.: 0435018727
APN: 408-082-001

WHEN RECORDED MAIL TO:
Contra Costa County Successor Agency
30 Muir Road
Martinez, CA 94553

SPACE ABOVE THIS LINE FOR RECORDERS'S USE

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 8th day of December, 2015, by Palecek Imports, Inc. and Richmond Land Group, LLC., owner of the land hereinafter described and hereinafter referred to as "Owner", and the County of Contra Costa, a political subdivision of the State of California, Successor in interest to the Contra Costa County Redevelopment Agency hereinafter described and hereinafter referred to as " the Agency", present owner and holder of the deed of trust and the Owner Participation Agreement dated August 16, 2005 between Owner and the Agency (the "OPA") first hereinafter described and hereinafter referred to as "Beneficiary":

WITNESSETH

THAT WHEREAS, Palecek Imports, Inc. and Richmond Land Group, LLC. did execute a deed of trust, dated October 01, 2005, to Chicago Title Company, as Trustee, covering;

See "Exhibit A" attached hereto and made a part hereof to secure the OPA in the sum of $500,000.00, in favor of the Agency, which deed of trust was recorded on August 11, 2006, in Book/Reel N/A, at Page/Image N/A, Series/Instrument 2006-0254952,Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of $10,200.00, dated _____, in favor of Bank of Marin, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien of charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD.

(1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned;
(2) That Lender would not make its loan above described without this subordination agreement;
(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

(a) He/She consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, Including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
(c) He/She intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned In favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that In reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered Into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Signature of Beneficiary(s)

Signature of Owner(s)

The County of Contra Costa, Successor in Interest to the Contra Costa County Redevelopment Agency

_____

By:

Its:_____

Palecek Imports, Inc.

By:_____

Its:_____

Richmond Land Group, LLC.

By:_____

Its:_____

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

State of _____

County of _____

On the _____ before me, _____ a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature: _____

Name: _____

(Typed or Printed)

(Seal)

Contra Costa County

To: Board of Supervisors

From: Supervisor Candace Andersen and Sheriff-Coroner David Livingston

Date: December 8, 2015

Subject: "Stepping Up" to Reduce the Number of People with Mental Illnesses in Jails

RECOMMENDATION(S):
ADOPT Resolution No. 2015/456 to affirm County's commitment to reduce the number of people with mental illnesses in our County jails, commit to sharing lessons learned with other counties in our state and across the country to support a national initiative, and encourage all county officials, employees, and residents to participate in the "Stepping Up" initiative.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The National Association of Counties (NACo), the Council of State Governments (CSG) Justice Center, and the American Psychiatric Association Foundation (APAF) have come together to lead a national initiative to help advance counties' efforts to reduce the number of adults with mental and co-occurring substance use disorders in jails. With support from the U.S. Justice Department's Bureau of Justice Assistance, the initiative will build on the many innovative and proven practices being implemented across the country.

In May 2015, NACo and partners at the CSG Justice Center and APAF launched

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

, County Administrator and Clerk of the Board of Supervisors

By: Stephanie L. Mello, Deputy

Contact: Jill Ray, (925) 957-8860

cc:

BACKGROUND: (CONT'D)

Stepping Up: A National Initiative to Reduce the Number of People with Mental Illnesses in Jails and announced a Call to Action demonstrating strong county and state leadership and a shared commitment to a multi-step planning process that can achieve concrete results for jails in counties of all sizes. As part of this Call to Action, county elected officials are being asked to pass a resolution and work with other leaders (e.g., the sheriff, judges, district attorney, treatment providers, and state and local policymakers), people with mental illnesses and their advocates, and other stakeholders to reduce the number of people with mental illnesses in jails.

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

In support of Stepping Up, the National Association of Counties (NACo), the Council of State Governments (CSG) Justice Center, and the American Psychiatric Association Foundation (APA Foundation) are hosting a National Summit on Reducing the Prevalence of Individuals with Mental Illnesses in Jails (National Summit). The National Summit will be held Sunday, April 17, 2016 – Tuesday, April 19, 2016 in Washington, D.C.

Today's action affirms the commitment of Contra Costa County to reduce the number of people with mental illnesses in our County jails as part of the Stepping Up Initiative.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County will not adopt a formal resolution stating its commitment to participating in the Stepping Up Initiative.

CHILDREN'S IMPACT STATEMENT:

No impact.

AGENDA ATTACHMENTS

Resolution No. 2015/456

MINUTES ATTACHMENTS

Signed Resolution No. 2015/456

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

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

AYE:	5	**John Gioia** **Candace Andersen** **Mary N. Piepho** **Karen Mitchoff** **Federal D. Glover**
NO:		
ABSENT:		
ABSTAIN:		
RECUSE:		

Resolution No. 2015/456

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

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

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

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

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

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

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

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

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

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

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

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

available treatment and service capacity, while considering identified barriers;

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

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

Contact: Jill Ray, (925) 957-8860

ATTESTED: December 8, 2015

, County Administrator and Clerk of the Board of Supervisors

By: Stephanie L. Mello, Deputy

cc:

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

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

AYE:	5	**John Gioia** **Candace Andersen** **Mary N. Piepho** **Karen Mitchoff** **Federal D. Glover**
NO:		
ABSENT:		
ABSTAIN:		
RECUSE:		

Resolution No. 2015/456

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ATTESTED: December 8, 2015

, County Administrator and Clerk of the Board of Supervisors

By: Stephanie L. Mello, Deputy

Contact: Jill Ray, (925) 957-8860

cc:

Contra Costa County

To: Board of Supervisors

From: Keith Freitas, Airports Director

Date: December 8, 2015

Subject: 2015 REPORT FROM BOARD ADVISORY BODY

RECOMMENDATION(S):
RECEIVE 2015 Annual Report submitted by the Aviation Advisory Committee.

FISCAL IMPACT:
Not Applicable

BACKGROUND:
On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, on the second Tuesday in December.

The attached report fulfills this requirement for the Aviation Advisory Committee.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Beth Lee, (925) 681-4200

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Not applicable.

ATTACHMENTS

AAC 2015 Annual Report

Contra Costa County Aviation Advisory Committee
2015 Annual Report to Board of Supervisors

Advisory Board Meeting Time/Location: 10:00 AM on the 2nd Thursday of every month at either Buchanan Field or Byron Airport.

Advisory Body Chair: Ronald Reagan

Airport Staff: Keith Freitas/Beth Lee

Activities

- Monthly review of noise statistics, operations report and airport development projects.
- Discussions of airport projects and programs to disseminate information and solicit input from members and public.
- Discussions of issues facing the airports and airport community.
- Input to the Airport Director, Airport Committee and Board of Supervisors on issues affecting the County's airports and surrounding communities.
- Participation in community outreach efforts.
- Quarterly review of the airports year to date and end of year forecast financial reports.
- Annual review of input on the Part 150 Noise Mitigation recommendations.

Accomplishments

Discussed and advised on the following:

- Contra Costa County Airports website upgrade and associated videos to better promote airport activities and enhance usability
- Buchanan Field and Byron Airport security in to response to incidents at Buchanan Field
- Aerobatic Box Training Advisory Letter to Buchanan Field, and Byron Airport pilots, as well as to other surrounding area airports to increase awareness of public complaints regarding noise and safety concerns associated with aerobatic flights occurring in the Brentwood area
- Buchanan Field East Ramp Pavement and Rehabilitation Project including activities related to temporary displacement of tenant aircraft during resurfacing work
- Byron Airport General Plan Amendment including discussion to modify land use zoning, extend airport access to Vasco road and upgrade utilities to attract a broader tenant revenue base, and increase benefit to east county communities
- Byron Airport Pavement, Signage and Lighting Project including discussion regarding minimizing impact to tenants and airport operations during rejuvenation work
- 7th Annual Tenant Appreciation BBQ held at Buchanan Field in May
- Buchanan Field Museum proposal including discussion of requested lease rate concession, the merits of an aviation museum, and the lack of a formal business plan to evaluate the tangible cost and benefits to the public, airport and county

Accomplishments (continued)

Discussed and advised on the following:

- Economic Development Incentive Program (EDIP)including providing input regarding efforts to increase airport usage, public benefit and revenue through projects focused on:

Both Airports

1. Marketing/Public Relations
2. Bring More People to Airports
3. Tenant Financial Incentives / Inducements

Buchanan Field

1. Improving Airport Signage
2. Developing Heart of the Airport
3. Dedicated Aircraft Display Area
4. Expand Recreational Opportunities (both public & pilots)
5. Improved Security
6. Improve John Glenn Dr. Appearance

Byron Airport

1. Extend Runway
2. Utility Connections / Services
3. Jet A Fueling Facility
4. Expand/Rehabilitate Facility
5. Improve Security

- 2015 CPI Hangar Rate Increase including recommendation to freeze current rates to make them competitive with other local airports, as well as retain existing tenants and attract new tenants
- Aircraft Tie Down Spaces Storage Box Usage Authorization including encouraging development of airport guidelines in response to tenant requests
- Aircraft Static Display Project including AAC workgroup strategy to develop a volunteer staff to manage activities related to aircraft display safety, scheduling, advertising, and aircraft showing verification.

Completed or performed the following:

- Through the Tenant Recognition Program recognition awards given to:
  - Civil Air Patrol Squadron 44 for their role in locating a downed aircraft based out of Buchanan Field, and
  - Scott Achelis, Richard Johnson, and Roland Williams for fulfilling the aviation wishes of an ailing child
- September 2015 Board of Supervisors Aviation Committee meeting briefed members on AAC activities year to date

Attendance/Representation

- AAC is composed of members representing each of the supervisorial districts, the cities of Concord and Pleasant Hill, Diablo Valley Community College, the Airport Business Association and 2 at-large positions for a total of 11.
- Quorums are achieved at all meetings with good participation from members.
- The AAC is a diverse group of aviation professionals, retired executives, consultants and educators. There is a balanced mix of pilots and non-pilots.
- Several committee members are also involved in other county and city advisory bodies, committees and commissions.

Attendance/Representation (continued)

- Current AAC member roster is as follows:

AAC Members	Representing	2015 Appointment Status
Rudi Raab	District 1	
Mike Bruno	Airport Business Assoc.	
DeWitt Hodge	Member at Large	
Ronald Reagan	District 3	Reappointed
Derek Mims	City of Pleasant Hill	Reappointed
Russell Roe	District 5	
Keith McMahon	City of Concord	
Roger Bass	District 2	Reappointed
Maurice Gunderson	Member at Large	Newly appointed
Tom Weber	District 4	
Tina Dodson	DVC	Newly appointed

- Current AAC Officers:

AAC Member	Position	Election Status
Ronald Reagan	Chair	Newly elected
Mike Bruno	Vice Chair	Former Chair
DeWitt Hodge	Secretary	Newly elected

Training/Certification

- Committee members requested to review and comply with Brown Act.

Proposed Objectives for 2016

- Continue to review and advise on the Byron Airport General Plan Amendment including encouraging expedited completion of the commissioned study and other efforts to improve infrastructure and road access.
- Continue to review and advise on the Economic Development Incentive Program (EDIP)including promoting progress on EDIP associated projects.
- Monitor and advise on additional Buchanan Field runway and taxiway maintenance projects planned.
- Continue to oversee AAC workgroup efforts to pilot the aircraft static display concept, and develop a volunteer staff to manage aircraft static display activities.
- Continue to monitor, review and advise on activities and incidents impacting airport security.
- Continue to pursue community and tenant outreach efforts at both airports.
- Continue to review and advise on airport budget, noise statistics and overall operations.
- Continue to work with community members relative to noise concerns or problems.
- Continue regular discussions with Airport Staff on airport development, projects and issues, as well as disseminate information, and offer recommendations and comment.
- Continue to provide the public an open forum for discussing airport matters.

Acknowledgements

Airport Staff:

The airport staff is applauded for the diligence and professionalism exercised in the operations of Buchanan Field and the Byron Airport, as well as their partnership with and support of the AAC. Their attention to detail and responsive customer service is emblematic of their commitment to the communities, tenants and pilots served by these airports. They strive to not only care for these valued resources, but are invested in enhancing their benefit to the public, local commerce and general aviation.

The Economic Development Incentive Program (EDIP):

The Economic Development Incentive Program (EDIP) is a game changing approach to revitalizing and enhancing the services and public benefit offered by Buchanan Field and the Byron Airport. With the guidance provided by airport management, the EDIP Committee and the AAC, EDIP focuses on addressing the challenges that impede the full potential of these facilities as a vibrant economic hub in the community. The program has already put into motion projects to enhance access to airport information and increase public interaction and visits. Other projects to follow with further infrastructure upgrades, increase public awareness and use, and facilitate greater tenant economic opportunities.

This work is exciting, necessary and multifaceted. Those who have come together to make this happen are to be congratulated.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Disposal of Surplus Property

RECOMMENDATION(S):
DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of a 2002 Bell Jet Ranger Helicopter no longer needed for public use and RESPOND to City of Los Angeles' Request For Quotation #4723 seeking to purchase a used Bell Jet Ranger Helicopter as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Section 1108-2.212 of the County Ordinance Code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is a 2002 Bell Jet Ranger helicopter from the Sheriff's Office.

CONSEQUENCE OF NEGATIVE ACTION:
Public Works would not be able to dispose of the surplus helicopter and recover funds from its sale.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Daniel Lesnick, (925)313-2376

cc:

ATTACHMENTS

Surplus Vehicles &
Equip

ATTACHMENT TO BOARD ORDER DECEMBER 8, 2015

Department	Description/Unit/Make/Model	Serial No.	Condition A. Obsolete B. Worn Out C. Beyond economical repair D. Damaged beyond repair
SHERIFF	2002 BELL 206B JET RANGER HELICOPTER (REG. # N601CC) 2565 HOURS	4565	B. WORN OUT

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Discharge from Accountability for Certain Health Services

RECOMMENDATION(S):
AUTHORIZE the discharge from accountability for certain Health Services accounts which are not collectible due to one or more of the following reasons: the accounts are being discharged in bankruptcy; debtors are deceased, the statute of limitations for pursuing recovery of the debt has expired; the cost of recovery is excessive; and/or the debtor no longer resides in the state.

FISCAL IMPACT:
The charges of the accounts to be discharged total $26,912,535.78. These accounts cover multiple years from 2001 to 2014. No net impact on the Enterprise Fund or General Fund. Reserves for these accounts were established during the year of service delivery.

BACKGROUND:
The Health Services Department has received confirmation from Rash Curtis & Associates (collection service) that these accounts in the collection system are not recoverable due to one or more of the following reasons: the accounts are being discharged in bankruptcy; debtors are deceased; the statute of limitations for pursuing recovery of the debt has expired; the

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Pat Godley, 957-5405

cc: T Scott, M Wilhelm

BACKGROUND: (CONT'D)

cost of recovery is excessive; or the debtor no longer resides in the state. Based on the stated facts, the Health Services Department should write off these accounts as "Charity Care" pursuant to Contra Costa Health Services Compliance Charity Care Program Policy #708-C.

CONSEQUENCE OF NEGATIVE ACTION:

Health Services Enterprise Find I will continue to carry uncollectible accounts and reserves in the books, thereby overstating the receivable and reserve accounts.

CHILDREN'S IMPACT STATEMENT:

No impact.

Contra Costa County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 8, 2015

Subject: California WaterFix Change Petition to Water Rights Application with the State Water Resources Control Board

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to take the following actions on behalf of the County and Contra Costa County Water Agency:

1. File a protest with the California State Water Resources Control Board (SWRCB) against the Department of Water Resources and U.S. Bureau of Reclamation's joint change petition related to the California WaterFix project, and take related actions; and
2. Participate in related SWRCB proceedings.

FISCAL IMPACT:

No impact to the General Fund. The estimated cost of $50,000 to file the protest and participate in the protest proceedings, including costs for Water Agency staff and consultant and County Counsel, will be paid with Contra Costa Water Agency funds. This estimated cost may be covered within the current Water Agency budget by dedicating existing resources to this task.

BACKGROUND:

On August 25, 2015, the California Department of Water Resources (DWR) and the U.S. Bureau of Reclamation (Reclamation) jointly submitted a Petition to the State Water Resources Control Board (SWRCB) for a change to the DWR and Reclamation water rights. The Petition requests that the SWRCB authorize the addition of three additional

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Ryan Hernandez
(925)674-7824

cc:

BACKGROUND: (CONT'D)

points of diversion to the water rights for both the State Water Project (SWP) and Central Valley Project (CVP) to allow construction of the key Delta conveyance components of the California WaterFix project.

Planning for the WaterFix proposed project began in 2006 as part of the Bay Delta Conservation Plan (BDCP) program. The BDCP initially intended to provide net benefits to key fish species by reducing exports from the south Delta, minimizing reverse flows in the south and central Delta, and by restoring more than 100,000 acres of ecosystem habitat in the Delta. Another goal of the BDCP was to increase water supply reliability for the export water contractors in southern California, including greater water supply and water quality security in the event of a large earthquake in the Delta region.

Nearly ten years later, the Delta ecosystem continues to decline and the current drought has highlighted significant problems with groundwater management and subsidence in the San Joaquin Valley and the lack of dry year supplies. Continuing subsidence of lands within the Delta, increasing seismic risks and Delta levee vulnerabilities, and rising sea levels caused by global climate change, will further exacerbate these problems.

In 2009, the California legislature passed the Delta Reform Act, which set new State policy of achieving the two coequal goals of providing a more reliable water supply for California and protecting, restoring, and enhancing the Delta ecosystem. (California Public Resources Code Section 29702(a)). Inherent in the coequal goals are the additional objectives of improving water quality in the Delta and protecting the Delta as an evolving place.

In November 2013, DWR and Reclamation released a BDCP Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS). Contra Costa County submitted a lengthy comment letter outlining in detail why the Draft EIR/EIS was inadequate and failed to achieve either of the coequal goals. The County's letter requested that additional alternatives involving new storage and demand reduction actions be studied that could achieve the coequal goals.

In January 2014, the key state agencies responsible for water management and regulation in California released the California Water Action Plan that laid out a portfolio of actions to achieve the coequal goals: water conservation, regional self-reliance, protect and restore important ecosystems, expand water storage capacity and improve groundwater management, etc.

In April 2015, it was announced that the State and federal agencies will no longer be pursuing the BDCP, but would be separately pursuing a WaterFix conveyance-only project and a separate EcoRestore project to complete only 30,000 acres of ecosystem restoration (most of which was already required by the state and federal project biological opinions and is long overdue).

In July 2015, DWR and Reclamation released the BDCP/California WaterFix Partially Recirculated Draft EIR/Supplemental Draft EIS (RDEIR/SDEIS) with three new alternatives that no longer incorporated habitat restoration actions. This document, prepared in haste, was even more inadequate, and even failed to include any modeling of the new alternatives, or any corrected modeling of the flawed analyses in the November 2013 BDCP Draft EIR/EIS. On October 30, 2015, Contra Costa County submitted another detailed comment letter pointing out the inadequacies of the proposed project and the environmental documents.

Unfortunately, the proposed WaterFix conveyance-only project fails to help restore and sustain key fish species or the Delta ecosystem, significantly degrades water quality in the Delta, actually increases rather than decreases exports during the driest periods when the Delta ecosystem is most vulnerable, and fails to produce any new usable water or increase long-term water supply reliability for California.

The water rights Petition filed by DWR and Reclamation in August is inadequate and is based on flawed and incomplete environmental documents that fail to disclose to the public or decision makers the exact operating criteria for the project or the major problems the project will cause for other water users, the Delta ecosystem and water quality in the Delta. On October 20, 2015, before the comment period on the WaterFix RDEIR/SDEIS had closed, the SWRCB released a Notice for the water rights Petition, and a water rights hearing. To protest this Petition and to

participate in the water rights hearing process, the Department, on behalf of the County and Water Agency, will need to file a water rights protest and submit a Notice of Intent to appear on January 5, 2016. A pre-hearing conference will be held on January 28, 2016. Copies of witnesses' proposed testimony, witness qualifications, and exhibits for Part 1 of the hearing need to be submitted by March 1, 2016; however, the County would likely only participate in Part 2 of the hearing, which will not take place until after a WaterFix Final EIR/EIS is completed.

Grounds for Filing Protest: The County would protest the WaterFix water rights petition based on allegations that the proposed change: (a) would have an adverse environmental impact; (b) would not best conserve the public interest or public trust uses; and (c) would be contrary to law. The WaterFix project would also cause injury to legal users of water from the Bay-Delta system, and other uses are entitled to file a protest under this category.

The WaterFix project would harm the Bay-Delta environment to the detriment of key fish species, and urban, agricultural and recreational water users in the Delta. Proceeding with a conveyance-only project intended only to benefit the export water contractors south of the Delta is not in the public interest. The State and federal administrations should instead develop a project that implements a portfolio of actions, consistent with the 2014 California Water Action Plan, and actually contributes to achieving the coequal goals. The WaterFix project is contrary to the California Environmental Quality Act statutes because it fails to avoid or mitigate significant adverse environmental impacts, and fails to comply with the 2009 Delta Reform Act and the coequal goal requirements.

For these reasons, DCD staff recommends that the Board of Supervisors approve the recommended actions.

CONSEQUENCE OF NEGATIVE ACTION:

If the Department is unable to file a protest, then the County and Water Agency will not be able to participate in the SWRCB proceedings, and will not be able to challenge any final decision of the SWRCB.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: New and Recredentialing Providers in Contra Costa Health Plan's Community Provider Network

RECOMMENDATION(S):
Approve the list of providers recommended by the Contra Costa Health Plan's Peer Review and Credentialing Committee on November 10, 2015, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:
Not Applicable.

BACKGROUND:
The National Committee on Quality Assurance (NCQA) has requested evidence of Board of Supervisors 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.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Patricia Tanquary, 313-6004

cc: Tasha Scott, Marcy Wilhelm, Heather Wong

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

ATTACHMENTS

Attachment

Contra Costa Health Plan
Providers Approved by Peer Review and Credentialing Committee
November 10, 2015

CREDENTIALING PROVIDERS NOVEMBER 2015	
Name	**Specialty**
Dao, Bao, M.D.	Hematology/Oncology
Karan, John, M.D.	Neurology
Le, Vuong, BCBA	Behavior Analysis
Ledford, Brynna, M.Ed.	Behavior Analysis
Li, Ho-Yin, M.D.	Anesthesiology
Lubbers, John, BCBA-D	Behavior Analysis
Nelson, William, M.D.	Anesthesiology
Tung, Chiu, M.D.	Anesthesiology
Wallace, Shannon, BCBA	Behavior Analysis
Wong, Wendy, M.D.	Surgery - Orthopaedic

RECREDENTIALING PROVIDERS NOVEMBER 2015	
Name	**Specialty**
Barakeh, Joseph, DO	Ophthalmology
Batten, Kristine, M.D.	Cardiovascular Disease
DeVane, Matthew, DO	Cardiovascular Disease
Fieser, Carl, M.D.	Pain Management
Krouse, John, M.D.	Cardiovascular Disease
Matin, Bita, DDS	Dentist
Pham, An, M.D.	Primary Care Pediatrician
Port, Bryan, Psy.D.	Mental Health Services
Ruzicano, Raymond, M.D.	Psychiatry
Schaefer, Robert, DC	Chiropractic Medicine
Seslar, Jon-Paul, DPM	Podiatry
Shah, Samir, M.D.	Ophthalmology
Sidhu, Pramodh, M.D.	Cardiovascular Disease
Veal, Ulanda, M.D.	Primary Care Pediatrician
Wulff, Christopher, M.D.	Cardiovascular Disease

RECREDENTIALING ORGANIZATIONAL PROVIDER NOVEMBER 2015		
Provider Name	**Provide the Following Services**	**Location**
Odyssey Healthcare Operating A, LP dba: Gentiva Hospice	Hospice	Alameda

bopl-November 10, 2015

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Replace site for HRSA scope of project

RECOMMENDATION(S):
APPROVE the request of the Health Services Department to replace the designation of the Antioch Health Center at 3505 Lone Tree Way with the new Antioch Health Center at 2335 Country Hills Drive, Antioch, as the service site within the scope of the Health Care for the Homeless Project through the Health Resources and Services Administration, as recommended by the Health Services Director..

FISCAL IMPACT:
No impact.

BACKGROUND:
As the governing board for the Health Care for the Homeless (HCH) Project, the Board of Supervisors must approve all requests for change in scope of project through the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).

This request is to replace an existing service delivery site with a new service delivery

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Dan Peddycord, 313-6712

cc: T Scott, M Wilhelm, Rachael Birch

BACKGROUND: (CONT'D)

site not currently in the scope. The existing service delivery site is the Antioch Health Center located at 3505 Lone Tree Way in Antioch. The new service delivery site is 2335 Country Hills Dr., Antioch. Upon approval, HRSA will recognize the new Antioch Health Center as a Health Center approved by the HCH governing board, providing health services to the homeless population in Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not have HRSA approval to provide services at the new site.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa County

To: Board of Supervisors

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

Date: December 8, 2015

Subject: Annual CHDP and CCS Program Certifications

RECOMMENDATION(S):
AUTHORIZE the Chair of the Board of Supervisors to sign the Certification Statements for the Child Health and Disability Prevention Program and the California Children's Services Program as required by the State of California.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The State of California requires an annual statement certifying that the County Child Health and Disability Prevention (CHDP) Program and the California Children's Services Program will abide by all regulations and laws set by the State. These statements must be signed by the program manager,, health officer and chair of the local governing board. That certifications are attached.

CONSEQUENCE OF NEGATIVE ACTION:
If the certifications are not signed and returned to the State, the County will not be in compliance with program requirements.

CHILDREN'S IMPACT STATEMENT:
Not applicable.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Dorothy Sansoe, 925-335-1009

cc: T. Scott, Marcy Willhelm

ATTACHMENTS

CHDP
Certification

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: Contra Costa Fiscal Year: 2015-2016

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CHDP Director	10/9/15 Date Signed
Signature of Public Health Director or Health Officer	10/13/15 Date Signed
CHDP Program Manager Signature and Title of Other – Optional	10/8/15 Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson	Date

Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 8, 2015

Subject: Request for Relief of Cash Shortage

RECOMMENDATION(S):
AUTHORIZE relief of cash shortage in the Health Services Department, Discovery House Petty Cash Fund, in the amount of $540.88, as recommended by the Auditor-Controller.

FISCAL IMPACT:
The cash shortage in the amount of $540.88 will be funded with 100% client fees.

BACKGROUND:
In accordance with provisions of Administrative Bulletin 207.7, the Auditor-Controller has verified and concurs with the department's report of a cash shortage in the amount of $540.88.

The shortage is the result of checks written on the Alcohol and Other Drugs Services checking account. In December of 2009 $400 was used for Christmas gifts for the residents of Discovery House and in June of 2010 $154.88 was used for veterinary services for a Discovery House therapy cat. (Note: reversal of $14 in bank fees)

There was no fraud or gross negligence on the part of any County employee or County Department.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Enid Mendoza, (925) 335-1039

cc:

BACKGROUND: (CONT'D)

CONSEQUENCE OF NEGATIVE ACTION:
The shortage will not be relieved, cash will not be in balance.

ATTACHMENTS

Auditor-Controller Letter

Office of the Auditor-Controller
Contra Costa County

Robert R. Campbell
Auditor-Controller

625 Court Street
Martinez, California 94553-1282
Phone (925) 646-2181
Fax (925) 646-2649

Elizabeth A. Verigin
Assistant Auditor-Controller

Harjit S. Nahal
Assistant Auditor-Controller

October 28, 2015

TO: David Twa, County Administrator

FROM: Robert R. Campbell, Auditor-Controller

SUBJECT: Health Services Department's Report of $540.88 Shortage in the Revolving Fund.

In accordance with Administrative Bulletin 207.7, Section VI.C *Relief of Shortages and Account Collections – For Shortages Greater than $250,* the attached copy of the subject report is being forwarded for your review and presentation to the Board of Supervisors for action.

The Office of the Auditor-Controller has verified and concurs with the contents of the report. Upon the Board's approval, the requested relief shall be authorized.

RRC/msr

Cc: Bud DeCesare

CONTRA COSTA
HEALTH SERVICES

MEMORANDUM

Date: July 27, 2015

To: Robert Campbell, Auditor-Controller

From: Linh Huynh, Accountant III
Health Services Department - Finance

Subject: Request for Relief of Cash Shortage

Please consider this memo a request for the relief of a $540.88 shortage in the Revolving Fund.

Attached is the Discovery House II flexible checking account reconciliation that shows the amounts outstanding. Also, attached is a memo from Edna Noguera, Accountant III for Alcohol and Other Drugs Services (AODS) and the most recent custodian for the account explaining the reason for the shortage. The shortage stems from a Discovery House counselor who purchased holiday gifts for resident patients in December 2009 and emergency veterinary expenses in June 2010 for the therapy cat residing at the Discovery House. The counselor in question is no longer with the County and the cat has passed away. Prior custodians responsible for this account have retired from the County.

Similar shortages have not happened since. The Discovery House II flexible checking account has been closed. Moving forward, any discrepancies will be quickly identified and resolved.

Please contact me at 925-957-5459 for any questions. Thank you!

Department Approval: _____ Date: 7/27/2015

Attachments: Discovery House II Flexible Checking Account Reconciliation
Memo from Edna Noguera

Cc: Bud DeCesare
Editha Guevarra
Amy Huang
Edna Noguera
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Contra Costa County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 8, 2015

Subject: CONTINUE Extension of Emergency Declaration Regarding Homelessness

RECOMMENDATION(S):
CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

FISCAL IMPACT:
None.

BACKGROUND:
Government Code Section 8630 required that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 14 days until the local emergency is terminated. In no event is the review to take place more than 21 days after the previous review.

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, it is appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

☑ APPROVE

☑ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ OTHER

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

By: June McHuen, Deputy

Contact: Lavonna Martin, 925-313-6736

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors would not be in compliance with Government Code Section 8630.

CHILDREN'S IMPACT STATEMENT:

None.

Contra
Costa
County

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 8, 2015

Subject: Quarterly Report of the Post Retirement Health Benefits Trust Agreement Advisory Body

RECOMMENDATION(S):
ACCEPT quarterly report of the Post Retirement Health Benefits Trust Agreement Advisory Body.

FISCAL IMPACT:
No specific fiscal impact. This is a quarterly report of the County's assets in the Public Agency Retirement Services (PARS) Public Agencies Post-Retirement Health Care Plan Trust.

BACKGROUND:
On December 14, 2010, the Board of Supervisors directed the formation of a Post Retirement Health Benefits Trust Agreement Advisory Body (consisting of the County Administrator, County Finance Director, Treasurer-Tax Collector, Auditor-Controller, and Health Services Finance Director).

The Advisory Body meets quarterly. At its meeting of August 4, 2011, the body discussed and reviewed final report formats with HighMark Capital Management and made recommendations regarding a final standardized quarterly report. The attached report is in the standardized format.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/08/2015** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 8, 2015

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

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

By: June McHuen, Deputy

cc: Robert Campbell, County Auditor-Controller, Russell Watts, County Treasurer-Tax Collector, Patrick Godley, Chief Financial Officer/Health Services

BACKGROUND: (CONT'D)
>

The following is the investment summary presented at the November 12, 2015 quarterly meeting for the period ending September 30, 2015:

Investment Summary	**Third Quarter 2015**
Beginning Value	**$173,251,842.30**
Net Contributions/Withdrawals	-43,438.67
Fees Deducted	-44,070.96
Income Received	956,321.65
Market Appreciation	-7,268,241.25
Net Change in Accrued Income	-178,107.55
Ending Market Value	**$166,674,305.52**

Additional Materials -
A Post Retirement Health Benefits Trust Agreement Advisory Body web-page can be found at the following address:
http://ca-contracostacounty.civicplus.com/index.aspx?NID=2915. The page describes the function of the body, posts quarterly meeting materials, and all pertinent trust and plan documents.

ATTACHMENTS

Third Quarter 2015

PARS: County of Contra Costa

Third Quarter 2015

Presented by
Andrew Brown, CFA

HIGHMARK®
CAPITAL MANAGEMENT

DISCUSSION HIGHLIGHTS

U.S. Economic and Market Overview

The third quarter started with concern over economic conditions in Greece, which faded once a deal was reached and a technical default was avoided. Prime Minister Tsipiras and his Syriza party were re-elected and essentially gave up on the prior strategy of playing hardball with the 'troika" of the International Monetary Fund, the European Central Bank, and the European commission. As we write this note in October, the problems in Greece seem like they occurred ages ago. The market quickly turned its focus from Greece to China, to the Fed, in a quarter that saw high levels of volatility, mainly on the down side. The stock market slide was fueled by two catalysts: China and the Federal Reserve.

China announced on August 8 plans to devalue their currency. This was viewed as a negative by financial markets, indicating a slowdown in Chinese economic growth. Chinese policy responses to their declining stock market have consisted of restrictions on security sales, censoring media coverage of the equity market decline, and devaluation of their currency, all with marginal results. As a major driver of global economic growth, China is viewed as a vital source of demand for commodity-producing nations and corporations looking to market their products to a growing middle class. Given that China is the world second largest economy, a slowdown in growth will have a negative global impact. The problems in emerging markets have not been isolated to China. Brazil and Russia also appear to be in recessions, as both nations have been struggling to regain economic traction. Russia has been negatively impacted by the plunge in oil prices, while Brazil has struggled with political instability and a rising rate of inflation, coupled with a stagnant economy.

The other event, or non-event depending on how you look at it, related to the Federal Reserve, and their decision on interest rate normalization. On the heels of several strong employment announcements, as well as a strong second quarter GDP print of 3.9%, most investors began to anticipate that the Federal Reserve might initiate a rate hike in the third quarter. These beliefs were somewhat supported by several speeches throughout the quarter from Fed members who gave indications that a rate hike was on the table. However, in a press conference on September 17, Chairperson Janet Yellen spoke with a dovish tone, and stocks slumped in reaction. One possible explanation for the negative reaction, immediately following the Fed's decision not to raise rates, is that investors viewed the policy decision as an indication that the U.S. economy may be more vulnerable than assumed. With the Fed's apparent 'about face' on raising rates, inaction served to express more concern about the economy than what was priced into the market.

Market overview/Performance Discussion

Total Plan

The County of Contra Costa OPEB Plan returned -3.77% net of investment fees, in the third quarter, which was in-line with the County's Plan benchmark return target of -3.71%. Positive contributions from our two new global equity managers as well as our small cap equity managers aided returns. The performance from the AQR Managed Futures Fund helped the alternative asset class to outperform the benchmark; however the other alternative manager's performance was disappointing. Segments that slightly underperformed their benchmarks included large cap equity and REIT equity. The largest areas of underperformance came from mid cap equity and our fixed income investments. Within fixed income, our two intermediate-term managers maintained duration positions that were shorter than the benchmark, which detracted from performance in a quarter where rates declined. Additionally, while exposure to high yield was a modest 1%,the decline in our high yield investment of -3.5% was a negative. A modest positive contribution came from the rebalancing of the equity allocation of the Plan on August 25. On this day, we rebalanced roughly 4% of the portfolio, repositioning assets from fixed income, alternative asset, and cash holdings, and purchasing a corresponding amount of equities. This day turned out to be the low point in the quarter for many equity markets.

Domestic Equity

Domestic equity markets experienced losses across the board in the third quarter for the first time since 2012. Losses were led by small-cap equities, which returned -11.92% (Russell 2000 Index). Large cap equities weathered the storm with the least losses, but still returned a disappointing -6.44% (S&P 500 Index). Across large cap stock, all sectors witnessed declines with the lone exception of the Utilities sector, which returned +5.41%. Energy and Material Stocks led the decline with large losses of -17.39% and -16.89%, respectively. Commodity sensitive sectors have come under fire amidst low global commodity prices and fears of a slowdown in global growth, specifically China who has been the world's largest commodity consuming economy. The Health Care sector also experienced a large decline of -10.65% as Bio-tech firms sold off, reversing previously strong stock performance trends. The Financial sector experienced a loss of -6.71% after the Federal Reserve took the market by surprise by not raising interest rates at their September FOMC meeting. Consumer related companies saw lighter losses with Consumer Discretionary companies declining -2.56% and Consumer Staples companies returning -0.20% as domestic consumer spending continues to be a source of strength for the US economy.

- **The Plan's large-cap funds returned -7.22% in the quarter, which underperformed the Russell 1000 Index return of -6.83%.**
  - The iShares Russell 1000 ETF returned -6.84% in the third quarter.
  - The Columbia Contrarian Core Fund returned -7.22% in the quarter, which underperformed the benchmark. The Fund ranked in the 47th percentile of the Morningstar Large Cap Blend Universe.
  - The Harbor Capital Appreciation Fund returned -5.44% in the quarter, which underperformed the Russell 1000 Growth Index's return of -5.29%. The Fund ranked in the 25th percentile of the Morningstar Large Cap Growth Universe.
  - The T. Rowe Price Growth Stock Fund returned -4.71% in the quarter, which outperformed the Russell 1000 Growth Index. The Fund ranked in the 13th percentile of the Morningstar Large Cap Growth Universe.
  - The Dodge and Cox Stock Fund returned -9.84% in the quarter, which underperformed the Russell 1000 Value Index's return of -8.39%. The Fund ranked in the 75th percentile of the Morningstar Large Cap Value Universe.
  - The Loomis Sayles Value Fund posted a -9.47% return in the quarter, which also underperformed the Russell 1000 Value Index. The Fund ranked in the 70th percentile of the Morningstar Large Cap Value Universe.

- **The mid-cap equity segment returned -9.29% in the quarter, which underperformed the Russell Mid-Cap Equity return of -8.01%.**
  - The iShares Russell Mid-cap ETF returned -8.05% in the third quarter.
  - The TIAA-CREF Mid-Cap Value Fund returned -8.62% in the quarter, which underperformed the Russell Mid-Cap Value Index return of -8.04%. The Fund ranked in the 37th percentile of the Morningstar Mid-Cap Value Universe.
  - The Ivy Mid Cap Growth Fund returned -11.61% in the third quarter, which underperformed the Russell Mid Cap Growth Index return of -7.99%. The Fund ranked in the 78th percentile of the Morningstar Mid-cap Growth Universe.

- **The small-cap equity segment returned -9.71% in the quarter, which outperformed the Russell 2000 Index return of -11.92%.**
  - The iShares Russell 2000 ETF returned -11.91% in the third quarter.
  - The T. Rowe Price New Horizons Fund returned -7.78% in the quarter, and outperformed the Russell 2000 Growth Index return of -13.06%. The Fund ranked in the 6th percentile of Morningstar's Small Cap Growth Universe.
  - The Columbia Small Cap Value Fund II returned -8.97% in the quarter, and outperformed the Russell 2000 Value Index's return of -10.73%. The Fund ranked in the 26th percentile of Morningstar's Small Cap Value Universe.

Real Estate

REIT equity returns were one of the few bright spots offered in a turbulent third quarter, with the Wilshire REIT Index returning a positive 2.88%. With foreign markets down over double digits in the third quarter, investors flocked to REITs, which offered investors returns more levered to a strongly performing domestic economy. This focus was highlighted by returns within domestically focused REIT sub-sectors such as Self Storage (+16.1%) and Manufactured Housing (+11.0%). In contrast, sectors with a higher level of foreign influence such as Hotels (-13.7%) and Office (-1.23%) declined. The revision upward in second quarter GDP, combined with supportive employment statistics, encouraged investors to increase allocations to REIT equity. According to Cohen & Steers, a specialist in REIT investing, 90% of REITs exceeded or met earning expectations in the most recent quarter. REIT investments have also been supported by acquisition activity, with several billion dollars of intended acquisitions announced in the quarter.

The Nuveen Real Estate Securities Fund returned 2.36% in the quarter, which was slightly under the Wilshire REIT Index return of 2.88%. The Fund placed in the 43rd percentile of the Morningstar Real Estate Manager's Universe.

Global/International Equity

The third quarter started with concerns over economic conditions in Greece, which faded once a deal was reached and a technical default was avoided. Once a deal was reached, international equity investors shifted their attention to events in China. Fears of a slowdown in China was highlighted by weak Chinese economic statistics released during the quarter, and was punctuated by the devaluation of the Renminbi in August. The perceived weakness in China influenced commodity markets, as reflected by the 20% decline in the price of oil in the third quarter.

There was no international market that made it through the quarter unaffected by the global sell off. Developed Europe declined -8.1% with most countries down between -5% to -12%, Norway was the most impacted with a -19% decline. While this is alarming, the European Central Bank is now well into an economic stimulus program and ECB President Mario Draghi has signaled that the bank is prepared to undertake a larger program, if warranted. While European equity markets suffered losses, a weaker Euro supported the region's exports, giving investors some hope that the turnaround in this region can continue. Emerging markets fared even worse, with double digit losses across the board. Given China's and Greece's role in the volatility, it is not surprising that they were both amongst the worst performers, -23% and -36%, respectively. Brazil also had a tough quarter, declining -34% on the headwinds of weak economic growth, high inflation, and continued political disarray. There were clear concerns around the Asian Pacific countries given their connection to China; this was displayed by poor returns of both developed and emerging economies in the region.

While China will likely continue to be volatile while it works through a structural transition from an export based economy to a consumption based economy, we do not believe it is prudent to spurn emerging market equities entirely. Emerging markets are currently trading at a forward P/E of 11.4X, which is attractive relative to higher developed market valuations. Further, emerging markets are still growing faster than developed markets, and they have the resources to stimulate their economies, if needed. Most developed market interest rates are near zero while emerging market monetary policy still has room for maneuvering. With the drop in commodity prices adding an additional tail wind to net importer countries (like China), we see potential for some emerging market countries to bounce back from the most recent disappointing quarter.

- **The Plan's international/global equity segment returned -9.84% in the quarter. This return outperformed the MSCI EAFE Index -10.23%, and underperformed the MSCI ACWI Index return of -9.45%.**
    - The iShares MSCI EAFE Index ETF returned -10.23% in the quarter.
    - The Nationwide Bailard International Equity Fund returned -8.75% in the quarter, and outperformed the MSCI EAFE Index. The Fund ranked in the 19th percentile of the Morningstar Foreign Large Blend Universe.
    - The Dodge & Cox International Stock Fund returned -15.38% in the quarter and underperformed the MSCI EAFE Index. The Fund ranked in the 97th percentile of the Foreign Large Blend Universe as measured by Morningstar.
    - The MFS International Fund returned -8.45% in the quarter and outperformed the MSCI EAFE Index. The Fund ranked in the 34th percentile for foreign large cap growth managers as measured by Morningstar.
    - The iShares MSCI ACWI Index ETF returned -9.47% in the quarter
    - The American Funds New Perspective Fund recorded a -6.46% return in the third quarter, which outperformed the MSCI ACWI Index and ranked in the 16th percentile within the Morningstar World Stock Universe
    - The MFS Global Equity R5 Fund returned -7.70%, which outperformed the benchmark and ranked in the 30th percentile of the Morningstar World Stock Universe.
    - The DJ Euro-Stoxx 50 ETF returned -9.09% in the quarter, which outperformed the MSCI EAFE Index.
    - The Schroder Emerging Market Equity Fund returned -15.66% during the quarter and outperformed the MSCI Emerging Market benchmark return of -17.90%. The Fund ranked in the 42nd percentile of the Morningstar Emerging Market Universe.

Fixed Income

The Barclays Capital U.S. Aggregate Bond Index returned 1.23% in the third quarter as declining interest rates resulted in a 1.8% gain for U.S. Treasuries. Once again despite widespread predictions of higher interest rates, yields for five-year maturity and longer Treasuries ended the quarter 30 to 35 basis points lower. Ten-year Treasury yields declined 32 basis points this quarter while thirty-year bond yields were lower by 27 basis points, resulting in gains of 2.9% and 5.1% respectively. U.S. Treasuries have now posted gains for six of the past seven quarters, dating back to the first quarter of 2014. While Treasury securities performed well this quarter, most non-Treasury sectors lagged behind. Investment-grade corporate bond spreads widened another 30 basis points to +178 during the quarter, reaching the widest level since 2012. Although corporates advanced 0.8% for the quarter, they lagged the performance of equivalent duration U.S. Treasury securities by –145 basis points. Lower quality bonds performed even worse as high yield bonds returned -4.9% during the quarter, generating a negative excess return of –638 basis points as lower oil prices and slower growth were the catalysts for underperformance. High yield bond spreads finished the quarter at +662 basis points, wider by +162 bps for the quarter.

For the year-to-date, the Aggregate Index has returned 1.1%, while U.S. Treasuries have advanced 1.8% and investment grade corporate bonds declined –0.1%, underperforming duration-adjusted Treasuries by –209 basis points. High yield bonds have lost –1.7% in 2015, posting a negative excess return of –466 basis points. Agency mortgage-backed securities have advanced 1.6%, underperforming equivalent-duration Treasuries by –68 basis points.

The Federal Reserve is still looking for a way off of the zero interest rate floor where they have been for nearly seven years, but are being hindered by slower growth, lower commodity prices, and a strong dollar. U.S. economic growth continues to be solid, although it remains well under 3%, and is now being further constrained by a meaningfully larger trade deficit. In addition, U.S. employment growth seems to have stalled over the last few months, resulting in monthly average job growth this year of 198,000, significantly below last year's average of 260,000. Global growth is also slow as China, which accounted for 40% of global growth last year, continues to decelerate, while Brazil and Russia are in recession. Of the formerly fast growing BRIC's, that leaves only India, which is still doing relatively well with growth of about 7%. Slower growth means there is little or no evidence of price pressure, and as a result inflation has remained below the Fed's 2% target for the last forty consecutive months.

The County's fixed income portfolio lagged its benchmark this quarter primarily as a result of an overweight to investment-grade corporate bonds, which comprised approximately 50% of the portfolio. Since corporate bonds underperformed by nearly –1.5% this quarter, they were the largest contributor to the underperformance, detracting –33 basis points from total return. Sector allocation would have been even more negative without the benefit of an underweight to mortgage-backed securities, which also underperformed Treasuries by –21 basis points. The portfolio benefitted from holding half of the benchmark weight in mortgages during the quarter, approximately 14% versus 28%. An overweight to asset-backed securities was also a positive as this sector was the only one to outperform Treasuries, with a positive excess return of 15 bp. Although asset-backed securities comprise less than one percent of the benchmark, the portfolio held an average of 6% during the quarter. Duration positioning had a negative –23 basis point impact this quarter due to the portfolio's shorter duration during a quarter when interest rates declined approximately 30 basis points. At the individual security level the top performers were several U.S. Treasuries due in 2021, 2022, and 2037, Bank of America, and Georgia Pacific, while the detractors were almost entirely energy related, including Ensco, Williams Partners, Kinder Morgan, and Dow Chemical.

- **The Plan's fixed income segment returned 0.59% in the quarter, which underperformed the Barclays Aggregate return of 1.23%.**
    - The separately managed fixed income portfolio returned 0.85% which underperformed the benchmark. The portfolio would have ranked approximately in the 31st percentile of the Morningstar Intermediate Term Bond Universe.
    - The PIMCO Total Return Bond Fund declined -0.09% in the quarter, which placed it in the 76th percentile of Morningstar's Intermediate-Term Bond Universe. The Fund underperformed the Index.
    - The PIMCO High Yield Bond Fund returned -3.5% in the quarter, and outperformed the Merrill Lynch US High Yield BB-B Index return of -4.26%. The Fund ranked in the 25th percentile of Morningstar's High Yield Universe.

Alternative Investments

The outperformance within alternatives for the third quarter rested solely on the performance of the AQR Managed Futures Fund. For the quarter, the AQR Fund returned 6.24%. Positions in commodities, currencies, and fixed income supported returns, while equities were the only segment that detracted from performance. Long-term trend signals contributed the most to performance with commodities (+3.2%) providing over half of the quarterly contribution to performance. Short positions in Brent Crude, WTI Crude, and Gas Oil were the leading contributors in the quarter. The other alternative funds offered disappointing returns in the quarter. The Eaton Vance Global Macro Fund declined -1.76%. Sovereign credit exposure was the largest detractor, with positions in Zambian credit, Ecuadorian credit, and long exposure to Brazilian interest rates hurting performance the most. With the declines in global equity markets in the quarter, performance was hampered by exposure to credit in Latin America, Western Europe, Africa, and the Middle East. The Arbitrage Fund registered a -1.37% return in the quarter, as positions in Williams Partners LP (-32.8%) and AbbVie Inc: (-18.43%) hurt performance. In addition, many positions moved down slightly as deal spreads widened throughout the quarter, particularly in semiconductors and healthcare. The final alternative fund, the JP Morgan Market Neutral Fund also generated a modest negative return, posting a -0.33% return. "Long" stock selection in Lam Research (-19%), United Technologies (-19%), and Morgan Stanley (-18%) hurt performance. "Short" positions in Nvidia (+2.3%), Netflix (+10%), and Progressive Corp (+10%) hurt performance.

- **The alternative investment segment returned 0.96% in the third quarter, which exceeded the Wilshire Liquid Alternatives Index return of -2.37%.**
    - The Arbitrage Fund returned -1.37% in the quarter which ranked in the 56th percentile of Morningstar's Market Neutral Universe.
    - The JPMorgan Research Market Neutral Fund returned -0.33%, which placed the Fund in the 44th percentile of the Morningstar Market Neutral Universe.
    - The Eaton Vance Global Macro Absolute Return Fund posted a -1.76% return, which placed in the 52nd percentile of the Morningstar Non-Traditional Bond Universe.
    - The AQR Managed Futures Fund's return of 6.24% ranked in the 4th percentile of Morningstar's Managed Futures Fund Universe.

Asset Allocation/Portfolio Transitions

In August, we implemented a style tilt in our investment portfolios, by overweighting value vs. growth equities across all market capitalization. Over the past year, growth equities have outpaced value stocks by a considerable margin. Growth-oriented sectors such as technology, bio-tech, and health care, have posted strong gains. On the other hand, the value-oriented sectors such as the financials, energy, and basic materials have lagged considerably. We view valuations as more compelling in 'value' oriented indices, and we believe investors' attention will eventually revert back to value names as the cycle continues.

No changes occurred in investment managers during the quarter

Manager Watch List

Name of Fund	Date on watch list	Date exiting watch list	Recommendation	Rationale
Ivy Mid-Cap Growth	2Q 2015		Review	Peer ranking has fallen below the median over 3-year and 5-year periods
MFS International Growth	4Q 2014		Review	Peer ranking has fallen below the median over 3-year and 5-year periods
Pimco Total Return Bond Fund	4Q 2014		Review	Personnel turnover at the firm, coupled with turnover within the organization. Asset outflows are also a mitigating factor. We wish to see potential impact of personnel turnover in 1Q2016 after incentive payments are paid on 2015 performance
Arbitrage Fund	3Q 2015		Review	Investment returns are not exceeding expectations of alternative category: Cash + 3 to 4% return
Eaton Vance Global Macro Absolute Return Fund	3Q 2015		Review	Investment returns are not exceeding expectations of alternative category: Cash + 3 to 4% return
JP Morgan Research Market Neutral Institutional 1	3Q 2015		Review	Investment returns are not exceeding expectations of alternative category: Cash + 3 to 4% return
AQR Managed Futures	3Q 2015		Review	Hitesh Mittal, former head of trading at AQR is voluntarily taking a leave of absence amid a regulatory investigation of his former employer, investment Technology Group Inc. (ITG)

Asset Allocation
Period Ending September 30, 2015

Asset Allocation	6/30/2015 Market Value	6/30/2015 % of Total	9/30/2015 Market Value	9/30/2015 % of Total	Target Allocation
Large Cap Equities					
Columbia Contrarian Core Z	5,824,916	3.4%	5,761,636	3.5%	-
iShares Russell 1000 ETF	9,167,856	5.3%	9,970,530	6.0%	-
Dodge & Cox Stock Fund	3,748,924	2.2%	4,148,570	2.5%	-
Loomis Sayles Value Fund	3,755,720	2.2%	4,145,510	2.5%	-
Harbor Capital Appreciation Instl	3,747,579	2.2%	2,454,671	1.5%	-
T. Rowe Price Growth Stock Fund	3,746,409	2.2%	2,432,602	1.5%	-
Total Large Cap Equities	**29,991,404**	**17.4%**	**28,913,520**	**17.4%**	**17.0%**
				Range	*13-32%*
Mid Cap Equities					
iShares Russell Mid-Cap ETF	2,501,173	1.4%	2,472,315	1.5%	-
TIAA-CREF Mid-Cap Value Instl	2,077,080	1.2%	2,487,690	1.5%	-
Ivy Mid Cap Growth Fund I	2,085,668	1.2%	1,637,196	1.0%	-
Total Mid Cap Equities	**6,663,920**	**3.9%**	**6,597,202**	**4.0%**	**6.0%**
				Range	*2-10%*
Small Cap Equities					
iShares Russell 2000 ETF	4,989,780	2.9%	4,891,505	2.9%	-
Columbia Small Cap Value Fund II	3,759,096	2.2%	4,949,871	3.0%	-
T. Rowe Price New Horizons Fund	3,769,586	2.2%	2,415,554	1.5%	-
Total Small Cap Equities	**$ 12,518,463**	**7.2%**	**$ 12,256,930**	**7.4%**	**8.0%**
				Range	*4-12%*
International Equities					
Nationwide Bailard Intl Equities Fund	3,317,459	1.9%	3,339,166	2.0%	-
iShares MSCI EAFE Index Fund	4,922,316	2.9%	5,081,475	3.1%	-
Dodge & Cox International Stock Fund	2,466,651	1.4%	2,497,969	1.5%	-
MFS International Growth Fund	2,470,887	1.4%	2,535,877	1.5%	-
Schroder Emerging Market Equity	2,513,949	1.5%	2,529,558	1.5%	-
SPDR EURO STOXX 50 ETF	3,237,508	1.9%	3,405,378	2.0%	-
Total International Equities	**$ 18,928,769**	**11.0%**	**$ 19,389,423**	**11.7%**	**9.0%**
				Range	*4-16%*
Global Equities					
MSCI iShares ACWI Index ETF	5,795,959	3.4%	5,886,364	3.5%	
American Funds New Perspective F2	2,903,680	1.7%	2,900,028	1.7%	
MFS Global Equity FD CL R5 #4818 (Bought 2Q15)	2,898,941	1.7%	2,932,892	1.8%	
Total Global Equities	**$ 11,598,579**	**6.7%**	**$ 11,719,285**	**7.0%**	**7.0%**
				Range	*4-12%*

Asset Allocation
Period Ending September 30, 2015

Asset Allocation	6/30/2015 Market Value	6/30/2015 % of Total	9/30/2015 Market Value	9/30/2015 % of Total	Target Allocation
Real Estate					
Nuveen Real Estate Secs I Fund	3,315,743	1.9%	4,173,016	2.5%	-
Total Real Estate	**$ 3,315,743**	**1.9%**	**$ 4,173,016**	**2.5%**	**4.0%**
				Range	*0-8%*
Fixed Income					
Core Fixed Income Holdings	50,390,226	29.2%	51,623,727	31.0%	-
PIMCO Total Return Instl Fund	8,785,253	5.1%	8,056,570	4.8%	-
PIMCO High Yield Instl	2,529,799	1.5%	1,638,049	1.0%	-
Total Fixed Income	**$ 61,705,278**	**35.7%**	**$ 61,318,346**	**36.9%**	**38.0%**
				Range	*30-50%*
Alternatives					
AQR Managed Futures I	5,809,447	3.4%	5,869,472	3.5%	-
Arbitrage I	4,251,189	2.5%	4,154,066	2.5%	-
Eaton Vance Glbl Macro Abs Ret I	5,922,984	3.4%	5,807,707	3.5%	-
JP Morgan Research Market Neutral I	4,259,926	2.5%	4,144,203	2.5%	-
Total Alternatives	**$ 20,243,546**	**11.7%**	**$ 19,975,447**	**12.0%**	**10.0%**
				Range	*5-20%*
Cash					
Money Market	7,703,908	4.5%	1,929,296	1.2%	-
Total Cash	**$ 7,703,908**	**4.5%**	**$ 1,929,296**	**1.2%**	**1.0%**
				Range	*0-5%*
TOTAL	**$ 172,669,611**	**100.0%**	**$ 166,272,463**	**100.0%**	**100.0%**

Investment Summary
Period Ending September 30, 2015

Investment Summary	Third Quarter 2015	Year to Date 2015
Beginning Value	**$ 173,251,842.30**	**$ 155,218,379.57**
Net Contributions/Withdrawals	-43,438.67	15,040,527.02
Fees Deducted	-44,070.96	-130,618.60
Income Received	956,321.65	2,117,972.48
Market Appreciation	-7,268,241.25	-5,594,084.50
Net Change in Accrued Income	-178,107.55	22,129.55
Ending Market Value*	**$ 166,674,305.52**	**$ 166,674,305.52**

Investment Summary	Third Quarter 2014	Year to Date 2014
Beginning Value	**$ 149,018,588.16**	**$ 129,408,886.38**
Net Contributions/Withdrawals	-40,479.81	14,487,883.57
Fees Deducted	-41,375.68	-122,677.76
Income Received	606,380.54	1,594,290.48
Market Appreciation	-2,007,895.99	2,142,299.78
Net Change in Accrued Income	-41,009.92	-16,475.15
Ending Market Value	**$ 147,494,207.30**	**$ 147,494,207.30**

*Ending Market Value differs from total market value on the previous page due to differences in reporting methodology. The above ending market value is reported as of trade date and includes accruals. The Asset Allocation total market value is reported as of settlement date.

INVESTMENT STRATEGY

As of September 30, 2015

Tactical Asset Allocation

Asset Class	% Portfolio Weighting			Rationale
	Target	Current Portfolio	Over/Under Weighting	
Cash	1.0%	1.25%	+.25%	
Fixed Income	38.0%	37.0%	-1.0%	▪ Fixed income is currently underweight versus the target allocation given our expectations for an increase in interest rates. While the magnitude and timing of a rate hike is in question given some of the recent softness in economic numbers, we expect the Fed will remove its zero interest rate policy in the fourth quarter.
High Yield	0.0%	1.0%	+1.0%	▪ If the Fed is not aggressive in hiking rates, and the economy generates reasonable growth, spreads should likely stay close to current levels.
Alternatives	10.0%	12.0%	+2.0%	▪ Alternatives serve to mitigate the impact of a decline in the bond market, due to a potential rise in interest rates.
Real Estate (REITS)	4.0%	2.5%	-1.5%	▪ While still maintaining an underweight in REITs, we increased our allocation slightly in the quarter. Earnings and cash flow fundamentals are improving for REITs. Strong employment trends are providing support for REITs. If the Fed does not aggressively raise rates, REITs may likely outperform the domestic equity market.
Global Equity	7.0%	7.0%	-	▪ Global equities remain at reasonable valuations due to the international equity component of the MSCI ACWI benchmark, however the U.S. equity component makes the asset class a little less attractive.
International (Developed)	9.0%	9.75%	+0.75%	▪ International developed equities remain at a slight overweight. Attractive valuations in Europe, coupled with the ECB's quantitative easing program, should aid a recovery in the Eurozone. The MSCI-EAFE, at 13.7X 2016 earnings, trades at a discount to U.S. domestic equity markets.
International (Emerging)	0.0%	1.5%	+1.5%	▪ We maintain our position in emerging markets, due to valuation measures (11.4X forward PE) that remain attractive relative to other areas of the market. Concerns in Latin America (inflation), Russia (oil prices), and emerging Asia (China volatility) temper our allocation levels.
Total Domestic Equity	31.0%	29.0%	-2.0%	
Large Cap	17.0%	17.5%	+0.5%	▪ We maintain our overweight to large cap equities. At a 17X forward PE level, valuations remain attractive on a relative basis to mid-cap and small-cap domestic equities.
Mid Cap	6.0%	4.0%	-2.0%	▪ We continue to remain underweight based on valuation concerns, with the Russell Mid-Cap Index trading richer than both large and small cap at a 18X forward PE ratio.
Small Cap	8.0%	7.5%	-0.5%	▪ We are targeting a 7.5% target allocation to small caps, a slight underweight. The asset class is slightly over valued.

Selected Period Performance

PARS/COUNTY OF CONTRA COSTA PRHCP

Account 6746038001

Period Ending: 09/30/2015

Sector	3 Months	Year to Date (9 Months)	1 Year	3 Years	Inception to Date (56 Months)
Cash Equivalents	.01	.02	.02	.02	.02
iMoneyNet, Inc. Taxable	*.01*	*.01*	*.02*	*.02*	*.02*
Fixed Income ex Funds	.85	1.44	2.79	1.70	3.94
Total Fixed Income	.59	1.17	2.46	1.78	3.96
BC US Aggregate Bd Index	*1.23*	*1.13*	*2.94*	*1.71*	*3.58*
Total Equities	-8.34	-5.16	-3.27	8.93	7.30
Large Cap Funds	-7.22	-4.07	-.15	12.81	10.09
Russell 1000 Index	*-6.83*	*-5.24*	*-.61*	*12.66*	*11.30*
Mid Cap Funds	-9.29	-7.16	-1.44	10.86	8.48
Russell Midcap Index	*-8.01*	*-5.84*	*-.25*	*13.91*	*10.95*
Small Cap Funds	-9.71	-4.50	2.03	13.92	10.77
Russell 2000 Index	*-11.92*	*-7.73*	*1.25*	*11.02*	*9.11*
REIT Funds	2.69	-4.55	9.37	9.17	9.65
Wilshire REIT Index	*2.88*	*-3.01*	*11.66*	*10.09*	*10.82*
International Equities	-9.84	-6.33	-9.94	4.71	2.34
MSCI AC World Index	*-9.45*	*-7.04*	*-6.66*	*6.95*	*5.07*
MSCI EAFE Index	*-10.23*	*-5.28*	*-8.66*	*5.63*	*2.33*
MSCI EM Free Index	*-17.90*	*-15.47*	*-19.28*	*-5.27*	*-4.71*
Alternatives	.96	1.49	5.08		
*Dynamic Alternatives Index***	*-2.37*	*-4.23*	*-1.50*	*.22*	*-1.18*
Total Managed Portfolio	-3.75	-1.87	-.04	5.55	5.40
Total Account Net of Fees	-3.77	-1.95	-.15	5.43	5.27
*County of Contra Costa**	*-3.71*	*-2.47*	*.38*	*6.06*	*6.02*

Inception Date: 02/01/2011

* Benchmark from February 1, 2011 to June 30, 2013: 18% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell 2000 Index, 8% MSCI ACWI Index, 10% MSCI EAFE Index, 45% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 1% Citigroup 3 Month T-Bill Index. From July 1, 2013 to June 30, 2015: 17% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell 2000 Index, 7% MSCI AC World US Index, 9% MSCI EAFE Index, 38% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 10% HFRI FOF Market Defensive Index, 1% Citigroup 3 Month T-Bill Index. From July 1, 2015: 17% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell 2000 Index, 7% MSCI AC World US Index, 9% MSCI EAFE Index, 38% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 10% Wilshire Liquid Alternative Index, 1% Citigroup 3 Month T-Bill Index

** Dynamic Alternatives Index represents the HFRI FOF Market Defensive Index from 07/01/2013 until 06/30/2015, and then the Wilshire Liquid Alternatives Index from 07/01/2015 forwards.

Returns are gross-of-fees unless otherwise noted. Returns for periods over one year are annualized. The information presented has been obtained from sources believed to be accurate and reliable. Past performance is not indicative of future returns. Securities are not FDIC insured, have no bank guarantee, and may lose value.

COUNTY OF CONTRA COSTA

For Period Ending September 30, 2015

Fund Name	Inception	3-Month Return	Rank	YTD Return	Rank	1-Year Return	Rank	3-Year Return	Rank	5-Year Return	Rank
LARGE CAP EQUITY FUNDS											
Columbia Contrarian Core Z	(7/13)	-7.22	47	-4.43	17	0.05	16	13.74	10	14.35	6
T. Rowe Price Equity Income		-4.71	13	2.08	5	6.47	6	15.24	11	15.19	7
Harbor Capital Appreciation Instl		-5.44	25	2.68	3	6.03	8	15.35	9	15.06	9
Loomis Sayles Value Fund	(7/11)	-9.47	70	-8.85	61	-5.37	59	11.74	23	12.30	19
Dodge & Cox Stock	(10/14)	-9.84	75	-8.64	58	-6.62	71	13.39	7	13.03	9
iShares Russell 1000	(3/15)	-6.84	56	-5.30	31	-0.72	44	12.52	23	13.27	27
Idx: Russell 1000		**-6.83**	**--**	**-5.24**	**--**	**-0.61**	**--**	**12.66**	**--**	**13.42**	**--**
MID CAP EQUITY FUNDS											
TIAA-CREF Mid-Cap Value Instl		-8.62	37	-7.52	52	-2.01	41	12.73	44	12.11	41
Idx: Russell Mid Cap Value		**-8.04**	**--**	**-7.66**	**--**	**-2.07**	**--**	**13.69**	**--**	**13.15**	**--**
iShares Russell Mid-Cap	(3/15)	-8.05	25	-5.95	41	-0.39	40	13.72	35	13.22	38
Ivy Mid Cap Growth I	(5/14)	-11.61	78	-8.56	88	-2.75	82	9.90	81	10.81	67
Idx: Russell Mid Cap Growth		**-7.99**	**--**	**-4.15**	**--**	**1.45**	**--**	**13.98**	**--**	**13.58**	**--**
SMALL CAP EQUITY FUNDS											
Columbia Small Cap Value II Z		-8.97	26	-5.09	11	1.33	18	12.91	12	12.62	9
Idx: Russell 2000 Value		**-10.73**	**--**	**-10.06**	**--**	**-1.60**	**--**	**9.18**	**--**	**10.17**	**--**
iShares Russell 2000	(3/15)	-11.91	56	-7.70	46	1.30	34	11.06	69	11.75	80
T. Rowe Price New Horizons		-7.78	6	-0.62	14	6.32	17	15.98	4	18.10	1
Idx: Russell 2000 Growth		**-13.06**	**--**	**-5.47**	**--**	**4.04**	**--**	**12.85**	**--**	**13.26**	**--**
INTERNATIONAL EQUITY FUNDS											
Dodge & Cox International Stock		-15.38	97	-12.09	95	-16.19	95	6.62	18	4.06	34
Nationwide Bailard Intl Eqs InSvc		-8.75	19	-3.18	25	-4.25	16	7.49	10	4.84	16
MFS International Growth I		-8.45	34	-3.33	51	-5.43	54	3.34	80	4.10	55
MFS Global Equity R5		-7.70	30	-5.06	42	-1.86	22	10.27	19	9.99	11
iShares MSCI EAFE		-10.23	53	-5.28	45	-8.73	50	5.51	22	3.87	15
iShares MSCI ACWI	(3/15)	-9.47	63	-7.19	52	-6.56	43	7.09	50	6.85	29
American Funds New Perspective F2	(3/15)	-6.46	16	-1.19	10	0.57	11	10.63	15	9.69	15
Idx: MSCI EAFE		**-10.23**	**--**	**-5.28**	**--**	**-8.66**	**--**	**5.63**	**--**	**3.98**	**--**
Idx: MSCI ACWI		**-9.45**	**--**	**-7.04**	**--**	**-6.66**	**--**	**6.95**	**--**	**6.82**	**--**
Schroder Emerging Market Equity	(11/12)	-15.66	42	-13.19	34	-17.13	35	-4.66	50	-2.56	34
Idx: MSCI Emerging Markets		**-17.90**	**--**	**-15.47**	**--**	**-19.28**	**--**	**-5.27**	**--**	**-3.58**	**--**
SPDR EURO STOXX 50 ETF	(6/14)	-9.09	84	-6.90	94	-12.64	93	6.25	56	1.90	100

Data Source: Morningstar, SEI Investments

Returns less than one year are not annualized. Past performance is not indicative of future returns. The information presented has been obtained from sources believed accurate and reliable. Securities are not FDIC insured, have no bank guarantee and may lose value.

COUNTY OF CONTRA COSTA

For Period Ending September 30, 2015

Fund Name	Inception	3-Month Return	Rank	YTD Return	Rank	1-Year Return	Rank	3-Year Return	Rank	5-Year Return	Rank
REIT EQUITY FUNDS											
Nuveen Real Estate Secs Y		2.36	43	-3.95	53	9.41	50	9.42	25	11.98	22
Idx: Wilshire REIT Index		**2.88**	**--**	**-3.01**	**--**	**11.66**	**--**	**10.09**	**--**	**12.52**	**--**
BOND FUNDS											
Fixed Income Portfolio		0.85	31	1.44	9	2.79	12	1.70	42	--	--
Pimco Total Return Inst'l		-0.09	76	0.25	61	1.58	56	1.36	60	3.23	47
Idx: BarCap US Aggregate Bond		**1.23**	**--**	**1.13**	**--**	**2.94**	**--**	**1.71**	**--**	**3.10**	**--**
PIMCO High Yield Instl	(11/14)	-3.50	25	-1.37	34	-0.96	17	3.61	26	5.65	35
ML US HY BB-B Constrained		**-4.26**	**--**	**-1.68**	**--**	**-2.04**	**--**	**3.71**	**--**	**5.99**	**--**
ALTERNATIVE FUNDS											
Arbitrage I	(7/13)	-1.37	56	-0.84	53	0.16	47	0.92	52	1.39	36
AQR Managed Futures	(7/13)	6.24	4	5.74	18	16.09	13	9.60	5	5.12	4
Eaton Vance Glbl Macro Abs Ret	(7/13)	-1.76	52	0.17	23	0.58	16	0.87	48	1.42	59
JPMorgan Research Market Neutral Instl	(7/13)	-0.33	44	-2.00	69	-1.19	64	1.46	41	0.07	68
Idx: Dynamic Alternatives		-2.37	--	-4.23	--	-1.50	--	0.22	--	-0.54	--

Data Source: Morningstar, SEI Investments

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COUNTY OF CONTRA COSTA

For Period Ending December 31, 2014

Fund Name	Inception	2014 Return	Rank	2013 Return	Rank	2012 Return	Rank	2011 Return	Rank	2010 Return	Rank
LARGE CAP EQUITY FUNDS											
Sentinel Common Stock I	(7/13)	10.62	63	31.04	61	14.92	57	1.79	21	14.90	31
Columbia Contrarian Core Z	(7/13)	12.92	31	35.73	17	18.67	10	-0.93	52	16.21	17
T. Rowe Price Growth Stock		8.83	65	39.20	12	18.92	14	-0.97	39	16.93	35
Harbor Capital Appreciation Instl		9.93	53	37.66	17	15.69	43	0.61	24	11.61	82
Loomis Sayles Value Fund	(7/11)	10.76	48	35.54	14	19.70	4	-2.81	66	11.94	72
Dodge & Cox Stock	(10/14)	10.40	54	40.55	2	22.01	2	-4.08	74	13.49	47
Idx: Russell 1000		**13.24**	**--**	**33.11**	**--**	**16.42**	**--**	**1.50**	**--**	**16.10**	**--**
MID CAP EQUITY FUNDS											
TIAA-CREF Mid-Cap Value Instl		12.85	19	32.55	71	16.60	48	-2.17	34	21.20	59
Idx: Russell Mid Cap Value		**14.75**	**--**	**33.46**	**--**	**18.51**	**--**	**-1.38**	**--**	**24.75**	**--**
Ivy Mid Cap Growth I	(5/14)	8.20	38	30.12	84	13.45	58	-0.31	24	30.38	13
Idx: Russell Mid Cap Growth		**11.90**	**--**	**35.74**	**--**	**15.81**	**--**	**-1.65**	**--**	**26.38**	**--**
SMALL CAP EQUITY FUNDS											
Columbia Small Cap Value II Z		4.61	42	40.14	20	14.57	61	-2.39	30	25.64	52
Idx: Russell 2000 Value		**4.22**	**--**	**34.52**	**--**	**18.05**	**--**	**-5.50**	**--**	**24.50**	**--**
T. Rowe Price New Horizons		6.10	19	49.11	10	16.20	22	6.63	2	34.67	12
Idx: Russell 2000 Growth		**5.60**	**--**	**43.30**	**--**	**14.59**	**--**	**-2.91**	**--**	**29.09**	**--**
INTERNATIONAL EQUITY FUNDS											
Dodge & Cox International Stock		0.08	9	26.31	8	21.03	16	-15.97	81	13.69	6
Nationwide Bailard Intl Eqs InSvc		-1.94	15	21.68	28	20.87	17	-15.58	74	11.85	32
MFS International Growth I		-5.10	58	13.84	79	19.71	31	-10.62	40	15.24	35
Templeton Global Opportunities A LW		-4.06	93	25.75	48	22.27	7	-10.48	69	5.20	95
Idx: MSCI EAFE		**-4.90**	**--**	**22.78**	**--**	**17.32**	**--**	**-12.14**	**--**	**7.75**	**--**
Idx: MSCI ACWI		**4.16**	**--**	**22.80**	**--**	**16.13**	**--**	**-7.35**	**--**	**12.67**	**--**
Schroder Emerging Market Equity	(11/12)	-4.61	70	-2.28	54	21.73	19	-16.70	20	13.49	92
Idx: MSCI Emerging Markets		**-2.19**	**--**	**-2.60**	**--**	**18.22**	**--**	**-16.15**	**--**	**--**	**--**
SPDR EURO STOXX 50 ETF	(6/14)	-8.36	73	27.43	34	20.48	55	-16.42	48	-8.94	95
REIT EQUITY FUNDS											
Nuveen Real Estate Secs Y		31.28	17	1.32	58	18.34	22	7.96	50	30.57	12
Idx: Wilshire REIT		**31.78**	**--**	**1.86**	**--**	**17.59**	**--**	**5.52**	**--**	**--**	**--**

COUNTY OF CONTRA COSTA

For Period Ending December 31, 2014

Fund Name	Inception	2014 Return	2014 Rank	2013 Return	2013 Rank	2012 Return	2012 Rank	2011 Return	2011 Rank	2010 Return	2010 Rank
BOND FUNDS											
Fixed Income Portfolio		4.74	69	-1.40	41	5.42	69	8.41	5	--	--
Pimco Total Return Inst'l		4.69	71	-1.92	60	10.36	12	4.16	87	8.83	26
Idx: BarCap US Aggregate Bond		**5.97**	**--**	**-2.02**	**--**	**4.21**	**--**	**7.84**	**--**	**6.54**	**--**
PIMCO High Yield Instl	(11/14)	3.31	13	5.77	68	14.55	52	4.00	38	14.24	45
Idx: Merrill Lynch US High Yield BB-B		**3.49**	**--**	**6.31**	**--**	**14.59**	**--**	**5.39**	**--**	**14.26**	**--**
ALTERNATIVE FUNDS											
Arbitrage I	(7/13)	1.64	39	1.15	67	0.44	48	4.74	20	1.76	16
AQR Managed Futures	(7/13)	9.69	40	9.40	6	2.99	5	-6.37	29	0.00	0
Eaton Vance Glbl Macro Abs Ret	(7/13)	3.03	18	-0.24	58	4.11	79	-0.39	44	4.75	61
JPMorgan Research Market Neutral Instl	(7/13)	3.38	25	2.26	56	4.51	9	-7.04	86	-0.90	36

Data Source: Morningstar, SEI Investments

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